

GENERAL CONDITIONS OF THE PACKAGE HOLIDAY AGREEMENT

These General Conditions apply to the provision of travel services organised by TUI Spain SLU, (which uses the trade name TUI SPAIN, a brand of the TUI Group) a company with head office at calle Mesena, 22, 2ª planta, 28033 Madrid (Spain), registered in the Trade Registry of Madrid, Volume 18725, Book 0, Page 89, Sec. 8, Sheet M-140868, Entry 30 – C.I.C.MA. (*Código de Identificación de Agencia de Viajes de la Comunidad de Madrid* [Madrid Autonomous Community Travel Agency ID Code]) No. 753 with TIN B-81001836, telephone +34 91 758 2828 and email info@tuispain.com (hereinafter, "TUI") as travel agency and tour organiser. The aforementioned programme [*sic*] provides a description of the package holiday that is the object of this agreement, and is binding on the ORGANISER-RETAILER, unless any of the following circumstances occur:

a. Changes to this information have been clearly communicated in writing to the TRAVELLER prior to entering into the agreement and the aforementioned possibility of modification is clearly indicated in the programme. b. The modifications occur later, subject to prior written agreement between the contracting parties.

1. Pre-contractual information

1.1. The TRAVELLER certifies that prior to being bound by this package holiday agreement, he/she has been informed of all the features of the package holiday that he/she is entering into through the information documentation sent by the ORGANISER-RETAILER, as well as through the booking information to be confirmed with this package holiday agreement. Similarly, he/she warrants that he/she has been given the standard information form for package holiday agreements. The TRAVELLER states that he/she is aware of the features and possible risks that may occur in the destination country/countries.

1.2. The information is also available on the website of the Ministry of Foreign Affairs (<https://portaldiplomatico.mne.gov.pt/>).

1.3. Prices are calculated as of the date of publication of the trip on <https://www.tui.pt/> and include all applicable taxes, plus any surcharges, commissions and costs that may be added. The total price of this holiday package has been calculated based on the exchange rates, transport charges, fuel costs and applicable fees and taxes as of the date of publication of the programme or subsequent conditions that may have been published in the printed version. However, these prices may be increased at least 20 days prior to departure, pursuant to the terms set forth in the General Conditions. The TRAVELLER will pay the outstanding amounts by the method described in the booking confirmation. Likewise, the TRAVELLER will be entitled to a price reduction due to changes in the aforementioned items in his/her favour. In this case, the ORGANISER-RETAILER may deduct from the reimbursement the actual administrative handling costs.

1.4. With regard to optional tours not contracted at the origin point, these do not form part of the package holiday and are governed by their own terms and conditions; as such, the ORGANISER-RETAILER does not guarantee that they will take place, if applicable, until contracted.

1.5. The TRAVELLER must obtain the necessary documentation to conduct the trip, including passports and visas and documentation related to health formalities. The TRAVELLER shall be responsible for all damages that may arise from the lack of this documentation and, in particular, any expenses incurred due to the interruption of the trip and, where applicable, their repatriation.

1.6. If the ORGANISER-RETAILER accepts the traveller's request to process the necessary visas for any of the destinations established in the itinerary, it may require payment of the visa cost, as well as the costs of managing the procedures that must be carried out with the corresponding diplomatic or consular representation.

1.7. The TRAVELLER may terminate the agreement at any time prior to the start of the trip and, in such case, the ORGANISER-RETAILER may require payment of an appropriate and justifiable fine, which will be indicated in the Specific Conditions. However, if there are unavoidable and extraordinary circumstances at or near the destination that significantly affect the execution of the trip or the carriage of passengers to the destination, the traveller may terminate the agreement before it begins without penalty and shall be entitled to reimbursement of all payments for the trip undertaken.

1.8. Such refunds or returns shall be made to the TRAVELLER, minus the corresponding penalty, no later than 14 calendar days after the termination of the package holiday agreement.

2. Booking Request

2.1. If the TRAVELLER requests the preparation of a proposal for a tailor-made package holiday, the ORGANISER-RETAILER may require payment for preparation of the proposal. If the TRAVELLER accepts the package holiday offer prepared by the ORGANISER-RETAILER, the amount determined will be charged to the price of the trip.

2.2. The ORGANISER-RETAILER shall not be liable for booking errors attributable to the TRAVELLER or that are caused by unavoidable and extraordinary circumstances.

3. Booking Confirmation

3.1. The execution of the package holiday agreement takes place on confirmation of the booking, with the package holiday agreement being binding on both parties from that moment on.

4. Payment Schedule

4.1. At the time of booking confirmation, the TRAVELLER must pay the full price of the package holiday.

4.2. All of the foregoing shall be understood to be without prejudice to any differing provisions established in the Specific Conditions.

4.3. If the TRAVELLER fails to comply with the payment schedule, the ORGANISER-RETAILER may terminate the agreement and apply the penalty set forth in Clause 1.7.

5. Accommodation

5.1. The programme includes the features of the accommodation, unless otherwise stipulated in the pre-contractual information or in the Specific Conditions.

6. Transport

6.1. The TRAVELLER must arrive at the location indicated for departure in advance as specified by the ORGANISER-RETAILER.

6.2. Any loss or damage that occurs in relation to carry-on baggage or other items that the TRAVELLER carries with them will be at their own risk while in the custody of the TRAVELLER.

6.3. If the TRAVELLER does not show up for departure, they will forfeit the right to a refund of the amounts paid and will continue to be obligated to pay any outstanding amounts. In this sense, no-show on departure will be understood as failure to communicate their wish not to take the trip and not showing up at the indicated time and place.

6.4. If a no-show is due to *force majeure*, the TRAVELLER shall be entitled to reimbursement of the amounts already paid, once management and cancellation expenses have been deducted. In this regard, death, accident or serious illness of the TRAVELLER or any of the persons with whom he/she cohabits shall be considered a cause of *force majeure*, provided that they have an affinity or relationship up to the second degree, as well as any similar assumption preventing them from participating in the trip and informing the ORGANISER-RETAILER of such prevention before departure.

7. Amendment of the agreement

7.1. The ORGANISER-RETAILER reserves the right to modify the clauses of the agreement prior to the commencement of travel, provided that the change is negligible and the ORGANISER-RETAILER informs the TRAVELLER of such change on a durable medium in a clear, understandable and prominent manner.

7.2. If, prior to the commencement of travel, the ORGANISER-RETAILER is required to make substantial changes to any of the key features of the travel services or is unable to meet any of the previously accepted special requirements of the TRAVELLER, the ORGANISER-RETAILER shall bring it to the attention of the TRAVELLER without delay, in a clear, understandable and prominent manner, on a durable medium, and the communication must contain: a. The proposed material amendments and, if applicable, their impact on the price; b. A reasonable time frame for the TRAVELLER to provide his/her decision; c. The indication that if the TRAVELLER does not communicate the decision within the indicated period, it will be understood that he/she rejects the material amendment and therefore chooses to terminate the agreement without any penalty; and d. If the ORGANISER-RETAILER can offer it, a replacement package holiday and its price.

7.3. The TRAVELLER may choose to accept the proposed amendment or terminate the agreement without penalty. If the TRAVELLER chooses to terminate the agreement, he/she may accept a replacement package holiday that, if applicable, is offered by the ORGANISER-RETAILER. Such replacement travel shall be of equivalent or higher quality if possible.

7.4. If the amendment to the agreement or replacement travel results in a lower quality or cost trip, the TRAVELLER shall be entitled to an adequate price reduction.

7.5. If the TRAVELLER chooses to terminate the agreement without penalty or does not accept the replacement package holiday offered, the ORGANISER-RETAILER will reimburse all payments made for the trip, within a period of not more than fourteen calendar days from the date of termination of the agreement.

8. Price revision

8.1. Prices may only be increased up to 20 calendar days prior to departure. In addition, said increase may only be made to adjust the value of the travel price due to changes: a. In the exchange rates applicable to the organised trip.

b. In the price of passenger transport arising from fuel or other forms of energy.

c. In the level of taxes or fees on the travel services included in the agreement, required by third parties who are not directly involved in the execution of the package holiday, including tourism fees, taxes and surcharges, embarkation [*sic*: landing] and embarkation or disembarkation at ports and airports. Any change or amendment may incur additional costs that will be charged to the TRAVELLER.

8.2. Only if the price increase represents an increase of more than 8% of the price of the trip, the TRAVELLER may terminate the agreement without penalty. In this case, the provisions of Clause 7 shall apply.

8.3. The TRAVELLER shall be entitled to a reduction in the price of the trip for changes that affect the items listed in sections a), b) and c) of section 1 of this clause. In these cases, the ORGANISER-RETAILER will deduct the actual administrative costs of reimbursement to the traveller from said price reduction.

9. Transferring the booking

9.1. The TRAVELLER may transfer his/her booking to a person who meets all the conditions required in the brochure, programme or package holiday offer or in the Specific Conditions.

9.2. The transfer of the trip must be communicated, on a reliable medium, to the ORGANISER-RETAILER, at least 7 calendar days in advance of the start date of the trip, which may only pass on to the traveller the costs actually incurred with the transfer.

9.3. In any case, the TRAVELLER and the person to whom the booking has been assigned are jointly and severally liable to the ORGANISER-RETAILER for the payment of the rest of the price, as well as for any commission, surcharge and other additional costs that may have been caused by the transfer.

10. Cancellation of travel by the ORGANISER-RETAILER prior to travel departure.

10.1. The ORGANISER-RETAILER may terminate the agreement prior to travel departure if any of the following conditions apply:

a. The ORGANISER-RETAILER terminates the agreement for reasons not attributable to the TRAVELLER, whereupon it must reimburse all payments made by the TRAVELLER within a period of not more than 14 calendar days from termination of the agreement. The ORGANISER-RETAILER shall not be responsible for paying any additional compensation to the TRAVELLER if the cancellation is due to:

b. The number of persons enrolled for the combined trip being less than the minimum number specified in the agreement and the ORGANISER-RETAILER notifies the TRAVELLER of the cancellation within the time limit set forth therein, which will be:

I. 20 days prior to commencement in the case of trips lasting longer than 6 days.

II. 7 days for trips between 2 and 6 days.

III. 48 hours for trips of less than 2 days.

c. The ORGANISER-RETAILER cannot perform the agreement due to unavoidable and extraordinary circumstances and the TRAVELLER is notified of the cancellation without undue delay prior to the commencement of the package holiday

11. Withdrawal of the traveller during the trip.

11.1. The TRAVELLER may terminate the package holiday agreement once the trip has commenced, but may not claim the return of the amounts paid and will continue to be obligated to pay those that are Outstanding Payments.

11.2. If the withdrawal is the result of accident or illness of the TRAVELLER preventing him/her from continuing the trip, the ORGANISER-RETAILER undertakes to provide the necessary assistance and, if applicable, to return the difference between the services expected and those provided, after deducting any duly justified cancellation expenses.

11.3. In any event, all additional expenses caused by repatriation or transfer to the place of origin shall be payable by the TRAVELLER, unless established otherwise in the Specific Conditions.

12. Duty to notify of any non-compliance with the agreement.

12.1. If the TRAVELLER finds that any of the services included in the trip are not performed in accordance with the provisions of the package holiday agreement, he/she must report the non-compliance to the ORGANISER-RETAILER without undue delay, taking applicable circumstances into account.

12.2. The communication must be made by any means that produces a record. Once the communication is received, THE ORGANISER-RETAILER must act diligently to find an appropriate solution.

12.3. Timely communication exempts the TRAVELLER from further provision of evidence proving the existence of the defect, unless the ORGANISER-RETAILER verifies in the presence of the TRAVELLER, that the defect does not exist or does not meet the stated characteristics and has put this on record.

12.4. If the TRAVELLER does not provide such communication in a timely manner, he/she must prove the defects, and will be responsible for all damages that occur or are aggravated by his/her lack of communication.

13. Inability to guarantee the repatriation of the TRAVELLER as provided for in the agreement due to unavoidable and extraordinary circumstances.

13.1. If it is impossible to guarantee the return of the TRAVELLER as provided for in the agreement due to unavoidable and extraordinary circumstances, the ORGANISER-RETAILER will assume the cost of any necessary accommodation, if possible of equivalent category, for a period not exceeding three nights per traveller, unless a different period is established in EU passenger rights legislation.

13.2. The cost limitation set forth in the preceding paragraph will not apply to persons with disabilities or reduced mobility or those accompanying them, pregnant women, unaccompanied minors, or persons

requiring specific medical assistance, if their particular needs have been notified to the ORGANISER-RETAILER at least 48 hours prior to the start of travel.

14. Duty of assistance of the ORGANISER-RETAILER

14.1. The ORGANISER-RETAILER undertakes to provide adequate assistance without undue delay to the TRAVELLER if they are experiencing difficulties, especially in the event of extraordinary and unavoidable circumstances.

14.2. Specifically, such assistance shall consist of: a. Providing adequate information on health services, local authorities and consular assistance; and b. Assistance to the TRAVELLER to help them make distance communications and find alternative solutions.

14.3. If the difficulty was caused intentionally or by negligence on the part of the TRAVELLER, the ORGANISER-RETAILER may invoice a reasonable surcharge for such assistance to the TRAVELLER. Such surcharge may not exceed the actual respective costs incurred.

15. Responsibility of the ORGANISER-RETAILER

15.1. The ORGANISER-RETAILER shall be liable to the TRAVELLER for the correct performance of the travel services included in the agreement based on the obligations applicable to them within the remit of their management of the holiday package, regardless of whether such services must be performed by themselves or by other providers.

16. ORGANISER-RETAILER Disclaimer

16.1. The ORGANISER-RETAILER shall not be liable in the following circumstances: a. The defects produced are attributable to the TRAVELLER. b. The defects are attributable to third parties unrelated to the provision of the services set out in the package holiday agreement and are of an unpredictable or insurmountable nature. c. The defects were produced by causes of *force majeure*, beyond the control of the party claiming them, are abnormal and unpredictable, and their consequences could not have been avoided even with due diligence.

16.2. The liability of the ORGANISER-RETAILER for any bodily injury that the TRAVELLER may suffer during the performance of the package holiday shall be limited to three times the total price of the package holiday provided no fraud or negligence has been committed by the ORGANISER-RETAILER.

17. Right to price reduction, compensation and limitations.

17.1. The TRAVELLER shall be entitled to an adequate price reduction for any period during which there has been a non-conformity.

17.2. The TRAVELLER shall be entitled to receive adequate compensation, as established in the applicable legislation, from the ORGANISER-RETAILER, for any damage or loss suffered as a consequence of any non-conformity with the agreement.

17.3. The TRAVELLER shall not be entitled to compensation for damages if the ORGANISER-RETAILER proves that the non-compliance is: a. Attributable to the traveller; b. Attributable to third parties unrelated to the provision of the contracted services, and is unpredictable or unavoidable; or c. Due to unavoidable and extraordinary circumstances.

18. Applicable Law and Jurisdiction

18.1. This package holiday agreement is governed by what is agreed between the parties and what is established in these general conditions, in the current and applicable regional regulations, as well as in the provisions of the Legislative Royal Decree 1/2007, of 16 November, which approves the consolidated text of the General Law on the Protection of Consumers and Users and other complementary laws.

19. Claims

19.1. Without prejudice to any legal action available to him/her, the TRAVELLER may make claims in writing for the non-performance or deficient performance of the agreement to the ORGANISER-RETAILER

at the following postal addresses and/or email addresses; Postal address: Rua Mesena, 22, 2ª planta, 28033 Madrid (Spain). b. Email address: apoio.cliente@tui.com

19.2. The ORGANISER-RETAILER must respect the time limits established under applicable regional legislation to respond in writing to any claims submitted by the TRAVELLER.

19.3. Similarly, the ORGANISER-RETAILER indicates that the internal procedure is summarised in the following steps: a. Receipt and notification of receipt. b. Processing, data collection, analysis. c. Resolution and response submission.

20. Insolvency Guarantee

TUI Spain SLU is covered by a guarantee that will reimburse you for payments made and, if transport is included in the trip, that will ensure your repatriation in the event of insolvency. If the ORGANISER-RETAILER becomes insolvent, the payments will be reimbursed. Should the ORGANISER-RETAILER become insolvent after the commencement of the package holiday and the latter includes transport, repatriation of travellers will be guaranteed. TUI Spain SLU has signed a guarantee of protection against insolvency with COMMERZBANK AKTIENGESELLSCHAFT, SUCURSAL EN ESPAÑA, office 0001 of COMMERZBANK AG SUCURSAL EN ESPAÑA in Madrid, which can be contacted in this case by regular mail at the following address: Paseo de la Castellana 259C, CP [zip code]: 28046, Madrid (Spain) (BIC: COBAESMXXXX), by phone +34 671 665 882, or by email: Alfons.Worner@Commerzbank.com, with the competent authority being the General Directorate of Tourism, located at C/ Alcalá No. 26, CP: 28014, Madrid. Phone 012.

21. Alternative Dispute Resolution

21.1. At any time, the TRAVELLER and the ORGANISER-RETAILER may seek mediation from the competent entity or bodies set up for this purpose to find their own solution to the dispute that is satisfactory to both parties.

21.2. The TRAVELLER may submit his/her complaints to the competent Consumer Arbitral Commission. The dispute may be submitted to arbitration if the ORGANISER-RETAILER has already joined the consumer arbitration system (in which case the ORGANISER-RETAILER will duly notify the consumer) or, if the ORGANISER-RETAILER, despite not having joined, accepts the consumer's request for arbitration.

21.3. Claims involving poisoning, injury, death or reasonable evidence of crime cannot be subject to consumer arbitration.

21.4. If consumer arbitration takes place, the award rendered by the arbitral tribunal designated by the Consumer Arbitration Board will definitively resolve the claim filed and will be binding on both parties.

21.5. If the ORGANISER-RETAILER is a member of any alternative dispute resolution system or is required to do so by any rule or code of conduct, it will inform the TRAVELLER of such circumstance before formalising the package holiday agreement.

21.6. The internal claims management system of the ORGANISER-RETAILER is established in accordance with the Specific Conditions of this agreement.

22. Lawsuits

22.1. If the dispute is not submitted to consumer arbitration, the TRAVELLER may file a claim in court.

22.2. Lawsuits arising from the package holiday agreement shall be time-barred two years after the disagreement became known.

23. Data protection

23.1. Processing of personal data

According to Organic Law 3/2018, of 5 December, on Personal Data Protection and Digital Rights Assurance, Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016, and any other applicable data protection regulations, the affected party accepts that the personal data reported in this document, as well as those that may be provided in the future for the same purpose, are collected and processed by the ORGANISER-RETAILER, with address at calle Mesena, 22, 2ª planta, 28033

Madrid (Spain). This data was collected by the ORGANISER-RETAILER for the purpose of managing and developing the set of services stipulated in this agreement.

At any time, you may exercise your rights of access, rectification, erasure, opposition, portability, and limitation of processing at the address calle Mesena, 22, 2ª planta, 28033 Madrid (Spain), or using the email address gdprdx@tui.com. You may also lodge a complaint with the Spanish Data Protection Agency (<https://www.aepd.es/>). Personal data may be subject to automated decisions in accordance with applicable law.

23.2. Communication and Transfer of Personal Data

The affected party may exercise the rights of access, rectification, opposition, erasure, limitation of processing, and portability by writing to the ORGANISER-RETAILER at the address indicated.

Personal data will be included in a file owned by the ORGANISER-RETAILER and may be communicated to the banking institutions with which the ORGANISER-RETAILER works for the sole purpose of managing the transfers, charges, and payments giving rise to the business relationship and use of the services. In order to manage and fulfil the purpose of the agreement, it may be necessary and mandatory that your data be communicated to suppliers such as airlines, shipping companies, hotels, and other service providers, who will be required to process your data exclusively for compliance with the purpose of the agreement. These providers may be located in countries requiring an international data transfer, including, if applicable, those that do not offer a level of protection comparable to that required by the EU, and are therefore considered an expressly authorised international data transfer.

23.3. Retention of Personal Data

Your personal data will be retained for as long as there is a contractual and/or business relationship with you, or as long as you do not exercise your right to erasure, cancellation, and/or limitation of the processing of your data, unless by legal obligation they are required to be retained for a longer period. Any ancillary data you provide to us (such as dietary preferences, any intolerances, etc.) will be deleted from our systems once the service or trip is completed.

Standard information form for package holiday agreements where a hyperlink may be used

The combination of travel services offered to you constitutes a package holiday within the meaning of the consolidated text of the General Law on the Protection of Consumers and Users and other complementary laws, approved by the Legislative Royal Decree 1/2007 of 16 November. Therefore, you will enjoy all rights applicable to travel organised within the EU. The Organiser will be fully responsible for the proper execution of the trip. In addition, as required by law, TUI Spain SLU is covered by a guarantee to reimburse you for payments made and, if transport is included in the trip, to ensure your repatriation in the event of insolvency. For more information on your main rights, see the following link provided: [Consolidated text of the General Law on the Protection of Consumers and Users and other complementary laws, approved by Legislative Royal Decree 1/2007, of 16 November](#)

By following the link, the traveller will receive the following information:

Main rights of the consolidated text of the General Law on the Protection of Consumers and Users and other complementary laws, approved by Legislative Royal Decree 1/2007, of 16 November:

- Travellers will receive all essential information about the package holiday prior to entering into the agreement.
 - There will always be at least one manager responsible for the proper execution of all travel services included in the agreement.
 - Travellers will be given an emergency phone number or details of a contact person through whom they can reach the ORGANISER-RETAILER.
 - Travellers may transfer the package holiday to another person, subject to reasonable notice and, where appropriate, subject to the payment of additional costs.
 - The price of the package holiday may only be increased if specific expenses (e.g. fuel prices) arise and are expressly stipulated in the agreement, and in no event within the last twenty days prior to the start of the package holiday. If the price increase exceeds eight per cent of the price of the package holiday, the traveller may terminate the agreement. If the ORGANISER-RETAILER reserves the right to increase the price, the traveller will be entitled to a price reduction if the corresponding expenses decrease.
 - Travellers may terminate the agreement without paying any penalty and obtain full reimbursement of all payments made if any of the essential elements of the package, other than price, have changed significantly.
- If the ORGANISER-RETAILER responsible for the trip cancels the trip prior to its commencement, travellers will be entitled to a refund of the amount of the payments made and, where applicable, compensation.
- In exceptional circumstances, for example, if there are serious security issues at the destination that could affect the package holiday, travellers may terminate the agreement prior to the commencement of the package holiday without penalty.
 - In addition, travellers may terminate the agreement at any time prior to the commencement of the package holiday by paying an appropriate and justifiable termination penalty.

- If, after commencement of the trip, significant elements of the trip cannot be provided, the traveller should be offered suitable alternative arrangements at no additional cost. Travellers may terminate the agreement without paying any penalty in the event of non-performance of the services when this substantially affects the performance of the package holiday and the ORGANISER-RETAILER is unable to resolve the problem.
- Travellers will also be entitled to a price reduction and/or compensation for damages in the event of non-performance or incorrect performance of travel services.
- The ORGANISER-RETAILER must provide assistance to the traveller in the event the latter is experiencing difficulties.
- If the ORGANISER-RETAILER becomes insolvent, payments will be reimbursed. Should the ORGANISER-RETAILER become insolvent after the commencement of the trip and it includes transport, it shall ensure the repatriation of travellers. TUI Spain SLU has signed an insolvency protection guarantee with COMMERZBANK AKTIENGESELLSCHAFT, BRANCH IN SPAIN, office 0001 of COMMERZBANK AG BRANCH IN SPAIN in Madrid, which, if such a case arises, may be contacted by regular mail at the following address: Paseo de la Castellana 259C, CP: 28046, Madrid (BIC: COBAESMXXXX), by phone at +34671665882, or by e-mail: Alfons.Worner@Commerzbank.com, with the competent authority being the General Directorate of Tourism, located at C/ Alcalá No. 26, CP: 28014, Madrid. Phone 012.

The purpose of this communication is solely to provide information on the existence of said insurance, without any other legal implication as to its clauses, terms and conditions, and whose guarantees, limits of liability and sublimits of liability of the agreement shall only apply in the event of an alleged incident, especially in the event of insolvency, provided that no exclusions apply and premiums have been settled.

[Consolidated text of the General Law on the Protection of Consumers and Users and other complementary laws, approved by Legislative Royal Decree 1/2007, of 16 November.](#)