

GENERAL CONDITIONS OF THE PACKAGE TRAVEL CONTRACT

The programme indicated in these General Conditions is the information document attached to the same. This program consists of the description of the package travel object of this contract, and is binding for the ORGANIZER-MINORISTA, unless any of the following circumstances apply:

- a. That the changes in such information have been clearly communicated in writing to the TRAVELLER prior to the conclusion of the contract and such possibility of modification is clearly indicated in the programme.
- b. That the modifications are made subsequently, with prior written agreement between the contracting parties.

1. Pre-contractual information

1.1 The TRAVELLER certifies that before being bound by this package travel contract, he/she has been informed of all the characteristics of the package travel that he/she is now contracting through the information documentation sent by the ORGANIZER-RETAILER, as well as through the booking information that this package travel contract will proceed to confirm. Likewise, he/she guarantees that he/she has been provided with the standard information form for package travel contracts. The TRAVELLER declares that he/she is aware of the characteristics and possible risks that he/she may incur in the country/countries of destination.

1.2 The information is also available on the website of the Ministry of Foreign Affairs and Cooperation (www.exteriores.gob.es).

1.3 The prices are calculated as at the date of publication of the package travel brochure and include all applicable taxes, plus all surcharges, commissions and costs that may be added. The total price of this package has been calculated on the basis of the exchange rates, transport rates, fuel costs, taxes and fees applicable on the date of publication of the programme or subsequent conditions published in printed form. However, these prices may be increased up to a maximum of 20 days before departure, under the terms established in the General Conditions. The TRAVELLER shall pay the outstanding amounts by the method described in the booking confirmation. Likewise, the TRAVELLER shall be entitled to a reduction of the price in the event of a variation in favour of the said concepts. In this case, the ORGANISER-RETAILER may deduct from the reimbursement the actual administrative costs of processing the booking.

1.4 With respect to optional excursions not contracted at origin, they are not part of the package and are governed by their own terms and conditions, so that the ORGANIZER-MINORIST does not guarantee their possible realization until the time of their contracting.

1.5 The TRAVELLER must obtain the necessary documentation for the trip, including passport and visas and health formalities. All damages that may result from the lack of such documentation shall be at his/her expense, and in particular, the costs incurred by the interruption of the trip and its possible repatriation.

1.6 If the ORGANIZER-RETAILER accepts the traveler's request to process the necessary visas for any of the destinations included in the itinerary, he/she may demand the payment of the cost of the visa, as well as the management costs for the procedures to be carried out before the corresponding diplomatic or consular representation.

1.7 The TRAVELER may terminate the contract at any time prior to the start of the trip and in such case, the ORGANIZER-RETAILER may require the payment of an appropriate and justifiable penalty that shall be indicated in the Special Conditions. However, if unavoidable and extraordinary circumstances occur at the destination or in the vicinity that significantly affect the execution of the trip or the transport of passengers to the destination, the traveller may terminate the contract before its commencement without penalty and with the right to reimbursement of all payments made on account of the trip.

1.8 These reimbursements or refunds will be made to the PASSENGER, minus the corresponding penalty, within a period not exceeding 14 calendar days after the termination of the package travel contract.

2. Booking request

2.1 If the TRAVELLER requests the preparation of a tailor-made package tour proposal, the ORGANISER-RETAILER may require payment of a fee for the preparation of the project. If the TRAVELLER accepts the package tour offer prepared by the ORGANISER-RETAILER, the sum paid shall be charged to the price of the tour.

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

3. Confirmation of the booking

The perfection of the package travel contract occurs with the confirmation of the reservation, being the package travel contract binding on both parties from that moment.

4. Payment schedule

4.1 At the time of the confirmation of the reservation, the PASSENGER must pay the total price of the package.

4.2 All of the above is without prejudice to the Particular Conditions, which may stipulate otherwise.

4.3 If the PASSENGER does not comply with the payment schedule, the ORGANIZER-MINOR HOLDER may terminate the contract and apply the penalty provided for in Clause 1.7.

5. Accommodation

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

6. Transport

6.1 The TRAVELLER must be at the place indicated for departure with the advance notice indicated by the ORGANISER-MINOR.

6.2 The loss or damage that occurs in relation to hand luggage or other objects that the TRAVELLER carries with him/her shall be at his/her sole risk and expense while in the custody of the TRAVELLER.

6.3 In the event of a no-show on departure, the PASSENGER will lose the right to a refund of the amounts paid and will continue to be obliged to pay any outstanding amounts. In this sense, failure to show up at

departure shall be understood to mean the non-communication of the intention not to go on the trip and not showing up at the time and place indicated.

6.4 If the no-show is due to force majeure, the PASSENGER will be entitled to a refund of the amounts already paid, after deduction of the administration and cancellation costs. In this regard, force majeure shall be considered to be the death, accident or serious illness of the TRAVELLER or any of the persons with whom he/she lives, provided that he/she is related up to the second degree, as well as any similar event that prevents him/her from participating in the trip and notifying the ORGANIZER-RETAILER of this impossibility prior to departure.

7. Modification of the contract

7.1 The tour operator reserves the right to modify the terms of the contract before the start of the trip provided that the change is insignificant and the tour operator informs the traveler of such change on a durable medium in a clear, understandable and prominent manner.

7.2 If prior to the commencement of the trip the ORGANIZER-MINORISER is obliged to make substantial changes to any of the main features of the travel services or is unable to meet any special requirements of the TRAVELLER previously accepted, the ORGANIZER-MINORISER shall inform the TRAVELLER without delay, in a clear, understandable and prominent manner, on a durable medium and the communication shall contain: a. The substantial changes proposed and, if the ORGANIZER-MINORISER is unable to meet any special requirements of the TRAVELLER previously accepted. The proposed substantial changes and, if applicable, their impact on the price;

7.3 A reasonable time limit for the PASSENGER to inform of its decision;

7.4 The indication that if the TRAVELLER does not communicate the decision within the indicated period, it shall be understood that he/she rejects the substantial modification and that, therefore, he/she chooses to terminate the contract without any penalty; and

7.5 If the ORGANIZER-RIDERS can offer it, the substitute package tour offered and its price.

7.6 The TRAVELLER may choose between accepting the proposed modification or terminating the contract without penalty. If the TRAVELLER chooses to terminate the contract, he/she may accept a substitute package tour offered by the ORGANISER-RETAILER. This substitute trip must be, if possible, of equivalent or superior quality.

7.7 If the modification of the contract or the substitute holiday results in a holiday of lower quality or cost, the PASSENGER is entitled to an appropriate reduction in price.

7.8 In the event that the PASSENGER chooses to terminate the contract without penalty or does not accept the substitute package holiday offered, the ORGANISER-RHOSPITALISER shall reimburse all payments made for the holiday within a period not exceeding fourteen calendar days from the date of termination of the contract.

8. Price revision

8.1 Prices may only be increased up to 20 calendar days prior to departure. Furthermore, such an increase may only be carried out in order to adjust the price of the holiday to the variations:

- a. Currency exchange rates applicable to the package holiday.
- b. Of the price of passenger transport derived from fuel or other forms of energy.
- c. The level of taxes or fees on the travel services included in the contract, required by third parties who are not directly involved in the execution of the package, including tourist, landing, embarkation or disembarkation fees, taxes and surcharges at ports and airports.

Any changes or modifications may entail additional costs that will be charged to the TRAVELLER.

8.2 Only in the event of a price increase of more than 8% of the price of the holiday may the PASSENGER terminate the contract without penalty. In such a case, the provisions of Clause 7 shall apply.

8.3 The TRAVELER shall have the right to a reduction of the price of the trip due to variations in the items detailed in paragraphs a), b) and c) of section 1 of this clause. In such cases, the ORGANIZER-RETAILER shall deduct the actual administrative costs of reimbursement to the traveler from such price reduction.

9. Transfer of the booking

9.1 The PASSENGER may transfer his/her reservation to a person who meets all the conditions required in the brochure, programme or package tour offer or in the Special Conditions.

9.2 The transfer must be communicated, on a durable medium, to the ORGANIZER-RETAILER, at least 7 calendar days prior to the start date of the trip, which may only charge the traveller for the costs actually incurred due to the transfer.

9.3 In any case, the TRAVELER and the person to whom the reservation has been transferred shall be jointly and severally liable to the ORGANIZER-RETAILER for the payment of the remaining price, as well as any commission, surcharge and other additional costs that may have been caused by the transfer.

10. Cancellation of the trip by the ORGANIZER-RETAILER before the departure of the trip

1. The ORGANIZER-RETAILER may cancel the contract before departure if any of the following conditions apply:

- a. The ORGANIZER-RETAILER cancels the contract for reasons not attributable to the TRAVELER, must reimburse all payments made by the TRAVELER within a period not exceeding 14 calendar days from the termination of the contract. The ORGANIZER-RETAILER shall not be liable to pay any additional compensation to the TRAVELLER if the cancellation is due to:

- b. The number of persons registered for the package tour is less than the minimum number specified in the contract and the ORGANIZER-MINORISTA notifies the TRAVELLER of the cancellation within the period specified in the contract, which shall be no later than:

- I. 20 days before the start of the trip in the case of trips lasting more than 6 days.

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

- III. 48 hours for journeys of less than 2 days.

c. The ORGANIZER-RETAILER is unable to perform the contract due to unavoidable and extraordinary circumstances and the TRAVELER is notified of the cancellation without undue delay before the start of the package tour.

11. Withdrawal by the traveller during the trip

11.1. The PASSENGER may withdraw from the package travel contract after the start of the trip, but cannot claim a refund of the amounts paid and remains obliged to pay the outstanding amounts.

11.2 If the withdrawal is the result of an accident or illness of the TRAVELLER that prevents him/her from continuing the trip, the ORGANISER-RETAILER is obliged to provide the necessary assistance and, where appropriate, pay the amount of the difference between the services provided and those provided, after deducting the cancellation costs duly justified.

11.3 In any case, all additional costs incurred as a result of the cancellation and, in particular, those of repatriation or transfer to the place of origin, shall be borne by the PASSENGER, unless otherwise stipulated in the Particular Conditions.

12. Duty to notify any lack of conformity with the contract

12.1 If the PASSENGER observes that any of the services included in the trip is not performed in accordance with the provisions of the package travel contract, the PASSENGER must report the lack of conformity to the ORGANIZER-RETAILER without undue delay, taking into account the circumstances of the case.

12.2 The communication shall be made by any means that can be recorded. Upon receipt of the communication, the ORGANISER-RETAILER shall act diligently to find an appropriate solution.

12.3 The communication made in a timely manner shall exonerate the TRAVELER from the subsequent provision of evidence proving the existence of the defect, unless the ORGANIZER-MINORIST verifies in the presence of the TRAVELER that the defect does not exist or does not have the characteristics indicated, and has so stated.

12.4 If the PASSENGER does not provide such notice in due time and form, he/she must prove the defects, and shall be responsible for all damages caused or aggravated by his/her failure to provide such notice.

13. Impossibility of guaranteeing return in accordance with the contract due to unavoidable and extraordinary circumstances.

13.1 If it is impossible to guarantee the return of the PASSENGER as provided for in the contract due to unavoidable and extraordinary circumstances, the ORGANISER-RIDE SHIPPER shall bear the cost of the necessary accommodation, if possible of equivalent category, for a period not exceeding three nights per passenger, unless a different period is established in the European passenger rights regulations.

13.2 The limitation of costs set out in the previous paragraph shall not apply to persons with disabilities or reduced mobility or their companions, pregnant women, unaccompanied minors, nor to persons in need of specific medical assistance, if their particular needs have been notified to THE RETAILER-ORGANISER at least 48 hours before the start of the journey.

14. Duty of care of the ORGANISER-RETAILER

14.1 The ORGANISER-RETAILER is obliged to provide adequate assistance without undue delay to THE TRAVELLER in difficulty, especially in the event of extraordinary and unavoidable circumstances.

14.2 In particular such assistance shall consist of:

- a. Provision of adequate information from health services, local authorities and consular assistance; and
- b. Assistance to the TRAVELLER in establishing remote communications and help in finding alternative arrangements.

14.3 If the difficulty has been caused intentionally or through negligence on the part of the TRAVELLER, the RIDER-ORGANISER may charge a reasonable surcharge for such assistance to the TRAVELLER. Such surcharge shall not exceed the actual costs incurred respectively.

15. Responsibility of the ORGANIZER-RETAILER

15.1 The ORGANISER and the AGENCY shall be liable to the TRAVELLER for the proper performance of the travel services included in the contract in accordance with their obligations under the scope of their management of the package, regardless of whether these services are to be performed by them or by other providers.

16. Exclusion of liability of the ORGANIZER-RETAILER

16.1 The ORGANIZER-RETAILER shall not be liable in the following circumstances:

- a. The defects are attributable to the TRAVELER.
- b. The defects are attributable to a third party not involved in the provision of the services provided for in the package travel contract and are of an unforeseeable or insurmountable nature.
- c. The defects have been caused by force majeure, beyond the control of the person who invokes it, being abnormal and unforeseeable, whose consequences could not have been avoided despite due diligence.

16.2 The liability of the ORGANIZER-RETAILER for bodily injury that the TRAVELER may suffer during the execution of the package tour shall be limited to three times the total price of the package when there is no intent or negligence on the part of the ORGANIZER-RETAILER.

17. Right to price reduction, compensation and limitations

17.1 The TRAVELLER shall be entitled to an appropriate reduction of the price for any period during which there has been a lack of conformity.

17.2 The TRAVELLER shall be entitled to receive adequate compensation, as provided for by applicable law, from the ORGANISER-RETAILER for any loss or damage suffered as a result of any non-conformity of the contract.

17.3 The TRAVELLER shall not be entitled to compensation for damages if the ORGANISER-MINORIST proves that the non-conformity is:

- a. Imputable to the TRAVELLER;

b. Imputable to a third party unrelated to the provision of the contracted services and unforeseeable or unavoidable; or

c. Due to unavoidable and extraordinary circumstances.

18. Applicable Law and Jurisdiction

This package travel contract is governed by the agreement between the parties and by the provisions of these general conditions, in the applicable regional regulations in force, as well as by the provisions of Royal Legislative Decree 1/2007, of 16 November, which approves the revised text of the General Law for the defence of consumers and users and other complementary laws.

19. Complaints

19.1 Without prejudice to the legal actions to which it is entitled, the TRAVELER may make written claims for non-performance or poor performance of the contract to the ORGANIZER-MINORIST at the following postal addresses and / or email addresses:

a. Postal address: calle Mesena, 22, 2º izquierda, 28033 Madrid.

b. E-mail address: calidad@tuispain.com

19.2 The ORGANIZER-RETAILER shall have the maximum time limits established by the regional legislation in force to respond in writing to any claims filed by the TRAVELER.

19.3 Likewise, the ORGANIZER-MINORISTA indicates that the internal procedure is summarized in the following steps:

a. Receipt and acknowledgement of receipt.

b. Processing, collection of information, assessment.

c. Final resolution and dispatch of response.

20. Guarantee against insolvency

TUI Spain S.L.U. 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 that you become insolvent. If ELORGANIZADOR-MINORISTA becomes insolvent, the payments will be reimbursed. In the event that THE ORGANISER-RETAILER becomes insolvent after the commencement of the package tour and the package tour includes transport, the repatriation of the travellers shall be guaranteed. TUI Spain, S.L.U. has taken out an insolvency protection guarantee with COMMERZBANK AKTIENGESELLSCHAFT, BRANCH IN SPAIN, office 0001 of COMMERZBANK A.G., BRANCH IN SPAIN. SUCURSAL EN ESPAÑA in Madrid, which can be contacted in this case by ordinary mail at the following address: Paseo de la Castellana 259C, C.P: 28046, Madrid (BIC: COBAESMXXXX), by telephone at 671 665 882, or by e-mail: Alfons.Worner@Commerzbank.com, the competent authority being the Dirección General de Turismo, located at C/ Alcalá nº 26, C.P: 28014, Madrid. Telephone 012.

21. Alternative dispute resolution

21.1 At any time, the TRAVELER and the ORGANIZER-RETAILER may seek the mediation of the competent administration or agencies that are established for this purpose to find for themselves a solution to the conflict that is satisfactory to both parties.

21.2 The TRAVELLER may address their claims to the competent Consumer Arbitration Board. The dispute may be submitted to arbitration if the ORGANISER-RETAILER has previously joined the consumer arbitration system (in which case the ORGANISER-RETAILER shall duly notify the consumer) or if the ORGANISER-RETAILER, despite not being a member, accepts the consumer's request for arbitration.

21.3 Claims involving intoxication, injury, death or reasonable indications of a criminal offence shall not be subject to consumer arbitration.

21.4 In the event of consumer arbitration, the award rendered by the arbitration tribunal appointed by the Consumer Arbitration Board shall settle the claim submitted definitively and shall be binding on both parties.

21.5 If the ORGANIZER-RETAILER is adhered to any alternative dispute resolution system or is obliged to do so by any rule or code of conduct, it shall inform the TRAVELER of this fact before the formalization of the package travel contract.

21.6 The internal complaint management system of the ORGANIZER-RETAILER is established in accordance with the Special Conditions of this contract.

22. Legal action

22.1 If the dispute is not subject to consumer arbitration, the TRAVELLER may take legal action.

22.2 Legal action arising from the package travel contract shall be barred by the expiry of a period of two years from the date on which the non-conformity became known.

23. Data protection

23.1 Processing of personal data

In accordance with Organic Law 3/2018, of 5 December, on the Protection of Personal Data and Guarantee of Digital Rights, with Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016 and with the rest of the applicable regulations on data protection, 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 ELORGANIZADOR-MINORISTA, with address at Calle Mesena, 22, 2º izquierda, 28033 Madrid. This data has been collected by ELORGANIZADOR-MINORISTA for the purpose of managing and developing all the services stipulated in this contract.

At any time you may exercise your rights of access, rectification, deletion, opposition, portability and limitation of processing at the address in calle Mesena, 22, 2º izquierda, 28033 Madrid, as well as at the e-mail address gprdx@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 the provisions of the applicable legislation.

23.2 Communication and transfer of personal data

The data subject may exercise the rights of access, rectification, opposition, deletion, 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-MINORISER and may be communicated to the banks with which the ORGANISER-MINORISER works for the sole purpose of managing transfers, collections and payments resulting from the business relationship and the use of services.

For the management and fulfilment of the object of the contract, it may be necessary and obligatory for your data to be communicated to suppliers such as airlines, shipping companies, hotels and other service providers, who shall be obliged to process your data solely and exclusively for the purpose of fulfilling the object of the contract. These providers may be located in countries in which an international transfer of data is necessary, including, if applicable, those countries that do not offer a level of protection comparable to that required by the EU, and are therefore considered to be an international transfer of data expressly authorised by the data subject.

23.3 Retention of personal data

Your personal data will be kept for as long as there is a contractual and/or commercial 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 legally required to be kept for a longer period. The ancillary data that you inform us of (such as food preferences, possible intolerances, etc.) will be deleted from our systems after the service or trip has been completed.

Standardised information form for package travel contracts where hyperlinks are possible

The combination of travel services offered to you is a package within the meaning of the revised text of the General Law for the Defence of Consumers and Users and other complementary laws, approved by Royal Legislative Decree 1/2007 of 16 November. Therefore, you will enjoy all the rights that apply within the framework of the EU to package holidays. Both the Organising company and the retail agency will be fully responsible for the correct execution of the package as a whole. In addition, as required by law, TUI Spain S.L.U. is covered by a guarantee to reimburse you for payments made and, if transport is included in the package, to ensure your repatriation in the event of your insolvency. More information about your main rights under the following hyperlink provided: <https://www.boe.es/buscar/act.php?id=BOE-A-2007-20555>

By following the hyperlink, the passenger will receive the following information:

Main rights under the revised text of the General Law for the Defence of Consumers and Users and other complementary laws, approved by Royal Legislative Decree 1/2007 of 16 November:

- Travellers will receive all the essential information about the package before concluding the contract.
- There shall always be at least one entrepreneur responsible for the proper performance of all travel services included in the contract.
- Travellers shall be provided with an emergency telephone number or the details of a contact point where they can contact the organiser or the retailer.
- Travellers may transfer the package to another person, with reasonable notice and, where applicable, subject to the payment of additional charges.

- The price of the package may only be increased if specific costs are incurred (e.g. in fuel prices) and this is expressly stipulated in the contract, and in no case in the last twenty days prior to the start of the package. If the price increase exceeds eight percent of the package price, the traveller may terminate the contract. If the organiser reserves the right to increase the price, the traveller is entitled to a price reduction if the corresponding costs are reduced.
- Travellers may terminate the contract without penalty and obtain a full refund of all payments made if any of the essential elements of the package other than the price are significantly changed. If the trader responsible for the package cancels the package before its commencement, travellers are entitled to reimbursement of payments made and, where appropriate, compensation.
- In exceptional circumstances, for example in the event of serious security problems at the destination which may affect the package, travellers may terminate the contract before the start of the package without paying any penalty.
- In addition, travellers may terminate the contract at any time before the start of the package by paying an appropriate and justifiable termination penalty.
- If, after the start of the package, significant elements of the package cannot be provided, suitable alternative arrangements shall be offered to the traveller at no additional cost. Travellers may terminate the contract without penalty in the event of non-performance of services where this materially affects the performance of the package and the organiser or, where applicable, the retailer fails to remedy the problem.
- Travellers shall also be entitled to a price reduction and/or damages in the event of non-performance or improper performance of the travel services.
- The organiser and the retailer shall provide assistance to the traveller in case the traveller gets into difficulties.
- If the organiser or the retailer becomes insolvent, payments shall be reimbursed. In the event that the organiser or, where applicable, the retailer becomes insolvent after the commencement of the package and the package includes transport, the repatriation of the travellers shall be guaranteed. TUI Spain S.L.U. has taken out an insolvency protection guarantee with COMMERZBANK AKTIENGESELLSCHAFT, BRANCH IN SPAIN, office 0001 of COMMERZBANK A.G., BRANCH IN SPAIN. SUCURSAL EN ESPAÑA in Madrid, which can be contacted in this case by ordinary mail at the following address: Paseo de la Castellana 259C, C.P: 28046, Madrid (BIC: COBAESMXXXX), by telephone at 671 665 882, or by e-mail: Alfons.Worner@Commerzbank.com, the competent authority being the Dirección General de Turismo, located at C/ Alcalá nº 26, C.P: 28014, Madrid. Telephone 012.

The purpose of the present communication is to inform exclusively of the existence of the aforementioned insurance, without any other legal implication regarding its clauses, terms and conditions, and whose guarantees, limits, sub-limits of the contract and will be applicable exclusively in the event of an alleged claim, especially in the event of insolvency, provided that there is no exclusion and within the satisfaction of the premium.