

## **GENERAL TERMS AND CONDITIONS FOR THE SALE OF INDIVIDUAL TOURIST SERVICES BY DREAM EVENTS TRAVEL S.A.S.**

Dream Events Travel S.a.s. di Sartor Roberto, VAT No. 05535630262 (here in after "Dream Events Travel"), with its registered office in Treviso, Via Isola di Mezzo No. 22, certified email: [dreameventstravel@pec.it](mailto:dreameventstravel@pec.it), sells tourist services and experiences under the brand name DREAM BOAT VENICE, both as an intermediary and as an organizer.

The following general terms and conditions apply to the sale of individual tourist services.

### **DEFINITIONS**

For the purposes of these general conditions, and in accordance with Article 33 of the Italian Tourism Code, the following definitions apply:

#### **a) "Tourist service":**

1. Passenger transport;
2. Accommodation that is not an integral part of passenger transport and is not for residential purposes or for long-term language courses;
3. Rental of cars, other motor vehicles as defined by the Ministerial Decree of April 28, 2008, published in the Italian Official Gazette No. 162 of July 12, 2008, or motorcycles requiring a category A driving license as per Legislative Decree January 16, 2013, No. 2;
4. Any other tourist service that is not an integral part of one of the services listed in points 1), 2), or 3), and is not a financial or insurance service;

**b) "Supplementary tourist service":** ancillary services such as, among others, baggage transport included with passenger transport; paid parking within stations or airports; short-distance passenger transport during guided tours or transfers between accommodation and travel hubs; organization of entertainment or sports activities; provision of meals, drinks, and cleaning services included in accommodation; use of bicycles, skis, or other equipment at the accommodation; access to on-site facilities such as pools, beaches, gyms, spas, or wellness centers, including those offered to hotel guests; and any other typical supplementary service according to local practice;

**c) "Package":** the combination of at least two different types of tourist services for the same trip or holiday, if at least one of the following conditions is met:

1. These services are combined by a single professional, even at the traveler's request or based on their selection, before a single contract covering all services is concluded.
2. These services, even if contracted separately with different service providers, are:
  - 2.1. Purchased at a single point of sale and selected before the traveler agrees to pay;
  - 2.2. Offered, sold, or invoiced as an all-inclusive or total price;
  - 2.3. Advertised or sold as a "package" or under a similar description;
  - 2.4. Combined after a contract is concluded, under which the professional allows the traveler to choose from a selection of different types of tourist services, or purchased from different professionals through linked online booking processes where the traveler's name,

payment details, and email are shared by the first professional with one or more other professionals, and the contract with the latter(s) is concluded no more than 24 hours after confirmation of the first booking;

d) **"Package travel contract"**: the contract covering the entire package or, if the package is provided under separate contracts, all contracts relating to the tourist services included in the package;

e) **"Start of the package"**: the start of execution of the tourist services included in the package;

f) **"Linked travel arrangement"**: the purchase of at least two different types of tourist services for the same trip or holiday, which do not constitute a package, resulting in separate contracts with individual service providers, facilitated by a professional if:

1. During a single visit or contact with a point of sale, the traveler separately selects and pays for each service;
2. The targeted purchase of at least one additional tourist service from another professional occurs within 24 hours of booking confirmation of the first service;

g) **"Traveler"**: any person who intends to finalize, concludes, or is authorized to travel under a contract governed by these terms;

h) **"Professional"**: any individual or legal entity, public or private, acting within their commercial, industrial, artisanal, or professional activity, including through another person acting on their behalf or account, as an organizer, seller, facilitator of linked travel arrangements, or service provider, under applicable law;

i) **"Organizer"**: a professional who combines packages and sells or offers them for sale, either directly or through, or together with, another professional, or transmits traveler data to another professional in accordance with letter c), point 2.4);

l) **"Seller"**: a professional other than the organizer who sells or offers for sale packages put together by an organizer;

m) **"Establishment"**: as defined in Article 8, paragraph 1, letter e), of Legislative Decree March 26, 2010, No. 59;

n) **"Durable medium"**: any tool allowing the traveler or professional to store information addressed personally to them, in a way that allows future access for a period appropriate to the purpose and that enables the identical reproduction of the stored information;

o) **"Unavoidable and extraordinary circumstances"**: a situation beyond the control of the party invoking it, the consequences of which could not have been avoided even with all reasonable measures;

p) **"Lack of conformity"**: failure to perform the tourist services included in a package as agreed;

q) **"Minor"**: a person under the age of 18;

r) **"Point of sale"**: any premises, movable or immovable, used for retail sales or a retail website or similar online sales tool, including telephone sales services, even if presented to travelers as a single platform;

s) **"Return"**: the traveler's return to the place of departure or another agreed location.

**Contracts concluded online, via email, or by other means of distance communication with Dream Events Travel**, involving the provision of transport services only, boat event organization, accessory services (such as catering, DJs, etc.), or other individual tourist services, **do not fall within the definition of a "package"** under Legislative Decree 79/2011 (Italian Tourism Code). Therefore, the protections of EU Directive 2015/2302 for travelers do **not** apply.

Dream Events Travel may act as either an **organizer** or an **intermediary** when selling individual tourist services, depending on the sales method used:

- As an **organizer**, Dream Events Travel purchases services from providers and combines them into a single package, assuming full responsibility for the overall experience sold to the customer;
- As an **intermediary**, Dream Events Travel only facilitates the booking of services provided by third parties, who are solely responsible for delivering the service.

In the case of intermediary sales, **Dream Events Travel is not responsible for the execution** of the booked service, which is the exclusive responsibility of the service provider. The customer will receive documentation regarding the booked services and must address any complaints or service issues directly to the provider.

If the event qualifies as a **"linked travel arrangement"** under Article 33 of the Tourism Code, customers benefit from **insolvency protection** provided under Article 49 of the Tourism Code, **limited to payments made to the intermediary company**. However, this protection does **not extend** to insolvency on the part of individual service providers.

## **A) GENERAL TERMS AND CONDITIONS FOR INDIVIDUAL TOURIST SERVICES ORGANIZED BY DREAM EVENTS & TRAVEL CO.**

### **1. GENERAL INFORMATION**

In addition to the provisions of the Civil Code and any special regulations that may apply, the conditions set forth in this document shall apply, including those related to early termination (cancellation penalties).

The purchase of the requested service implies the full knowledge and acceptance of these terms and conditions.

### **2. BOOKING AND PAYMENT PROCEDURE**

Dream Events Travel will provide the customer with a quotation valid for a maximum of 7 (seven) days.

Once the quotation is confirmed, Dream Events Travel will send an order confirmation, which must

be returned signed by the customer, along with full payment or the deposit specified, according to the terms and deadlines indicated in the document, within the following 3 (three) days.

If a deposit is requested, the balance must be paid no later than 7 (seven) days before the event.

If the purchase is made within 15 days before the event, full payment will be required, unless otherwise agreed between the parties.

After confirming the payment, Dream Events Travel will issue a receipt and provide the necessary documents and instructions to access the service.

All payment methods are accepted. However, if a credit card is used, any transaction fees will be charged to the customer.

### **3. BOOKING DATA**

The contracting party is responsible for the information provided to Dream Events Travel, which must match exactly the details in the respective personal identity documents. The contracting party also agrees to verify the accuracy of such data promptly (e.g., dates, names, destination).

Any intolerances, allergies, special dietary needs, or other issues affecting the customer or others using the purchased services must be communicated by email ([info@dreamboatvenice.com](mailto:info@dreamboatvenice.com)) no later than 15 days prior to the event.

If the purchase occurs within the 15 days before the event, the customer must communicate such needs via email ([info@dreamboatvenice.com](mailto:info@dreamboatvenice.com)) at the time of confirming the quotation.

Dream Events Travel reserves the right to evaluate whether such requests can be fulfilled based on availability.

In the absence of any communication, Dream Events Travel shall not be held liable for intolerances, allergies, phobias, or other unreported needs.

### **4. PERSONAL DOCUMENTS**

To access the purchased services, participants must hold valid personal documents (e.g., ID card, passport, or visa) or any other documents required by the relevant Authorities based on the destination and the passengers involved.

### **5. CHANGES, WITHDRAWAL, AND CANCELLATION PENALTIES**

Any changes to the order must be requested in writing by the customer at least 15 (fifteen) days before the date of the event (unless otherwise agreed in case of bookings made within 15 days prior to the event) and will be accepted subject to availability. Dream Events Travel reserves the right to revise the quotation accordingly.

It is understood that if the modification involves a reduction in the number of participants compared to the original booking and is submitted within 3 (three) days before the event date, the agreed amount shall remain unchanged unless otherwise agreed between the parties.

For individual tourist services purchased by clients and directly organized by Dream Events Travel, the following cancellation and withdrawal penalties will apply:

1. If withdrawal is made more than 40 (forty) calendar days before the event date, a penalty equal to 10% of the total amount shall be due to Dream Events Travel, which may be withheld from the deposit paid;
2. If withdrawal occurs within 40 (forty) calendar days before the event date, a penalty equal to 30% of the total amount shall be due to Dream Events Travel, which may be withheld from the deposit paid;

3. If withdrawal occurs within 15 (fifteen) calendar days before the event date, a penalty equal to 50% of the total amount shall be due to Dream Events Travel, which may be withheld from the deposit or balance paid;
4. If withdrawal occurs within 7 (seven) calendar days before the event date, a penalty equal to 100% of the total amount shall be due to Dream Events Travel.

**For cancellations of services organized directly by Dream Events Travel, the following penalties apply:**

1. More than 40 (forty) calendar days before the event: **10%** of the total amount
2. Between 39 (thirty-nine) and 15 (fifteen) calendar days before the event: **30%** of the total amount
3. Between 14 (fourteen) and 8 (eight) calendar days before the event: **50%** of the total amount
4. Within 7 (seven) calendar days of the event: **100%** of the total amount

These amounts may be withheld from the deposit or balance paid.

If the event is canceled by Dream Events Travel due to legal restrictions, supervening impossibility due to unforeseeable circumstances or force majeure, or weather conditions which, at the sole discretion of the captain, prevent a safe outing, Dream Events Travel will offer the customer, at its discretion:

- a) to reschedule the event under the same conditions. If additional services or changes are requested, a new quotation will follow;
- b) alternatively, a refund of all amounts paid, within the limits of the sums recoverable from the suppliers.

## **6. LIABILITY**

Dream Events Travel is responsible for the proper execution of the event.

Dream Events Travel holds a civil liability insurance policy with Reale Mutua (no. 2025/03/2594762), as required by law.

### **Limitation of Liability Clause for Force Majeure and Unforeseeable Events**

Dream Events Travel shall not be held liable for any changes, cancellations, or service disruptions due to force majeure or unforeseeable circumstances, including but not limited to: extreme weather events, strikes, health restrictions, decisions by local authorities, unforeseeable technical failures, or any other events beyond its control.

In such cases, Dream Events Travel will endeavor to offer alternative solutions compatible with the booked event. If rescheduling the event is not possible, the company may offer a refund, limited to the amounts recoverable from suppliers.

### **Maximum Compensation Limitation Clause**

In any case, the total liability of Dream Events Travel for damages directly attributable to its organization shall not exceed the amount paid by the client for the purchased service or package. Dream Events Travel expressly excludes liability for:

- indirect damages and lost profits of the client;
- damages caused by negligent or reckless behavior by the client or by third parties outside the control of the organizer.

### **Disclaimer for Personal Injury or Property Damage**

The client and event participants are responsible for their own safety and for any damage caused to people or property during the event.

Dream Events Travel shall not be liable for:

- damages resulting from misuse of boats or equipment provided;
- accidents due to client negligence or failure to comply with safety regulations on board;
- theft, loss, or deterioration of personal belongings occurring during the event.

### **Delays, Schedule Changes, and Boat Substitution**

Dream Events Travel shall not be liable for any schedule changes, delays, cancellations, or other issues due to force majeure (including, but not limited to, strikes, adverse weather, wars, earthquakes, epidemics) or attributable to the client.

For boat transfer services, a maximum delay of 10 minutes is tolerated. Beyond this limit, the service is not guaranteed, and there is no refund or compensation.

In the case of private boat rentals, any delay will result in reduced activity time, as the return time remains fixed unless otherwise agreed. No refund or compensation will be provided in this case either.

In the event of technical issues affecting Dream Events Travel or its suppliers that may cause a delay in service, the company may offer the client:

- an extension of the service to recover the delay;
- rescheduling of the service;
- a refund for the unused portion of the service.

In the event of technical issues, Dream Events Travel reserves the right to replace the client's selected boat with an equivalent one (meaning a boat of similar size and capacity, within a 15% limit).

In such a case, no refund or compensation will be owed to the client.

## **7. JURISDICTION**

For any disputes arising in connection with the interpretation, execution, or termination of this agreement, the parties recognize the exclusive jurisdiction of the Court of Treviso, except as otherwise provided under consumer protection law (Italian Consumer Code – Legislative Decree 206/2005).

## **8. PRIVACY**

Pursuant to Article 13 of Legislative Decree 196/2003 ("Privacy Code") and Article 13 of EU Regulation 2016/679 concerning the protection of individuals with regard to the processing of personal data, any personal data provided will be processed in compliance with the aforementioned regulations and with the confidentiality obligations to which Dream Events Travel is subject.

## **9. MANDATORY NOTICE PURSUANT TO ART. 17 OF LAW NO. 38/2006**

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

## **B) GENERAL TERMS AND CONDITIONS FOR INDIVIDUAL TOURIST SERVICES BROKERED BY DREAM EVENTS & TRAVEL CO.**

### **1. GENERAL INFORMATION**

The conditions and main features of the tourist service to be booked will be specified in the order confirmation / voucher / travel ticket / attached travel document.

In addition to the provisions of the Civil Code and any applicable special regulations, the terms set by the individual provider shall apply, including those concerning early cancellation (cancellation penalties). The contractual conditions are available on the provider's official website and/or other official channels and/or will be provided directly by the provider via Dream Events Travel.

If required, the customer agrees to sign all documentation requested by the Provider that is mandatory for the provision of the requested service (e.g., signing of a private boat rental agreement under Art. 59-ter of Law Decree 1/2012).

Purchasing the requested service implies full knowledge and acceptance of the above-mentioned conditions.

### **2. BOOKING PROCEDURE AND PAYMENT**

Dream Events Travel will provide the client with a quotation valid for a maximum of 7 (seven) days. Once the quote is confirmed, Dream Events Travel will send an order confirmation, which the client must return signed, and also make full payment or pay the required deposit, according to the terms and timeline specified in the document, within 3 (three) days.

If a deposit is requested, the balance must be paid at least 7 (seven) days before the event.

If the purchase is made within 15 days of the event, full payment will be required, unless otherwise agreed.

After payment confirmation, Dream Events Travel will issue a receipt and provide the necessary documents and instructions to access the service.

Dream Events Travel collects payment in the name and on behalf of the service provider.

All forms of payment are accepted. However, if paying by credit card, any commission fees will be paid by the client.

### **3. BOOKING DETAILS**

The contracting party confirms that the personal data of the travelers included in the contract match exactly the details on their identity documents and agrees to promptly verify the accuracy of the data in the attached documents (e.g., dates, names, destination).

The contracting party must also communicate any food intolerances, allergies, specific dietary needs, or other issues concerning themselves or others using the purchased services by email to **info@dreamboatvenice.com**, as soon as possible and no later than 15 days before the event.

If the purchase is made within 15 days prior to the event, the Client must communicate such information via email at the time of quote confirmation.

Dream Events Travel reserves the right to evaluate whether such requests can be met based on availability at the time.

In the absence of communication from the Client, Dream Events Travel shall not be held liable for unreported intolerances, allergies, phobias, or other special needs.

#### **4. PERSONAL DOCUMENTS**

To access the purchased services, all travelers must have valid personal documents (e.g., identity card, passport, visa), or any other documents required by competent Authorities based on the destination and passengers.

Travelers, particularly minors or foreign nationals, must ensure well in advance that they are aware of the necessary documentation for travel from, through, and to the relevant countries, as well as those required by the service provider.

#### **5. CHANGES, WITHDRAWAL, AND PENALTIES**

Any changes to the order must be requested by the Client at least 15 (fifteen) days before the event date and will be accepted based on availability, with Dream Events Travel reserving the right to revise the quote accordingly.

In case of changes and/or requests involving a reduction in the number of participants received within 3 (three) days before the event, the originally agreed amount will remain unchanged, unless otherwise agreed.

For all tourist services purchased by clients for which Dream Events Travel acts as an intermediary, the cancellation conditions of the service provider shall apply, in accordance with applicable law.

#### **6. LIABILITY**

Dream Events Travel is solely responsible for executing the mandate given by the client for the intermediation of the tourist service, regardless of whether the service is performed by the vendor itself, its assistants or employees when acting in the course of their duties, or by third parties used by the vendor. Fulfillment of obligations must be assessed based on the diligence required for the performance of the corresponding professional activity.

The service provider is the party responsible for the proper execution of the service, and any complaints or requests must be addressed directly to them.

Dream Events Travel is not responsible for the proper execution of the booked service.

Dream Events Travel holds a civil liability insurance policy with Reale Mutua (policy no. 2025/03/2594762) as required by law.

#### **Delays, Schedule Changes, and Boat Substitution**

Dream Events Travel shall in no case be held responsible for any schedule changes, delays, cancellations, or other circumstances due to force majeure (e.g., strikes, extreme weather, wars, earthquakes, epidemics) or attributable to the client.

For boat transfer services, a delay of up to 10 minutes on the part of the client is tolerated. Beyond this, the service cannot be guaranteed, and no refund or compensation may be claimed by the client.

In the case of a private boat rental, any delays will reduce the time available for the event, with the return time remaining set unless otherwise agreed by the parties.

In such cases, no refund or compensation may be claimed by the client.

Should technical problems arise—whether with Dream Events Travel or the provider—causing a delay in service, Dream Events Travel may offer the client one of the following options:

- extension of the service to recover lost time;
- rescheduling of the service;

- refund for the unused portion of the service.

If technical issues occur, Dream Events Travel also reserves the right to replace the client's chosen boat with an equivalent one (meaning a boat of similar size and capacity, within a 15% range limit). In such cases, no refund or compensation may be claimed by the client.

#### **7. TERMS APPLICABLE TO LINKED TRAVEL SERVICES (Art. 33(f) Tourism Code)**

If Dream Events Travel has brokered/facilitated the sale of linked travel services, travelers are entitled to financial protection for the reimbursement of payments received for services not provided due to the insolvency of the travel agency (Art. 49 of the Tourism Code).

This protection does not cover insolvency of the actual service provider.

Attached is the standard information form pursuant to Art. 33(1)(f)(2) of the Tourism Code, Legislative Decree 79/2011 – Annex B – Part V of Legislative Decree of May 21, 2018 (STANDARD INFORMATION FORM).

#### **8. JURISDICTION**

For any disputes arising regarding the interpretation, execution, or termination of this agreement, the parties acknowledge the exclusive jurisdiction of the Court of Treviso, without prejudice to legal provisions concerning the Consumer's court of jurisdiction, as provided for by the Consumer Code (Legislative Decree 206/2005).

#### **9. PRIVACY**

Pursuant to Art. 13 of Legislative Decree 196/2003 ("Privacy Code") and Art. 13 of Regulation (EU) 2016/679, regarding the protection of individuals with respect to the processing of personal data, the personal data provided will be processed in accordance with the aforementioned legislation and with the confidentiality obligations binding Dream Events & Travel Co.

#### **10. MANDATORY DISCLOSURE PURSUANT TO ART. 17 OF LAW NO. 38/2006**

Italian law punishes crimes related to child prostitution and child pornography, even if committed abroad, with imprisonment.

## **ADDENDUM: BOAT BEHAVIOR RULES**

To ensure safety and compliance with regulations, all customers must follow the rules below, which are to be considered an integral part of the general terms and conditions of sale applied by Dream Events Travel.

- **Respect Departure Times:** Please be punctual and adhere to the scheduled departure times. In case of boat delays caused by technical or logistical issues, any lost time will be recovered at the end of the activity.
- **Recommended Footwear:** Shoes are allowed on selected boats. We recommend wearing low, flat (no heels), non-slip shoes for safety reasons and to avoid damaging or scratching the boat's surfaces. On some boats, removing shoes may be mandatory—please respect this rule.
- **Alcohol Consumption:** Please avoid consuming alcohol before boarding and do not overconsume alcohol during the boat trip. If guests display disruptive behavior due to excessive drinking that may pose a danger to the crew or the vessel, the captain reserves the right to deny boarding or to disembark guests before the scheduled end of the trip.
- **Do Not Throw Objects Overboard:** Respect the environment—do not pollute the sea.
- **Waste Disposal Onboard:** At the end of the trip, please leave the boat clean and dispose of waste in the designated bins. If no bins are visible, ask the crew where to dispose of your garbage.
- **Maintain Order:** Store your personal items so that they do not block pathways or create hazards.
- **Follow the law and the crew's instructions:** You must comply with all applicable local laws, regulations, and safety rules, including those specific to the boat. Always follow the captain's and crew's instructions throughout the navigation.
- **Move cautiously:** Avoid sudden movements and try to maintain your balance by holding onto something. Do not run onboard, as the boat's motion may cause you to fall.
- **Do not lean overboard:** You could lose your balance and fall into the water.
- **Avoid Dangerous Behavior:** No activities or games that could endanger your safety or the safety of others. Do not bring dangerous objects, illegal substances, or flammable materials onboard.

By following these rules, you help ensure a safe and pleasant experience for everyone onboard.