

Terms and conditions

Users who use the Services offered by Valdichiana Living declare that they know and accept these general terms and conditions. These Terms only govern the use of Valdichiana Living and all related Services; in any case, the purchase of the Tourist Packages also remains governed by the Conditions of Sale, which are understood to be referred to in full here.

Owner of Valdichiana Living and related Services

Strada del Vino Nobile di Montepulciano and the Flavors of the Valdichiana Senese Piazza Grande 7, 53045 Montepulciano (SI) Italy P.IVA:00995040524 - C.F. 90010670520 stradavinonobile@pec.it

Introduction

This document constitutes a legal agreement between you, the User and Strada del Vino Nobile di Montepulciano e dei Sapori della Valdichiana Senese - Valdichiana Living and regulates your use of the website and, in any case, the use of the Services provided. "Legal Agreement" means that the terms of such agreement, once accepted by the User, are binding on the latter. For simplicity, "User", "you", "your" and similar terms, both singular and plural, refer to you, the User. "Strada del Vino Nobile di Montepulciano e dei Sapori della Valdichiana Senese", "we", "our" and similar terms refer to Strada del Vino Nobile di Montepulciano e dei Sapori della Valdichiana Senese. "Valdichiana Living" refers to this site. "Services" indicates the features and functions that you can use through Valdichiana Living. "Agreement" refers to this document. The conclusion of the Contract takes place in Italian. Other definitions may be found in the "Definitions" section at the end of this Agreement.

Acceptance of Agreement

In order to use the Services, you must carefully read and accept the Contract by clicking on the specific acceptance button. If you do not accept the Agreement, you will not be able to use the Services.

Information about Valdichiana Living

Valdichiana Living is a site dedicated to the presentation and purchase of travel and experiences and allows Users to:

- Check experiences and packages available with reference to the offers on the portal;
- Submit contact requests to receive more information on the trips presented;
- Configure your own Tourist Package by selecting the services of your liking;
- Finalize the purchase of a Tourist Package.

The functions provided by Valdichiana Living and subject to registration, are reserved exclusively for adult users.

Registration, Content of Valdichiana Living

The User is not required to register in order to explore and use Valdichiana Living. However, in order to access some features such as, by way of example but not limited to, subscription to the newsletter, calculation of the cost of the preferred Tourist Package, purchase of the Tourist Package, the User must fill in the forms therein by communicating to the Owner, in completely, truthfully and correctly, the mandatory data requested, fully accepting the Privacy Policy and these Terms and Conditions of use of the service. If you want to know more details on why we ask for such data and on the use we make of it, consult the Valdichiana Living Privacy Policy.

Content available on Valdichiana Living

The contents available on Valdichiana Living are protected by copyright law and other international laws and treaties aimed at protecting intellectual property rights and, unless otherwise specified, their use is permitted to Users exclusively within the limits specified in this document. clause. The Owner grants the User, for the entire duration of the Contract, a personal, non-transferable and non-exclusive license, for exclusive personal and never commercial purposes and limited to the device in use by the User for the use of such contents. Therefore, it is expressly forbidden for the User to copy and/or download and/or share (except within the limits set out below), modify, publish, transmit, sell, sublicense, process, transfer/assign to third parties or create derivative works in any way from the contents, including those of third parties, available on Valdichiana Living, nor allow third parties to do so through the User or his device, even without his knowledge. Where expressly indicated on Valdichiana Living, the User, for mere personal use, may be authorized to download and/or copy and/or share some content made available on Valdichiana Living, provided that he faithfully reports all copyright indications and other information provided by the Owner.

User Contributed Content

Users are responsible for their own content and that of third parties that they share on Valdichiana Living, by uploading it, inserting content or in any other way. Users indemnify the Owner from any liability in relation to the illicit dissemination of third party content or the use of Valdichiana Living, in a manner contrary to the law. The Owner does not carry out any type of moderation of the contents published by the User or by third parties, but could decide to interrupt or suspend the display of such contents in the event that: (i) complaints are received from other Users; (ii) receives a report of infringement of intellectual property rights; (iii) believes it should do so in anticipation of, or as a result of, legal action; (iv) such action is required by public authority; or (v) believes that such content, remaining accessible through Valdichiana Living, could jeopardize the Users, third parties, the availability of the Service and/or the Owner himself.

Rights relating to content provided by Users

By sending, publishing or displaying content on or through Valdichiana Living, the User grants the Owner a license without territorial limits, non-exclusive, free of charge and with the right to sublicense, for use, copying, reproduction, processing, adaptation, modify, publish, transmit, display and distribute such content in any medium or distribution method currently available or hereafter developed.

Services provided by third parties

Users can use services or contents included in Valdichiana Living provided by third parties, but they must first read the terms and conditions of such third parties and accept them. Under no circumstances can the Owner be held responsible in relation to the correct functioning or availability, or both, of services provided by third parties. Prohibited Use The Service shall be used in accordance with the Terms and Conditions. Users cannot:

- Reverse engineer, decompile, disassemble, modify or create derivative works based on Valdichiana Living or any portion of it;
- Bypass the computer systems used by Valdichiana Living or its licensors to protect the content accessible through it;
- Copy, store, modify, change, prepare derivative works or alter in any way any of the contents provided by Valdichiana Living;
- Use any robot, spider, site search and/or retrieval application, or any other device, process or automatic means to access, retrieve, scrape or index any portion of Valdichiana Living or its contents;
- Rent, license or sublicense Valdichiana Living;

- Defame, abuse, harass, threaten, threaten, or otherwise violate the rights (such as the right to privacy and publicity) of others;
- Disseminate or publish illegal, obscene, illegitimate, defamatory or inappropriate content;
- Unlawfully take possession of the account used by another User;
- Register or use the Service in order to approach Users to promote, sell or advertise in any way products or services of any kind through Valdichiana Living;
- Use Valdichiana Living in any other improper way that violates these Terms.

Purchase procedure and User rights

Estimate calculation

Through Valdichiana Living, the User can estimate the cost of the Travel Package of interest simply by accessing the appropriate section on the portal. The estimate resulting from this procedure has a mere indicative value of the cost of the trip and is calculated on the basis of the data provided by the Tour Operator, which may vary, even significantly, depending on the customizations and options chosen by the User. In no case does the estimate have a binding value or a legal agreement and must be treated as an option that Valdichiana Living offers to help Users navigate among the various options provided. For more information, the User is however requested to contact the Owner at the contacts indicated in the Terms.

Purchase of the Travel Package

Through the appropriate section on the Valdichiana Living website, the User can create, customize and purchase his own travel Package for himself and for his group. The User must select from the options offered those of his liking and, thus, create his own Tourist Package and check-out after carefully checking, and possibly modifying, the information contained in the order summary. The User will have 48 hours to modify the information, after which it will no longer be possible to act on the data relating to the reservation. Valdichiana Living reserves the right, once the aforementioned period of time has elapsed, encountering any anomalies and/or attempts to enter untruthful data with respect to any of the travelers included in the booking, to withhold the amounts already paid as a penalty.

The order is placed through confirmation of the same and is subject to payment of the price, taxes and expenses indicated in the order summary form. The conclusion of the online purchase process constitutes the signing of the purchase proposal pursuant to the General Conditions of Sale.

The contract is concluded when the Owner sends the Order Confirmation to the email address provided by the User.

The Owner reserves the right to cancel or modify an order placed on Valdichiana Living by communicating to the User, to the email address associated with the purchase, by the date established for the start of the supply of the services included in the Tourist Package, any modification or unavailability of one or more of the services associated with your Tourist Package or of the entire Tourist Package purchased. If the Tourist Package is cancelled, or if the User does not accept the changes, communicating them with the times and in the manner set out in the General Conditions of Sale, the Owner will, where foreseen, refund any price already paid by the User according to the methods set out in the General Conditions of Sale.

Any modification of the Tourist Package after the start date of the provision of the services provided therein is governed by the General Conditions of Sale. In any case, the sale of the Tourist Packages presented on Valdichiana Living is also subject to the terms and conditions of sale, which are available for

consultation at the following link (General Conditions of Sale), and which the User is equally obliged to read and accept.

Payment methods

Valdichiana Living uses third-party tools for payment processing and does not in any way come into contact with the payment data - such as those relating to the credit card - provided.

PayPal

Proceeding with the purchase with Paypal, you have the option of paying the rate in 3 installments.

Right of withdrawal

Right of contractual withdrawal The User declares to be aware that the purchases of Tourist Packages made through Valdichiana Living fall within the services relating to leisure activities which provide for a specific date or period of execution and which, therefore, do not enjoy the right of withdrawal provided for by Legislative Decree 206/2005 (i.e. "Consumer Code").

Warranty, Indemnification and Limitation of Liability

Disclaimer

Valdichiana Living and all the functions accessible through Valdichiana Living are made available to Users, under the terms and conditions set out in the Contract, without any guarantee, explicit or implicit, that is not required by law. In particular, no guarantee is given of the suitability of the Services offered for the particular purposes set by the User. The use of Valdichiana Living and of the functions accessible through Valdichiana Living is carried out by Users at their own risk and under their own responsibility. In particular, the Owner, within the limits of the applicable law, is liable for damages of a contractual and extra-contractual nature to Users or third parties only when these constitute an immediate and direct consequence, due to willful misconduct or gross negligence, of the activity of Valdichiana Living. Therefore, the Owner will not be liable for (i) any losses that are not a direct consequence of the breach of the Contract by Valdichiana Living.; (ii) any loss of business opportunity and any other loss, even indirect, that may be suffered by the User (such as, by way of example and not limited to, commercial losses, loss of revenues, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, etc.); (iii) damages or losses deriving from interruptions or malfunctions of Valdichiana Living due to events of force majeure or, in any case, to events beyond the control of the Controller, such as, by way of example but not limited to, failures or interruptions to telephone or electricity lines, to the internet and/or in any case to other transmission tools, unavailability of websites, strikes, natural events, viruses and computer attacks, interruptions in the supply of third-party products, services or applications and (iv) incorrect use of Valdichiana Living by Users or third parties.

Indemnity clause

The User undertakes to indemnify the Owner (as well as any company controlled or affiliated by the same, its representatives, directors, agents, licensees, partners and employees), from any obligation or liability, including any legal fees incurred to defend themselves in court, which may arise in the event of damages caused to other Users or third parties, in relation to the contents uploaded online, to the violation of the terms of the law or of the terms of these conditions of service. Limitations of liability Without prejudice to what is established in the "Disclaimer" clause regarding the liability of the Owner and without prejudice to

the foregoing and to what is elsewhere provided for in the Terms and Conditions of Sale, the User specifically acknowledges and accepts that any changes to the price of the Tourist Package as a result of fluctuations and/or variables independent of the will and unrelated to the Owner's sphere of control, as well as in cases of price variation expressly provided for in the Conditions of Sale, cannot give the right to refunds, compensation, indemnity, termination of the Contract or any other form of protection not expressly provided for by the Terms or Conditions of Sale.

Miscellany

Service Interruption

To guarantee Users the best possible use of the Service, the Owner reserves the right to interrupt the Service due to system maintenance or updating needs, informing Users through constant updates on the matter on Valdichiana Living.

Suspension of Service

The Owner reserves the right, at its sole discretion and without the exercise of this right giving rise to any claim of default or violation of this Agreement, to suspend the Service if:

- We have reasonable grounds to believe that the Service is or may be used by an unauthorized third party;
- An event of force majeure occurs or circumstances which, at the sole discretion of the Owner, require emergency interventions or the resolution of safety problems, dangers for the entire infrastructure and/or people and/or property (in the latter case, the Service will be restored as soon as the Owner, at its discretion, can deem that the cause of the suspension of the Service has actually been removed or eliminated);
- The User is involved, in any capacity, in any judicial or extrajudicial dispute of a civil, criminal or administrative nature, and, in any case, if this dispute may involve actions or provisions against the Service or the Owner;
- The suspension is requested by any court.

Any suspension of the Service attributable to the User does not affect the right of the Owner to request compensation for any damage suffered.

Resale of the Service

Users are not authorized to reproduce, duplicate, copy, sell, resell or exploit any portion of Valdichiana Living and its Services without the Owner's express permission, granted directly or through a specific reselling program.

Documents necessary for the finalization of the purchase

The User undertakes, upon request of the Owner, to send a copy of his identity document, passport and/or driving license to allow the Owner to purchase the services connected to the Valdichiana Living travel package, it being understood that, in failure to send the requested mail within three (3) days of receiving the request, the Owner may cancel the reservation due to the impossibility of providing the requested service.

Privacy Policy

For information on the use of personal data, Users must refer to the Valdichiana Living Privacy Policy which is referred to here and forms an integral and substantial part of the Contract.

Intellectual Property Rights

All trademarks of the Application, figurative or nominative, and all other signs, trade names, service marks, word marks, trade names, illustrations, images, logos that appear concerning Valdichiana Living are and remain the exclusive property of the Owner or its licensors and are protected by applicable trademark laws and related international treaties. All trademarks, figurative or registered, and all other signs, trade names, service marks, word marks, trade names, illustrations, images, logos relating to third parties and the contents published by such third parties on Valdichiana Living are and remain the exclusive property of such third parties or their licensors and are protected by applicable trademark laws and related international treaties. The Holder does not own the ownership of these intellectual property rights and can only use them within the limits and in accordance with the contracts entered into with such third parties and for the purposes outlined therein.

Age requirements

Users are free to explore Valdichiana Living without registering and, consequently, without providing any personal identification data. However, to access some additional features of Valdichiana Living, the User must provide the data requested in the respective forms, which may also include the User's age. In any case, the use of the additional functions of Valdichiana Living (i.e. calculation of the estimate and purchase of the Tourist Package) is allowed only to the adult User according to the applicable legislation. For more information, see the Privacy Policy.

Changes to these Terms

The Owner reserves the right to make changes to the Terms at any time, giving notice to the User by publishing it on Valdichiana Living. The User who continues to use Valdichiana Living after the publication of the changes accepts the new Terms without reservation.

Assignment of the contract

The Owner reserves the right to transfer, assign, dispose of by novation or subcontract all or some of the rights or obligations deriving from the Terms, provided that the User's rights provided herein are not affected. The User may not assign or transfer his rights or obligations under the Terms in any way without the written authorization of the Owner.

Image rights release

With the purchase of the Travel Package - therefore, by accepting the General Conditions - the User grants the Owner, free of charge, the right to use, disseminate, reproduce, process, modify, publish, communicate to the public, transmit - on any and all media analogue, electronic, IT and/or digital (including, by way of example, broadcast systems, cable, satellite, web, also on social network pages such as, by way of example: Facebook®, Instagram®, Twitter®, YouTube ®) – your own portrait and image contained in the videos and images that may be taken on the occasion of the trip purchased (hereinafter, the "Images"). The User also: (i) assigns all rights of any kind and nature existing on the Images necessary for the exploitation of the Images for commercial, promotional and advertising purposes; (ii) expressly declares to be fully satisfied and to have nothing to claim for any reason or title (for example, of an economic nature) from the Data Controller, its assignees and/or assignees and/or in general from anyone who uses and exploits the Images; (iii) guarantees to the Owner the peaceful enjoyment of all the rights assigned pursuant to this article and indemnifies the Owner and/or his successors in title from any eventual action and/or claim by third parties

relating to the Images and their exploitation, assuming all relative responsibility at his sole expense. In any case, the Owner will not use the Images in contexts or in ways that jeopardize the honour, reputation and decorum of the user portrayed and/or filmed.

Self-certification of health status

In consideration of the global health situation or specific situations of the trip in which you have decided to participate, Valdichiana Living, for greater protection of you and your travel companions, may ask you to sign a self-certification certifying your state of health. Valdichiana Living will provide you with a suitable template. The delivery of the self-certification, if requested by Valdichiana Living, is a necessary condition for participation in the trip itself, and its non-delivery will cause unilateral termination of the contract for the sale of the tourist package, thus excluding the right to a refund of the amount paid. The personal data contained therein will be treated in compliance with our privacy policy, which you can find at the following link.

Communications

All communications relating to Valdichiana Living must be sent using the contact information indicated in the Sales Contract.

Ineffectiveness and Partial Nullity

If any clause of the Terms should be null, invalid or ineffective, the aforementioned clause will be eliminated while the remaining clauses will not be affected by this and will remain fully effective.

Applicable law and competent court

The Terms and all disputes regarding their execution, interpretation and validity are subject to Italian law, to the jurisdiction of the Italian State and to the exclusive jurisdiction of the Court of the place where the Owner is based. In the event that the User is a private individual acting for purposes that do not fall within the framework of his commercial, industrial, artisanal or professional activity, the mandatory territorial jurisdiction lies with the judge of the User's place of residence or domicile, if located in the territory of the state.

Online dispute resolution for consumers

The consumer residing in Europe should be aware of the fact that the European Commission has set up an online platform which provides an alternative dispute resolution tool. This tool can be used by the European consumer to resolve any dispute relating to and/or deriving from contracts for the sale of goods and services entered into on the net in a non-judicial manner. Consequently, if you are a European consumer, you can use this platform for the resolution of any dispute arising from the online contract stipulated with the Owner. The Data Controller is available to answer any questions sent via email to the email address published in this document.

Definitions

Terms of Sale

Indicates the general conditions of sale of the Tourist Packages, available for consultation at the following link: General Conditions of Sale.

Order Confirmation

Indicates the email that the Owner sends upon acceptance of the purchase order and constitutes the moment of conclusion of the Contract.

Travel Package

Indicates the trip, the holiday, the "all inclusive" circuit, the tourist cruise, resulting from the combination, by anyone and in any way carried out, of at least two of the elements indicated below, sold or offered for sale at a flat-rate price: a) transport; b) accommodation; c) tourist services not ancillary to transport or accommodation which constitute a significant part of the package for the satisfaction of the tourist's recreational needs.

Service

The service offered by Valdichiana Living as described by these Terms and within Valdichiana Living.

Terms and Conditions (or Terms)

These general conditions of service, which constitute a legally binding agreement between the User and the Owner.

Data controller

Indicates Strada del Vino Nobile di Montepulciano and the Flavors of the Valdichiana Senese Piazza Grande 7, 53045 Montepulciano (SI) Italy P.IVA:00995040524 - C.F. 90010670520 stradavinonobile@pec.it

User

The physical person or legal entity using the Service.