

FLY EMOTION: GENERAL CONDITIONS OF CONTRACT - VALID FROM 18.02.2016

1. PREMISE

1.1 These General Conditions of Contract regulate the ways in which Fly Emotion supplies the Service to the Consumer and provide the due pre-contractual and contractual information to the consumers concerning both contracts that were concluded within a Fly Emotion commercial shop and contracts that were concluded remotely and in particular via the Fly Emotion website or by phone.

1.2. These General Conditions of Contract were redacted in compliance with the Italian Law D. Lgs. 2005/206 as modified by the D. Lgs. 21th February 2014/21 (hereinafter "Code of Consumption") and by the regulations relating to E-Commerce (D. Lgs. 9th April 2003/70).

2. GENERAL INFORMATION FOR THE CONSUMER

2.1. The service is supplied by FLY EMOTION SRL., with registered office at Via Ceresola 164 - 23018 Talamona, whose Italian VAT no., tax code and registration number on the Reg. Impr. of Sondrio is 07319660960, legally represented by its pro-tempore solicitor (hereinafter, "Fly Emotion" or the "Professional Man"), telephone number +39-0342-613819, fax. +39-0287161090, email address info@flyemotion.com, Certified Electronic Mail (PEC) address amministrazione@pec.flyemotion.it.

2.2 The service supplied by Fly Emotion which these General Conditions of Contract refer to consists of the usage of the facilities on the theme park, situated in the cities of Albaredo per San Marco and Bema, Sondrio province, (hereinafter, "The Service"). In particular:

- Aerofune (aerial cable): the aerofune is made of two flight sections; each one is made of a steel cable stretching between a pair of special supports and linking two stations over more than 800 metres in length. The Consumer who makes use of the Service is properly roped up by our professional staff members using equipment for security. During this phase, the Consumer is fastened in horizontal position facing the ground. Subsequently, the trolley is left to slide freely along the cable, as the Consumer crosses the Distance between the supports in simulation of a flight experience. The aerofune can be enjoyed both solo or duo, using a special harness. The latter involves placing the two clients one above the other, with the heaviest person on top; the harness supports the weight of both persons. A special braking system at the arrival station safely slows the clients down to a complete stop, where authorized personnel assists in the release procedure. The aerofune is located both in the village of Albaredo per San Marco and in the village of Bema (SO).

- Aerobosco (aerial wood): the aerobosco is a Tree Top Adventure Park built of a series of paths on trees, which are raised from the ground. Such paths are equipped with a special "life line", that is a security system which prevents falling down. Finally, paths are identified by distinct colors to distinguish varying degrees of difficulty; these include a special path for children (which is available for use by adults as well). The Consumer who uses the Service is provided with a harness of the kind used for climbing, and assisted in putting it on by our professional personnel. Before accessing the paths, the Consumer is taught and trained by the personnel on the use of the protection equipment, as well as on the fall arrester safety system that is in use within the park. The usage of the park is left to the Consumer, with the support and supervision offered by our professional personnel (Istruttori Soccorritori Parco Avventura - Tree Top Adventure Park Instructor Rescuers), for the time indicated in these General Conditions of Contract.

2.3 For security reasons, the usage of the Service is subject to the unquestionable judgement of Fly Emotion, with the exception of the Consumers' rights as specified in these General Conditions of Contract.

2.4 Again for security reasons, the usage of the Service is moreover subject to some restrictions on weight and height. Unless otherwise specified by Fly Emotion on the website and/or in other communications on-site, the following restrictions are in place:

- Aerofune : minimum height 1.1 metres (one dot one), maximum height 2.2 metres (two dot two); (i) minimum weight 70 kilograms (seventy) for the flight in individual mode and 100 kilograms combined (one hundred) for the flight in pairs; (ii) maximum weight 120 kilograms (one hundred kilograms) for the flight in individual mode and 180 kilograms combined (one hundred and eighty) for the flight in pairs.

- Aerobosco : minimum height 1.1 metres (one dot one) for children, 1.4 metres (one dot four) for adults. Maximum weight 120 kilograms (one hundred and twenty).

Fly Emotion reserves the right to apply more restrictive limitations.

2.5 Bookings by minors will not be accepted. Bookings for minor Consumers must be made either by a holder of parental responsibility or by some other adult, and will be accepted only if the minor will: (i) use the Service together with at least one parent; or (ii) provide, at check-in time, official documentation proving authorisation by a parent or by a person holding parental responsibility to use the Service unaccompanied.

2.6 The Service provided by Fly Emotion is an activity that may provoke strong emotions. Hence, its usage is strongly discouraged to anyone whose health is less than excellent. In particular, Fly Emotion may not be held responsible for any damage, derived directly or indirectly from the participation in the Service, to persons with prejudicial health conditions and/or who suffered in the past or who are currently suffering from disorders and/or illnesses of the circulatory, cardiac or nervous systems, such as (note, the following list is only given as an example and is by no means exhaustive): cardiac and vascular illnesses and/or malformations, circulatory disorders, internal bleedings of any kind, strokes - as well as traumatic or post-traumatic conditions of the locomotor system, particularly regarding the limbs or the vertebral column.

2.7 At the time of making the booking application, the Consumer is required to disclose to Fly Emotion any disease or disability, physical or mental, that may preclude usability of the Service. No reservations can be accepted for passengers whose physical or mental conditions are such as to make their participation in the Service impossible or dangerous to themselves or others, or who require assistance or nursing care that may not possibly be ensured on-site.

2.8 Fly Emotion does not accept reservations for parties that at the date of the end of the flight will be pregnant. Fly Emotion may not, in any way, be held responsible for any event taking place during or after the flight and arising out of, or in any way linked to, pregnancy.

2.9 Given the nature of the Service, people with mental disabilities and/or physical disabilities that prevent the movement or coordination may not be allowed to participate. Therefore, the use of the Service by disabled persons will be assessed at the sole discretion of Fly Emotion. Consumers with disabilities must present themselves at check-in, two (2) hours before the flight, equipped with a special medical certificate, dated no earlier than two months (2) before the flight, attesting to the good health and the clearance of the doctor for the conduct of specific activities. They will also be required to sign an indemnity statement.

2.10 Fly Emotion does not assume any obligation to set up alternative programs for customers with disabilities, nor does it take responsibility in relation to the difficulty or impossibility for them to use the Service .

2.11 The Service delivered by Fly Emotion is an activity for which sports clothes and shoes are required. In particular, to take advantage of the Aerobosco Service, the Consumer is required to wear closed-in shoes with non-slip soles. Fly Emotion reserves the right to prevent access to its attractions to those who wear clothes and shoes that may in any way impair the safety and enjoyment of said attractions to himself and/or to the other participants.

12.2 Unless otherwise stated on the ticket or by Fly Emotion at the time the contract is signed, the final check-in time is 30 minutes prior to the scheduled entrance time. For example, if the entrance (for aerofune, for aerobosco, or both) is scheduled for 10:00, the Consumer must check-in - at the place indicated on the ticket - no later than 09:30.

2.13 The place of departure varies according to the type of Service which the Consumer intends to use :

- For the aerofune Service only: Albaredo per San Marco , Via San Marco 20

- For the aerobosco Service only: Bema , Location Cassinello

- To use both services (in the order specified by Fly Emotion or otherwise indicated on the ticket or otherwise determined by the Consumer during the booking process, if possible) : Bema, Location Cassinello.

3. CHANGE / CANCELLATION POLICY

3.1 Fly Emotion reserves the right to notify (via telephone and/or email) the Consumer of its inability to provide the Service for the time and date formerly agreed upon, or of the need to change the agreed Service up to twenty four (24) hours before provision, even in the absence of force majeure. In such a case, the Consumer is entitled to either: (i) a full refund of the previously paid amount; or (ii) repayment of an amount determined by Fly Emotion corresponding to the part of non-deliverable Service; or (iii) rescheduling of the date and time of Service, as well as its contents, according to availability. The Consumer will have to notify his/her decision within forty-eight (48) hours from the time Fly Emotion communicates not being able to provide the Service in the way that was originally agreed upon. In any case, Fly Emotion may not be required to refund any travel, transport, accomodation or other expenses that the Consumer might have already incurred in relation to the cancelled/modified Service.

3.2 Fly Emotion reserves the right, at its sole discretion, to modify the timetables and arrangements for the supply of Service, in case of some force majeure events, such as adverse weather conditions (rain or strong wind) and/or environmental situations and/or conditions of the systems and structures which do not allow a safe execution of the Service, even for limited periods of time during the day. In this case, the Consumer is entitled to either: (i) the repayment of an amount determined by Fly Emotion corresponding to the part of non-deliverable service; (ii) reschedule the date and time of the Service and its contents according to current availability. In any case, Fly Emotion may not be required to repay any travel, transport, accomodation or other expenses that the Consumer might have already incurred in relation to the cancelled/modified Service.

3.3 If after delivering part of the agreed Service, the remaining part of the Service or the Third Party Services (as defined below) stipulated in the contract, could not be delivered, even in the absence of force majeure, Fly Emotion will set up alternative solutions when possible, compatibly with the technical and security limitations, without additional costs charged to the consumer. If the services provided are of significantly lower value than the booked ones, Fly Emotion will refund the Consumer within the limits of said lower value, and in the same manner in which the payment by the Consumer was finalized. If no alternative solution is possible, or the solution proposed by Fly Emotion is refused by the Consumer for serious, justified and proven reasons, Fly Emotion will provide, at no extra charge, a means of transport for the return journey to the departure point and reimburse the Consumer for the sum paid by the latter for the Service, Third party Services and/or the part of them which was not used by the Consumer, according to an assessment which will be quantified at the sole discretion of Fly Emotion.

3.4 If the Consumer wants to proceed to change the date and time of the Service already purchased, it will be possible to make this change, in the manner indicated on the Fly Emotion website and based on the Service availability in the next six (6) months, exclusively within and no later than two (2) days from the date that was originally scheduled, and under the following conditions: (i) with an additional payment of 5,00 (five) Euro to cover management costs, if the change occurs within two (2) days before and not earlier than five (5) days before the date that was originally scheduled; (ii) free of charge, if the change occurs earlier than five (5) days before the date that was originally scheduled; if the change request also involves changing the type of Service and/or Third Party Services (for example, from individual mode to pair mode flight, or from reduced to full ticket), the Consumer will be required to pay any difference between the price of the Service and/or Third Party Services originally purchased and the price of the Service and/or Third Party Services as amended.

3.5 In the event that the Consumer does not show up at check-in within the specified time, Fly Emotion may not grant him/her the usage of the Service. The ticket will be considered as used to all intents and purposes and, therefore, may not be refunded under any circumstances.

4. CONSUMER'S OBLIGATIONS

4.1 The Consumer will have to bring a valid ID, according to his/her nationality, and will have to show it when requested by Fly Emotion and its personnel. Moreover, at check-in time, the Consumer will have to show a printed copy of the booking receipt.

4.2 The Consumer will also have to behave in such a way as to ensure the safety and enjoyment of the Service by other consumers and will have to follow the standard rules of caution and diligence, as well as all instructions given by Fly Emotion and its employees and any regulations and administrative or legislative provisions relating to public entertainment.

4.3 While using the Service, the Consumer is forbidden to carry goods, live animals, weapons, ammunition, explosives, inflammable, toxic or dangerous substances, as well as audio/video devices without the written consent of Fly Emotion. In particular, it is strictly forbidden to transport any object not provided by Fly Emotion on the aerofune, be it brought by hand by the Consumer or worn over the equipment provided. Fly Emotion reserves the admission of such items at its absolute and sole discretion.

4.4 The Consumer will be considered liable for all damages that Fly Emotion may suffer because of the failure to fulfill the above obligations. In particular, the Consumer will be considered liable for all damage caused to the plant, to the structures, furnitures and equipment, the damage caused to other passengers and third parties, as well as all fines, penalties and expenses which Fly Emotion will have to incur, and that were caused by the Consumer's actions.

4.5 The Consumer is required to provide to Fly Emotion all the information necessary to enable it to fulfill its obligations with regard to security.

4.7 The Consumer must follow the instructions that are issued by Fly Emotion regarding
- flight times, for both the outward and return flights, with particular regard to check-in times

- scheduled times for the usage of the aerobosco, again, with special regard to check-in times

4.8 Upon check-in, the Consumer will have to fill in a form requesting, in particular, age detail. The completed form must be returned to staff upon demand. The form will also briefly recall these conditions and other indications from Fly Emotion about the correct use of the Service.

4.9 In case of arrest of the aerofune in the middle, or of fall and stop along the paths of the aerobosco without being able to resume the experience, the Consumer must remain calm, stay firm in the stop position and not make any maneuver which may be detrimental to their own safety or to the safety of others. Fly Emotion follows standard guidelines for recovery and can dispose of suitable equipment to implement them as quickly as possible.

5. FLY EMOTION'S LIABILITIES

5.1 Fly Emotion will be exempt from liability when damage is derived from the Consumer's doing (including initiatives undertaken by the latter during the execution of services which are in any way related to the Service) or from the doing of a third party unrelated to the supply of performances specified in the contract, from fortuitous events, from force majeure, including adverse weather conditions, or circumstances that Fly Emotion could not, with all due professional diligence, reasonably foresee or solve.

5.2 Fly Emotion is not liable to the consumer for any damage caused to the latter due to the default by the suppliers of Third Party Services (as defined below) or by any intermediaries who may have intervened in the conclusion of the contract.

5.3 If applicable, the compensation due by Fly Emotion may not in any case be greater than the indemnities and the limitations of such indemnities specified in the existing Italian Law regulations relating to the provision whose breach determined the damage. In any case, the upper bound for the compensation may not exceed the amount of ,500.00 (five hundred / 00) Euro for damage to property.

6. TOURS, ENTERTAINMENT AND SERVICES PROVIDED BY THIRD PARTIES

6.1 Fly Emotion acts under sale concession contract for the sale of tours and the services provided by third parties, other than the type of service described in art. 2.2 of these General Conditions of Contract (hereinafter: "the Third Party Services"). Third Party Services, even when related to or part of the Service purchased by the Consumer via Fly Emotion, are governed by the conditions of contract and the general terms and conditions applied by the entity providing the related services and the applicable national legislation. For certain types of tours or activities, special conditions, requirements or regulations may apply, depending on the characteristics of such tours and activities.

6.2 The prices and itineraries of the tours and the timetables of Third Party Services that are published on the Fly Emotion website, or in Fly Emotion's business premises, may be subject to alterations and changes, both in relation to external circumstances (such as, for example, weather conditions, strikes, transportation delays, etc.) and in relation to the operational needs of the providers of such Third Party Services.

6.3 Subject to all the provisions of art. 3, in the event of cancellation of or changes to a Third Party Service, even if not due to force majeure, for which Fly Emotion directly cashed the sum, as part of a unique business proposition together with the Service, Fly Emotion will provide according to the terms and conditions specified in art. 3.

7. ADDITIONAL EQUIPMENT RENTAL AND VIDEO-/PHOTO-GRAPHIC MATERIAL PURCHASE

7.1 Fly Emotion supplies the Consumer with the necessary equipment to use the Service. If the Consumer wishes to film the performance of the Service by using special additional equipment that Fly Emotion provides (camera and memory card), he/she may proceed to the rental of said equipment according to the terms and conditions specified in the general conditions that the Consumer shall subscribe to, at the time the rental takes place.

7.2 Fly Emotion allows to purchase any film and photography that is made either by the Consumer, using the rented equipment as specified in the previous article, or directly by Fly Emotion. The decision on whether or not to purchase the product may be given once the Service is over, after taking cognizance of the product's quality. Once the product is sold, Fly Emotion disclaims any refund request or complaint.

7.3 Under articles 10 and 320 of the Italian Civil Code and Articles 96 and 97 of the Italian Law on copyright (1941/633), the Consumer: authorizes Fly Emotion SRL, free of charge and with no time limit, to publish and/or distribute their images in any shape or form, and through any medium of communication, including the Fly Emotion website and printed papers; authorizes the preservation of the photos in the computer files and notes that the aim of these publications is merely of advertising and promotional nature in recreational sports.

8. CONCLUSION OF THE CONTRACT

8.1 The Consumer may select the type and the quantity of Service to be purchased, as well as the date and time for the Service to take place, according to availability.

8.2 For online sales, user registration and login are required, in order to obtain the final confirmation; The Consumer declares the veracity and validity of the information provided, in order to obtain the tax documents relating to the purchase.

8.3 During the buying process, a summary of the purchased services and related costs is given, as well as an option to see and get durable copy of such conditions of purchase.

8.4 At the time of concluding the contract, the full price of the booked services must be paid in a lump sum, including VAT if need be. If the contract is concluded through the Fly Emotion website or call center, the payment must be made exclusively by credit card or similar form of electronic payment (e.g. PayPal). If the contract is concluded at the Fly Emotion ticket office, payment may be made by credit card, debit card or cash.

8.5 All payment terms are considered necessary and, therefore, failure to pay the whole agreed amount will result in a law suit, which will be started regardless of the compensation for further damages suffered by Fly Emotion.

8.6 The prices are comprehensive of all that is explicitly stated in the description of the Service provided, as detailed in the summary of the order, downloaded and checked by the Consumer prior to confirmation of acceptance.

8.7 Upon completion of payment, a summary and confirmation email will be sent to the Consumer, containing: the ticket with details on the purchased Service and its invoice. The ticket constitutes title deed to use the Service and will be delivered to the Consumer after payment of the

corresponding amount. If the contract is concluded via the Fly Emotion website, the delivery of the ticket and of the invoice will be done exclusively by electronic means (e-mail or similar form) and will be the exclusive responsibility of the Consumer to print and archive the documentation and to show it to Fly Emotion for admission to the Service, upon request.

9. RIGHT OF WITHDRAWAL

9.1 Under Art. 59 of the Italian Law Consumer Code ("Codice del Consumo"), the withdrawal is excluded for services relating to leisure activities if the contract provides for a specific date or period of performance. Therefore, the Consumer may not exercise the right of withdrawal after conclusion of the contract.

9.2 Notwithstanding the provisions in art. 9.1, in accordance with art. 3.4, Fly Emotion allows the Consumer to change the date specified for the provision of the Service, up to two (2) days prior to the execution of the Service, with another date, to choose among those available in the following six (6) months.

10. GUIDELINES FOR COMPLAINTS

10.1 The Consumer, under penalty of forfeiture, must report to Fly Emotion in writing (also by certified email) a formal complaint listing any shortcomings in the organization or use of the Service, possibly on the very day of their occurrence or, if not immediately recognizable, within seven (7) business days from the date of payment of the Service. Fly Emotion will examine the complaints promptly and in good faith, endeavoring when possible, for a quick, fair and amicable settlement of the issue.

11. CONFIDENTIALITY OF PERSONAL DATA

11.1 The holder of handling rights on personal data is Fly Emotion SRL, with registered office in Talamona, Via Ceresola 164, in the person of its legal representative pro-tempore.

11.2 Under art. 13 of the Italian Law Legislative Decree 30th June 2003/196 (Privacy Code - "Codice sulla Privacy"), Fly Emotion informs that personal data provided by the Consumer will be processed in accordance with the aforementioned Code. The data processing will be carried out mainly through automated methods, in order to guarantee the integrity and confidentiality by adopting the most advanced security tools, for the following purposes: a) conclusion, management and execution of the contractual relationship between the Consumer and Fly Emotion; b) purposes related to the execution of legal obligations, regulations, national and EU legislation, as well as provisions issued by any authority which is legitimized to do so by law.

11.3 Data will not be disseminated to the public and may be disclosed only for the purposes mentioned above, to the following bodies: companies belonging to the same Legal Group as Fly Emotion; people, companies, associations or professional bureaux that provide services or carry out assistance and consultancy on behalf of Fly Emotion; individuals who are authorized to access the data, as recognized by law or secondary regulations, or by provisions issued by any authority which is legitimized to do so by law. The subjects belonging to the above categories will use the data as autonomous holders of the data handling rights, in accordance with the law and in full autonomy, given their lack of relation to the original processing performed by Fly Emotion. The list of names of bodies to whom the data have been communicated or may be communicated in the future is available to the Consumer.

11.4 The Consumer may exercise, by means of a written request to be sent to Fly Emotion, the rights under art. 7 of the Italian Law Privacy Code ("Codice sulla Privacy"), which gives specific rights, including the right to obtain confirmation of the existence of their personal data from Fly Emotion; to know the origin of the data and the logic and purpose of the treatment; to obtain the cancellation, transformation into anonymous form or blocking of data processed in violation of the law, as well as the updating, correction and, possibly, the integration of the data; to oppose, for legitimate reasons, the treatment; to oppose the usage of such data for commercial, advertising or marketing purposes.

12. COMPETENT COURT

12.1 These General Conditions of Contract are regulated by the Italian Law.

12.2 All disputes arising from these General Conditions of Contract, including those relating to the validity, interpretation, execution and termination, shall be devolved to the exclusive competence of the Court of the Consumer, if located in Italian territory.