

**NUBA EXPEDICIONES  
FORTE VILLAGE Resort  
NET RATES 2025**

	Season "A"	Season "B"	Season "C"	Season "D"	Season "E"
	05/04 - 02/05/25 04/10 - 02/11/25	03/05 - 30/05/25 01/09 - 03/10/25	31/05 - 30/06/25	01/07 - 31/07/25	01/08 - 31/08/25
<b>BOUGANVILLE - 4*</b>					
Deluxe Bungalow	228	296	296	416	456
Deluxe Family Bungalow	236	312	312	432	472
Deluxe Family Plus Bungalow	272	368	368	528	560
<b>LE PALME - 4*</b>					
Deluxe Bungalow	256	336	336	496	528
Deluxe Family Bungalow	260	360	360	512	540
Le Palme Roof	268	352	352	472	500
Deluxe Family Plus Bungalow	316	412	412	608	632
<b>IL BORGO - 4*</b>					
Deluxe Bungalow	300	388	388	512	540
<b>PINETA - 5*</b>					
Superior Terrace Room	300	388	416	560	568
Deluxe Family Room	332	412	445	608	632
<b>HOTEL CASTELLO - 5*</b>					
Superior Room	336	424	552	552	576
Superior Garden	348	456	624	624	636
Luxury Family Bungalow	361	490	690	792	832
Superior Mare	436	568	856	856	916
Executive Mare	488	656	952	952	1.000
<b>VILLA DEL PARCO - 5*</b>					
Room/Bungalow	528	720	912	912	976
<b>LE DUNE - 5*</b>					
Deluxe Bungalow	700	952	1.432	1.432	1.432

Other Rooms Hotel Castello and Suites Rooms On Request Commission % on Public Rates	On Request - Public rates				
	Season A + Season B - 18% commission		Season C + Season D + Season E - 9% commission		
<b>Supplement single use</b>					
Bouganville, Palme, Borgo, Hotel Castello Sup. Room & Garden	100	100	100	75%	75%
Pineta, Hotel Castello Superior Mare	50%	50%	75%	75%	75%
Other rooms Hotel Castello, Cala del Forte, Dune, Villa del Parco	75%	75%	75%	75%	75%
<b>Children Policy</b>					
Children Reduction(**)	50%	50%	50%	50%	50%
Infant Reduction (**)	FREE	FREE	FREE	FREE	FREE
<b>Release days</b>	1	2	3	3	10

<b>Minimum Stay - Number of Nights *</b>	1	2	3	3	7
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\*\*\* Deluxe Family Bungalow, Deluxe Family Plus Bungalow, Luxury Family Bungalow: different children and infant policies are applied. See GT&C  
 \*\* Children policy applies only with minimum 2 full rates

Rates are in Euros, per night, per person, breakfast and dinner, VAT included

**General Terms & Conditions for Tour Operators Season 2025 is part of this agreement**  
 Rates and conditions are estimated and subject to minor changes within 31st October 2024

*dessepe de grand*  
 Signed for acceptance

Saturday, 05 October 2024

**PROGETTO ESMERALDA S.R.L.**  
**GENERAL TERMS & CONDITIONS FOR TOUR OPERATORS**  
**Season 2025**

The contract is between:

Progetto ESMERALDA S.r.l.

c/o Forte Village

SS 195 km 39,600

09050 Santa Margherita di Pula (Cagliari), Italy

P.IVA 03478150927

and

Tour Operator: **NUBA USA INC.**

Address: **25420 KUYKENDAHL RD.-SUITE B200 #25 – TOMBALL, TEXAS-77375**

Country: **US**

The contract consists of nine (9) pages, plus two (2) pages of the Addendum Rates ("Rates") and PROMO.

1. FORTE VILLAGE RESORT: this contract is referred to Forte Village Resort ("Hotel"), part of Progetto ESMERALDA.
2. DURATION: the effective dates of the rates outlined in this agreement will be from 5<sup>th</sup> April 2025 throughout and including 2<sup>nd</sup> November 2025.
3. AMENDMENTS: any hand-written amendments will automatically invalidate this contract. Under no circumstances can this contract be amended without prior written consent of Progetto ESMERALDA (changes need to be approved by both Parties), in which case a new contract will be issued.
4. RATES
  - 4.1. Rates are net, non-commissionable, are expressed per person per night (or per room if indicated) and include service, VAT (value added tax), taxes, breakfast and dinner (or only breakfast if indicated). The inclusive VAT element, within the agreed rates, is applied in the percentage of 10% and is subject to change in accordance with the application of Italian law.
  - 4.2. Rates are available for leisure traffic only.
  - 4.3. Rates are restricted to the tour operator only and are not to be disclosed to the public. These special rates (Net Rates) may only be used as part of a tour package or travel program. If, in exceptional circumstances, the tour operator intends to sell the "room only" (Half Board Rate), then Progetto ESMERALDA's standard rates published on the website [www.fortevillageresort.com](http://www.fortevillageresort.com) and included in the attachment "FV Rates" will apply.
  - 4.4. It is further agreed between the parties that whenever the TO intends to sale the rooms only and/or as the main part of a travel package the mark up on the reselling price of the rooms sold to the final clients will not be over 35% of the contracted rates, or special rates if it is the case, such as Early Booking offers and other Promotions, applied by Progetto Esmeralda srl to the TO. Rates will come into effect only once this agreement has been signed and an original copy of it has been received by Progetto ESMERALDA.

- 4.5. The Rates reserved to T.O. are designed and conceived to be applied exclusively to final clients having their residence within the assigned territory: US

T.O. shall promote Progetto Esmeralda hotel facilities in the territory avoiding to market in other territory where Progetto Esmeralda is promoting through different partners.

In any case the T.O. shall refrain from marketing in extra US States.

- 4.6. Any up-selling (the sale of an higher category of room respect to what has been confirmed by the Tour Operator) or holiday extension confirmed by Progetto ESMERALDA during the stay of the guest in the resort, without any intermediate service of the T.O., will not be subjected to any commission in favour of the Tour Operator.
- 4.7. Rates do not include local and city taxes and like applicable *ratione temporis* which are provided by tax and/or local authorities.
- 4.8. Due to limited stock of the rooms on promotion, Progetto Esmeralda has the discretionary right to suspend or cancel sales and promotions with a short notice of 24 hours.

Once the period of notice has elapsed, Progetto Esmeralda will not accept any longer bookings or reservations based on the suspended or cancelled promotional rates.

## 5. SALE, ALLOTMENT AND STOP SALE

- 5.1. Selling is always on request and upon availability.
- 5.2. In some circumstances Progetto ESMERALDA will allow allotments, but reserves the right to reduce, release allocations or send stop sales by written communication. In this case T.O. will have to confirm by written communication all bookings sold within 24 hours from communication of stop sale/allotment reduction.
- 5.3. In some cases, Progetto ESMERALDA reserves the right to change the minimum length of stay and release days, by means of a written communication.
- 5.4. Release dates are specified in the rates scheme addendum.
- 5.5. The sold room list must be received by Progetto ESMERALDA before the release date.
- 5.6. A schedule/plan must be sent to Progetto ESMERALDA every Tuesday.

## 6. EXTRA ALLOTMENT REQUEST

- 6.1. Any additional room above agreed allotment will be on a request basis and subject to availability and entirely at Progetto ESMERALDA's discretion: the booking will only be considered as accepted and confirmed following Progetto ESMERALDA's issue of a written confirmation that will be communicated to the T.O.

## 7. SPECIAL REQUESTS

- 7.1. Progetto ESMERALDA's booking department is not allowed to guarantee and/or confirm in advance room numbers, special areas or position of the rooms.
- 7.2. The children's age needs to be indicated in the room list.

## 8. PAYMENT AND INVOICING

- 8.1. For each confirmation a booking guarantee deposit equal to 100% is required from 30 days prior to guest arrival. A guarantee deposit equal to 100% of the total amount, must be paid from 60 days prior to guest arrival for reservations in Suites at Le Dune, Hotel Castello, Waterfront Suites.
- 8.2. In case of bookings confirmed earlier than 60 days prior to guests' arrival, a first instalment of deposit guarantee equal to 25% of the total amount must be paid within fourteen (14) days after confirmation date. A second instalment of deposit guarantee equal to 75% of the total amount, must be paid within 30 days prior to guests' arrival. In case of suites at Le Dune, hotel Castello, Waterfront Suites, the first instalment of

25% must be paid within 90 days prior to guests' arrival, the second instalment of 75% must be paid within 60 days prior to guests' arrival.

- 8.3. In case any of the points 8.1 and/or 8.2 are not respected by TO, Progetto ESMERALDA reserves the right to cancel the booking and release the rooms.
- 8.4. All above payments will be deposited at hotel during the stay and will be offset with the charges for the accommodation, when the computations of the amount due is made by Progetto ESMERALDA. In case of cancellation of the reservation, the amount deposited may be offset with the amount charged, as shown in the subsequent paragraph.

## 9. CANCELLATION POLICY

Days prior to guest arrival	For Suites & Luxury Rooms at Hotel Castello, Le Dune Suites, Waterfront Suites Amount to be forfeited is	For all other room categories amount to be forfeited is
from confirmation till 61 days	25%	0%
from 60 to 30	50%	10%
from 29 to 15	75%	25%
from 14 to 8	90%	90%
From 7 or n/show or advanced departure	100%	100%

## 10. MEAL ARRANGEMENTS

- 10.1. Half board accommodation includes breakfast and evening dinner (cannot be exchanged with lunch or refunded).
- 10.2. Breakfast: breakfast buffet; Lunch: a variety of snack-bars are available for a light lunch with a supplement; Dinner: Colosseo or Pineta (Pineta is an open-air restaurant in alternative to the Colosseo) and Forte Grill (a Steakhouse) are available to all guests. Half a bottle of house wine and mineral water are included at the Colosseo or Pineta, in all the other restaurants they are not included.
- 10.3. During the high season, there is a choice of theme restaurants at no extra charge. Wine and water are not included. Some other hotel restaurants will also be available and require a reservation and supplement (drinks not included).
- 10.4. The restaurants' opening will be at the management's discretion and some assigned restaurants may change.
- 10.5. Casual wear is recommended during the day. For restaurant dining, guests may wish to dress more formally (shorts and Bermuda are not allowed).
- 10.6. There is an extra charge for room service.

## 11. SPORTS & LEISURE FACILITIES

- 11.1. Free of charge: table tennis, basketball, volleyball, aerobics, full size football field, daily sports programme. Sun beds, sunshades, pools, sun umbrellas, fitness centre. A beach towel service is provided.
  - 11.1.1. For the Hotels Castello, Villa del Parco, Le Dune and the Waterfront Suites there are 2 reserved pools near the Hotel Castello.
- 11.2. At an extra cost: Acquaforce SPA, hairdresser, fitness centre, Leisure Land (go-kart, bowling), water sports (i.e. sailing, diving, water skiing, paddleboats, windsurfing), bicycle hire, horse riding, 13 high quality tennis courts, all sport lessons.
- 11.3. The mini club, "Children's Wonderland & Mario's Village", is free for children from 2 to 12 years old. It is open from 9 to 1 pm and from 2 pm to 6 pm (subject to variation

at Progetto ESMERALDA Management's discretion). There is an hourly charge for infants under 2 years old ("Nursery").

12. CHILD POLICY AND ROOM OCCUPANCY

				4 star hotels							
				Hotel Bouganville			Le Palme			Il Borgo	
	Adult	Child	Infant	Deluxe Family Bungalow	Deluxe Bungalow	Deluxe Family Plus Bungalow	Deluxe Family Bungalow	Le Palme Roof	Deluxe Bungalow	Deluxe Family Plus Bungalow	Deluxe Bungalow
room policy	1	0	0	n/a	1 ad rate + 1 single use supplement	n/a	n/a	1 ad rate + 1 single use supplement	1 ad rate + 1 single use supplement	n/a	1 ad rate + 1 single use supplement
	1	1	0	n/a	2 ad rate	n/a	n/a	2 ad rate	2 ad rate	n/a	2 ad rate
	1	0	1	n/a	1 ad rate + 1 single use supplement	n/a	n/a	1 ad rate + 1 single use supplement	1 ad rate + 1 single use supplement	n/a	1 ad rate + 1 single use supplement
	2	0	0	n/a	2 ad rate	n/a	n/a	2 ad rate	2 ad rate	n/a	2 ad rate
	0	2	0	n/a	2 ad rate	n/a	n/a	2 ad rate	2 ad rate	n/a	2 ad rate
	0	1	1	n/a	1 ad rate + 1 single use supplement	n/a	n/a	1 ad rate + 1 single use supplement	1 ad rate + 1 single use supplement	n/a	1 ad rate + 1 single use supplement
	2	1	0	3 ad rate	2 ad rate + 1 ch at 50% reduction	3 ad rate	3 ad rate	2 ad rate + 1 ch at 50% reduction	2 ad rate + 1 ch at 50% reduction	3 ad rate	2 ad rate + 1 ch at 50% reduction
	3	0	0	n/a	*3 ad rate	*3 ad rate	n/a	n/a	*3 ad rate	*3 ad rate	*3 ad rate
	2	2	0	2 ad rate + 2 ch rate at 50% reduction	n/a	3 ad rate	2 ad rate + 2 ch rate at 50% reduction	n/a	n/a	3 ad rate	n/a
	2	1	1	3 ad rate	2 ad rate + 1 ch rate at 50%	3 ad rate	3 ad rate	n/a	2 ad rate + 1 ch rate at 50%	3 ad rate	2 ad rate + 1 chd rate at 50% reduction
	2	0	1	n/a In case of except 2 ad rate +2 sgl use suppl	2 ad rate	in case of exceptions 3 ad rate	In case of except 2 ad rate +2 sgl use suppl	2 ad rate	2 ad rate	in case of exceptions 3 ad rate	2 ad rate
	3	1	0	* 3 ad rate + 1 ch at 50% reduction	n/a	* 3 ad rate	* 3 ad rate + 1 ch at 50% reduction	n/a	n/a	* 3 ad rate	n/a
	3	0	1	* 3 ad rate	n/a	* 3 ad rate	* 3 ad rate	n/a	n/a	* 3 ad rate	n/a
	2	3		n/a	n/a	3 ad rate	n/a	n/a	n/a	3 ad rate	n/a
	2	2	1	3 ad rate	n/a	3 ad rate	3 ad rate	n/a	n/a	3 ad rate	n/a
	3	2		n/a	n/a	*3 ad rate + 1 chd at 50% reduction	n/a	n/a	n/a	*3 ad rate + 1 chd at 50% reduction	n/a
3	1	1	n/a	n/a	*3 ad rate	n/a	n/a	n/a	*3 ad rate	n/a	
	5th bed			on request: inf free and chd at 50% reduction	n/a	Included in the above occupancy	on request: inf free and chd at 50% reduction	n/a	n/a	Included in the above occupancy	n/a
	Extra cot			Always available	Always available	Always avail	Always avail	Always avail	Always avail	Always available	Always avail
	Extra bed *			Available on req.	Available on req.	Avail on req.	Avail on req.	Avail on req.	Avail on req.	Available on req.	Avail on req.

\* third bed must be a teenager below 18 years old

			5 star hotels						
			Pineta		Hotel Castello		Villa del Parco	Le Dune	
Adult	Child	Infant	Superior Terrace Room	Deluxe Family Room	Executive Mare / Superior Garden / Superior Mare / Superior Room	Luxury Family Bungalow	Deluxe Room / Deluxe Bungalow	Deluxe Bungalow	
room policy	1	0	0	1 ad rate + 1 single use supplement	1 ad rate + 1 single use supplement	1 ad rate + 1 single use supplement	n/a	1 ad rate + 1 single use supplement	1 ad rate + 1 single use supplement
	1	1	0	2 ad rate	2 ad rate	2 ad rate	n/a	2 ad rate	2 ad rate
	1	0	1	1 ad rate + 1 single use supplement	1 ad rate + 1 single use supplement	1 ad rate + 1 single use supplement	n/a	1 ad rate + 1 single use supplement	1 ad rate + 1 single use supplement
	2	0	0	2 ad rate	2 ad rate	2 ad rate	n/a	2 ad rate	2 ad rate
	0	2	0	2 ad rate	2 ad rate	2 ad rate	n/a	2 ad rate	2 ad rate
	0	1	1	1 ad rate + 1 single use supplement	1 ad rate + 1 single use supplement	1 ad rate + 1 single use supplement	n/a	1 ad rate + 1 single use supplement	1 ad rate + 1 single use supplement
	2	1	0	2 ad rate + 1 ch at 50% reduction	2 ad rate + 1 ch at 50% reduction	2 ad rate + 1 ch at 50% reduction	3 ad rate	2 ad rate + 1 ch at 50% reduction	2 ad rate + 1 ch at 50% reduction
	3	0	0	n/a	*3 ad rate	n/a	n/a	n/a	n/a
	2	2	0	n/a	2 ad rate + 2 ch at 50% reduction	n/a	2 ad rate + 2 ch rate at 50% reduction	n/a	n/a
	2	1	1	n/a	2 ad rate + 1 ch at 50% reduction	n/a	3 ad rate	n/a	n/a
	2	0	1	2 ad rate	2 ad rate	2 ad rate	n/a In case of except 2 ad rate +2 sgl use suppl	2 ad rate	2 ad rate
	3	1	0	n/a	n/a	n/a	* 3 ad rate + 1 ch at 50% reduction	n/a	n/a
	3	0	1	n/a	n/a	n/a	* 3 ad rate	n/a	n/a
	2	3		n/a	n/a	n/a	3 ad rate + 1 ch at 50% reduction	n/a	n/a
	2	2	1	n/a	n/a	n/a	3 ad rate	n/a	n/a
	3	2		n/a	n/a	n/a	*3 ad rate + 2 chd at 50% reduction	n/a	n/a
	3	1	1	n/a	n/a	n/a	*3 ad rate + 1 chd at 50% reduction	n/a	n/a
5th bed			n/a	n/a	n/a	Included in the above occupancy	n/a	n/a	
Extra cot extra bed*			Always available Available on req	Always available Available on req	Always available Available on req	Always available Available on req	Always available Available on req	Always available Available on req	

12.1. Child policies are only applicable when one or more children share a room with two adults paying the full rate.

12.1.1. Infant; Child; Adult.

12.1.2. Infant: from 0 to 1,99 years of age; Child: from 2 to 12,99 year of age

12.1.3. Infant rate includes half board (breakfast and evening dinner)

12.1.4. In the month of August single occupancy is on request.

### 13. DAYS OF ARRIVAL AND CHECK IN – CHECK OUT

- 13.1. Arrivals may occur on any day of the week
- 13.2. Check-out time: 11.00; check-in time: 14.00.

### 14. STRICTLY FORBIDDEN

- 14.1. Animals are not allowed into the Hotel grounds.
- 14.2. The use of roller blades, mono skates and skates is forbidden.

### 15. IMPORTANT NOTES

- 15.1. Complimentary welcome drink upon arrival.
- 15.2. The Resort is also used for conventions and conferences.
- 15.3. During the low season facilities may be reduced.
- 15.4. The Hotel undergoes constant growth and development therefore some changes may occur from season to season.
- 15.5. More information is available on [www.fortevillage.com](http://www.fortevillage.com)

### 16. MARKETING ACTIVITY- PROGETTO ESMERALDA PUBLICATIONS AND COPYRIGHTS

- 16.1. The T.O. agrees to use its best efforts to advertise, market and promote Progetto Esmeralda's hotel services within the assigned territory/market in order to maximize sales volume.
- 16.2. This agreement includes publication of at least two (2) pages in the T.O.'s brochure and one (1) web page on the T.O.'s web site, at no cost to Progetto ESMERALDA. Rates will not be released until this point is accepted. Progetto ESMERALDA shall supply the T.O. with the images and the other content for publication.
- 16.3. The Hotel logo and the Eleganzia Hotels & SPA logo (as signature) must be located on the first page of the publication and on the web page. Publication of each hotel logo (in the Hotel section) is strongly recommended. All hotels' names must be written as follow: "Forte Village Resort, NAME OF HOTEL" (i.e. Forte Village Resort, Hotel Castello).
- 16.4. All descriptions concerning Forte Village's hotels must clearly specify that the hotel is part of Forte Village Resort.
- 16.5. Publication of one or more images of the beach and sea is compulsory on each page.
- 16.6. The presence of "one or more people" in some of the images is not casual but is part of Progetto ESMERALDA's communication strategy.
- 16.7. Each hotel within the Forte Village benefits of all the resorts' facilities. For this reason, images of facilities (i.e. sport, leisure, spa etc.) may be used to enhance each hotel description.
- 16.8. A special note that Villa del Parco is part of "The Leading Hotels of the World", must be added on both the publication and the web page.
- 16.9. A special note that the Hotel has been awarded for twenty-three (23) consecutive years as "World's Leading Resort" as well as the award logo, must be added on both the publications and web page.
- 16.10. Where present, the logo of Progetto ESMERALDA's brand affiliation company (i.e. Leading Hotels of the World, Fine Hotels & Resorts etc.) must be published on the first page.
- 16.11. The official web site of the Hotel is [www.fortevillage.com](http://www.fortevillage.com). Links are not permitted.
- 16.12. The publication of photos, text and any other Hotel's information must be done in accordance with the "FVM"
- 16.13. Text will be the result of artwork made by T.O. basing on the "FVM"

05 October 2024

- 16.14. The USP, the general description of the Hotel and its location and indications regarding awards received must come before any other information about the Hotel (i.e. room rates, room descriptions and other details).
- 16.15. In its draft phase, the Publication, in its three elements (text, photos and layout), must be submitted to Progetto ESMERALDA's Sales & Marketing department to the attention of the Tour Operator Department for perusal ([leonora.locci@fortevillage.com](mailto:leonora.locci@fortevillage.com)), possible changes and final approval. The Sales & Marketing department must be given a reasonable time to examine the draft (minimum ten [10] working days). The publication shall take place only following Progetto ESMERALDA's written approval.
- 16.16. In the case changes were to be requested, the T.O. shall give the Tour Operator Department a new draft in the final agreed upon version.
- 16.17. Approval of the final version intended for publication shall be in writing by the Tour Operator Department or by someone with his/her authorization.
- 16.18. Once the brochure has been published, the T.O. shall send it to the attention of the Tour Operator Department within 10 days from the date of publication (Sales and Marketing Dept – c/o Forte Village Resort – SS 195, km 39,600 – 09050 Santa Margherita di Pula – CA – Italia).
- 16.19. For each authorized image, Progetto ESMERALDA has specific permission and authorization in full compliance with Italian privacy law, available at Progetto ESMERALDA's head quarters.
- 16.20. Should the T.O. need to print, publish, distribute and or use the publication in any other form or by means of any other media, with no written approval, Progetto ESMERALDA will reserve the right to start any action to safeguard its interests which it may consider endangered by the publication judged as unsuitable. [0] In this circumstance, Progetto ESMERALDA will not pay the eventual agreed contribution for the publication and/or will not agree to fulfil its part of the possible "barter agreement" foreseen as the means to pay its contribution to the publication.
- 16.21. The T.O. shall not use trademarks, photos or any distinctive signs owned by Progetto ESMERALDA in any form or in any way (for example, through the use of publications, websites, brochures, as meta tags, on Google AdWords, via pay-per-click, etc.) without Progetto ESMERALDA's specific written authorization. Any name that has been previously registered by the T.O or companies linked to it with the trademark Forte Village or other distinctive signs of Progetto ESMERALDA must be transferred to Progetto ESMERALDA at no expense. When aware, the T.O. must promptly communicate to Progetto ESMERALDA any possible violation of the latter's copyrights.

## 18. TERMINATION.

- a. This Agreement may be terminated by either party:
  - i. At any time, without just cause, upon fifteen (15) days' prior written notice to the other party; or
  - ii. Automatically upon the occurrence of any of the following events:
    1. The other party fails to pay its debts as they become due, goes into liquidation, becomes insolvent, or is subject to insolvency proceedings of any kind.
    2. The other party ceases all or a substantial portion of its operations.
    3. The other party commits any material breach of its obligations hereunder and fails to remedy such breach within seven (7) days of receipt of written notice.

Should any of the said events occur, Progetto ESMERALDA may take reasonable action to protect its rights hereunder, including but not limited to maintaining a reserve for, and deducting from or setting off against such reserve, payments due hereunder or under any other agreement the parties may have with each other.

- b. Furthermore, Progetto ESMERALDA may terminate this Agreement by law under article 1456 of the Civil Code if the T.O. were to (i) attempt to damage Progetto ESMERALDA's image; (ii) publish articles, photos or other information related to Progetto ESMERALDA's hotels in brochures or web pages without Progetto ESMERALDA's written permission; (iii) publish, offer or in any case apply rates ("room-only rate") which are below or above the Hotel's standard rates without Progetto ESMERALDA's prior written approval; (iv) breach any at all of its commitments under clause 17 above.

## 19. LIABILITY

- 19.1. Progetto ESMERALDA liability to Clients for damages to property or theft is governed by Italian Law. Utilisation of sporting, leisure, Spa centre and any recreational equipment and facilities by guests is under their direct responsibility also with respect to their health and fitness condition for said use. Progetto ESMERALDA will not be liable for damages to guests due to strikes or other events of force majeure or other events not caused by wilful misconduct or gross negligence of Progetto ESMERALDA.

## 20. JURISDICTION

This Agreement has been construed in accordance with the Italian law and the parties hereby agree the court of Cagliari shall have exclusive jurisdiction over any disputes or controversy concerning the interpretation, execution and resolution of this agreement.

## 21. PRIVACY - EUROPEAN GENERAL DATA PROTECTION REGULATION n. 2016/679 (GDPR)

The Tour Operator is aware that all its personal data shall be used by Progetto ESMERALDA Resort srl also with the help of electronic instruments, in full respect of Italian Legislative Decree 196/2003 (Privacy Code), and acknowledges its possible communication to companies of the group, for administrative, legal, management, financial and statistics purposes.

Progetto ESMERALDA Resort srl will be in control and responsible of the data, with headquarters in (09010) S. Margherita di Pula (CA), S.S. 195 km 39,600. Progetto ESMERALDA can be addressed to for the exercising of rights pertaining to article 7 of Legislative Decree 196/2003 in particular concerning the obtainment of indications as to the origin of personal data, the updating, correction, implementation, deletion of any data as well as any legitimate opposition to its disclosure.

Progetto ESMERALDA is aware that its personal data shall be used by \_\_\_\_\_ also with the help of electrical instruments, in full respect of Italian Legislative Decree 196/2003 (Privacy Code), and acknowledges its possible communication to companies of the group, for administrative, legal, management, financial and statistics purposes.

\_\_\_\_\_ will be in control and responsible of personal data with headquarters in Forte Village Resort.

\_\_\_\_\_ can be addressed to for the exercising of rights pertaining to article 7 of Legislative Decree 196/2003, in particular concerning the obtainment of indications as to the origin of personal data, the updating, correction, implementation and deletion of data as well as for any legitimate oppositions to its disclosure.

05 October 2024

## 22. CONTACTS

### **FORTE VILLAGE RESORT**

SS 195 km 39,600 - 09050 Santa Margherita di Pula (CA) - Italia

### **SALES AND MARKETING OFFICE**

C/o Forte Village Resort

SS 195 km 39,600 - 09050 Santa Margherita di Pula (CA) - Italia

Eleonora Locci

Tel. +39 070 921 8059; e-mail: [eleonora.locci@fortevillage.com](mailto:eleonora.locci@fortevillage.com)



(For T.O. each page must be signed and stamped)

(For Progetto ESMERALDA: each page must be signed and stamped)

05/10/24 17:19

CONFIDENTIAL