General Terms and Conditions for Reservations and Bookings with GOLF VACANTE SAL

(Hereafter referred to as "provider", "supplier" or "us")

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Contractual basis of your reservations / bookings

1. Scope of application - Nexxchange marketplace

- 1.1 These General Terms and Conditions apply to bookings made via the Nexxchange booking system (hereinafter "Nexxchange Marketplace"). The number of products to be booked online is limited to the offer of the provider as shown in the respective reservation books. The booking system is available for individual use.
- 1.2 All non-individual bookings are to be booked as group bookings directly with us by phone, alternatively commercial agents can register directly on the Nexxchange marketplace and make group bookings with us via this tool.
- 1.3 According to your booking request, the available products are displayed for the selected times with the applicable prices. The individual prices are displayed for the respective day for different product categories.
- 2. Contractual relationship with us. We give you the opportunity to book our services via the Nexxchange marketplace. The bookings can be cancelled within the cancellation period defined by us, free of charge. Outside the cancellation period, a cancellation free of charge is not possible.

3. Bookings

- 3.1. To ensure a smooth booking process, it is therefore necessary that the data you provide (e.g. data of the tee time you want, contact details as well as credit card data) are correct and complete.
- 3.2. The resale of booked products, in particular the resale of contingents to third parties at higher prices than the prices defined by us, as well as any use of query results or other data on the Nexxchange website for the purpose of resale is prohibited. In case of violation, customers may be excluded from services in the future. In such cases, we are also entitled to cancel the booking.

4. Contract and payment

- 4.1. With the booking on the Nexxchange marketplace, the contract for the respective service is concluded directly between you and us, the provider, under the agreed conditions. You pay the price confirmed at the time of booking to us, the provider. If you have a membership with us, the rules applicable to members apply. The rights and obligations arising from the booking and the resulting contract are directly between you and us.
- 4.2. The reservation for the booked product is made at the time of booking and is valid without reservation confirmation. The reservation overview already appears on the screen and is additionally sent to you by e-mail.
- 4.3. Booking with prepayment is possible only by credit card or by means of the account kept with us. Within the framework of such bookings, you agree that your payment card will be charged immediately with the total amount shown in the booking dialog. If the check of the payment card data shows that they are not correct or the card is not chargeable, your booking will not be accepted.

5. Changes and cancellations

- 5.1. Our cancellation policy will be displayed on the marketplace before your booking. In the confirmation message you will receive a link to the website of Nexxchange to - if desired - be able to cancel the booking/reservation.
- 5.1. All changes and cancellations should be made via the Nexxchange marketplace. Permitted cancellations made via the Nexxchange marketplace will be confirmed immediately. Decisive for the timeliness of the change or cancellation is the timely receipt of the notification by us.
- 5.3. Cancellations of online bookings within the deadline will only be effective if they are made either through the link provided in the message of your booking confirmation or directly on the website in your personal area of the Nexxchange marketplace. In case of cancellation, a confirmation will be sent by e-mail and in your customer holdings the cancellation will be considered accordingly.
- 5.4. In order to prevent misuse of the free reservation system and incorrect bookings, we reserve the right to cancel a reservation in individual cases if it is not possible to contact you using the contact details you have provided; in addition, we are entitled in particular due to frequent cancellations or no-shows in the past to refuse a booking.
- 5.5. If due to weather conditions the course is not playable, we will notify you at least 20 minutes before your starting time. If you do not receive a message from us, the course is playable. A no-show does not relieve you of the obligation to pay for your tee time.

- 6. Data protection. Nexxchange collects, processes, and uses only so much of your data that is necessary for the provision of Nexxchange's services, the use and operation of Nexxchange's websites and/or the services offered on Nexxchange's websites. Your data will not be sold or lent to third parties by Nexxchange. We therefore process your data exclusively on the basis of the legal provisions of the state, of your usual residence and the European General Data Protection Regulation. In this privacy information, we inform you about the most important aspects of data processing within the framework of our website.
- 7. Contact with us. If you contact us by form on the website or by e-mail, the data you provide will be stored by us for six months for the purpose of processing the inquiry and in case of follow-up questions. We do not pass on this data without your consent.
- 8. Data storage. For the purpose of contract processing, the following data is stored with us: first name, last name, e-mail address, cell phone number, your password. If you play golf, your age, home club and handicap will also be recorded. The data you provide is necessary for the fulfillment of the contract or for the implementation of precontractual measures. Without this data, we cannot conclude the contract with you. An exception is the transmission of payment card data or bank data in the case of direct debit to the processing bank institutions / payment service providers for the purpose of debiting the purchase price. If a contract is concluded, all data from the contractual relationship will be stored until the expiry of the retention period under tax law (7 years). The data name, address, purchased goods and purchase date are stored beyond that until the expiry of product liability (10 years). The data processing is based on the legal provisions of the state of your habitual residence and the European General Data Protection Regulation.
- 9. Cookies. The website of our marketplace uses cookies. These are small text files that are stored on your terminal device with the help of the browser. We use cookies to make our offer user-friendly. Some cookies remain stored on your terminal device until you delete them. They enable us to recognize your browser on your next visit. If you do not wish this, you can set up your browser so that it informs you about the setting of cookies and you only allow this in individual cases. When deactivating cookies, the functionality of our website may be limited.
- 10. Your rights. In principle, you have the rights to information, correction, deletion, restriction, data portability, revocation, and objection. These rights are administered by you in Nexxchange, in that you can check the personal data held by you under "Settings | Privacy" or adjust them if necessary.
- 11. Other. If you enter into the contract as a consumer, any disputes arising from or in connection with the contractual relationship between you and us, the provider, the jurisdiction of the courts with local jurisdiction for the place of habitual residence of you, the customer, is agreed. However, the customer may also bring a claim against Nexxchange before the courts with local jurisdiction for the registered office of the provider. If you conclude the contract as a consumer, the law of the country in which you have your habitual residence applies. The use of the Nexxchange booking pages is only permitted for the individual query of booking options and the execution of bookings; any other use is prohibited. Automated queries are not permitted.

City and Date

Signature

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C/O

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