Brenzone Guest Card

Usage Regulations

Premises

As part of the tourism and territorial marketing activities conferred through a specific agreement, the Pro Loco Association for Brenzone (hereinafter referred to as "Pro Loco"), in collaboration with the Municipality of Brenzone sul Garda, has developed the "Brenzone Guest Card" project (hereinafter "BGC"):

- a) To this end, Pro Loco has established cooperation agreements with various businesses and entities for the provision of Related Services to those who request the BGC, such as:
 - Free or discounted entry to attractions, cultural and natural sites involved in the initiative;
 - Discounts on the purchase of products and services;
 - Benefits for access to tourist, cultural, and commercial services;
- b) Pro Loco issues the BGC to tourists, during the Service Usage Period, who are staying within the territory of the Municipality of Brenzone sul Garda, allowing them to access the Related Services. The BGC is issued by the Pro Loco tourist office and distributed through the accommodation facilities in the Municipality of Brenzone sul Garda participating in the initiative;
- c) These terms and conditions govern the issuance and use of the BGC.

1. Definitions and Terminology

<u>Brenzone Guest Card:</u> Card with an expiration date, owned by Pro Loco, that allows the use of Related Services.

<u>Service Usage Period:</u> The period of the year during which the BGC is issued and Related Services can be used, typically, unless otherwise communicated, corresponding to the calendar year.

<u>Brenzone Guest Card Validity Period</u>: The period equivalent to the duration of the stayarrival and departure days included-during which Related Services can be accessed. For long stays or those with a lease contract, the maximum validity is 15 consecutive days.

<u>Providers:</u> The entities listed on the dedicated page of the website, committed to providing Related Services to the BGC Holder.

<u>Related Services:</u> The services offered by each Provider, listed on the dedicated website page, available during the BGC Validity Period.

<u>Accommodation Facility:</u> An accommodation facility in the Municipality of Brenzone sul Garda, authorized to distribute the BGC on behalf of Pro Loco to its guests.

Holder: Adult named on the back of the BGC.

Adult: Person aged over 18 years.

<u>Membership Fee:</u> Any annual membership fee payable by the Accommodation Facility to Pro Loco.

2. Premises and References

The Premises and the content of the websites indicated in the Definitions are an integral and substantive part of these general conditions.

3. Scope of Application - Place of Issue

These conditions govern:

- i. The issuance of the BGC;
- ii. The use of the BGC by the Holder;
- iii. The Related Services provided by the Providers during the BGC Validity Period.

4. Purpose

4.1 The BGC entitles the Holder to use the Related Services offered by the Providers. Other individuals listed on the back of the BGC may also use these services, as specified in section 4.2, but only together with the Holder.

4.2 If the BGC is requested:

- At an Accommodation Facility: In addition to the Holder, up to 4 additional adults and up to 6 minors, indicated by the Holder at the time of issuance, may use the Related Services, for a maximum of 10 people;
- Through the Pro Loco Tourist Office: In addition to the Holder, up to 4 additional adults and up to 6 minors, indicated by the Holder at the time of booking, for a maximum of 10 people.

In all cases, the following conditions must be met:

- i) All must stay at the same Accommodation Facility as the Holder;
- ii) All must share the stay with the Holder for the entire period;
- iii) All must use the services included in the BGC together and at the same time as the Holder.

5. Brenzone Guest Card

5.1 The BGC can be requested as described in section 4.2 by all tourists staying in the Municipality of Brenzone sul Garda at a participating Accommodation Facility for at least

one night. The validity of the BGC is limited to the period of stay at the relevant Accommodation Facility.

- **5.2** The use of the BGC is reserved for the Holder. However, as per sections 4.1 and 4.2, the Holder may allow its use, provided it is together with them, to other individuals indicated at the time of issuance. The Holder is always directly responsible for the use of the BGC. The BGC is personal and non-transferable.
- **5.3** The BGC is owned by Pro Loco and is loaned to the Holder solely for the use of Related Services. Therefore, under articles 1804 et seq. of the Civil Code, the Holder must:
- i) Keep the BGC with utmost care and attention;
- ii) Use it only to access Related Services;
- iii) Not allow its use by anyone other than those authorized under sections 4.1 and 4.2;
- iv) Not use it after the expiration date;
- v) Not use it for illegal purposes;
- vi) Not make unauthorized changes or improper uses.

The Holder is responsible for the use of the BGC by other authorized individuals and must ensure they comply with these conditions.

- 5.4 No other use of the BGC is authorized by Pro Loco.
- **5.5** All services included in the BGC can be checked on the dedicated website page or by scanning the QR code on the back of the card with a smartphone or tablet.
- **5.6** The BGC can only be issued to adults (Holder).

6. Obligations of the Accommodation Facility

- **6.1** The Accommodation Facility must issue the BGC to all guests staying at the facility, as described, and explain the usage rules to the Holder. The BGC cannot be issued to anyone other than staying guests.
- **6.2** The Accommodation Facility must indicate the period of stay (arrival and departure dates included) on the card.
- **6.3** The Accommodation Facility must pay any annual membership fee to Pro Loco.
- **6.4** In case of violations, Pro Loco has the right to exclude the Accommodation Facility at any time, which must immediately return any unused BGCs to Pro Loco.
- **6.5** The Accommodation Facility remains bound by these regulations and must confirm its participation in writing to Pro Loco at least 30 days before the end of the Service Usage Period. The facility may withdraw if economic conditions change.

7. Obligations of the Provider

- **7.1** The Provider must apply the agreed conditions to the BGC Holder and the individuals listed on the card (together with the Holder).
- **7.2** In case of violations, Pro Loco has the right to exclude the Provider from the initiative at any time.
- **7.3** The Provider remains bound by these regulations and participation in the BGC for the Service Usage Period; participation is considered renewed unless written notice is given to Pro Loco at least 30 days before the end of the Service Usage Period.
- **7.4** The Provider must offer Related Services for a minimum of 90 consecutive days, except for special offers that may have a shorter duration.

8. Duration

- **8.1** The BGC is valid for the period of the stay at the issuing Accommodation Facility, not exceeding 15 consecutive days.
- **8.2** Pro Loco may withdraw/block the BGC and deny access to Related Services at any time in case of:
- i) Illegal uses;
- ii) Use not in compliance with these conditions or improper use;
- iii) Early termination of the stay.
- **8.3** Pro Loco may deny access to Related Services. In such cases, the Holder must immediately return the card and remains responsible for any use until its actual return.

9. Assignment of the Contract

- **9.1** Pro Loco is free to assign this contract.
- **9.2** The BGC cannot be sold, lent, or otherwise made available to third parties by the Holder.

10. Domicile Election

For any communication regarding this contract, contact Pro Loco per Brenzone (info@brenzone.it).

11. Applicable Law

This contract is governed by Italian law.