

## General Terms and Conditions (GTC) of Ventura TRAVEL GmbH for trips of the brand "DiveIndonesia"

### General Terms & Conditions

The following General Terms and Conditions (T&C), insofar as effectively agreed, become the content of the package travel contract executed between the customer (i.e. traveler) and the tour operator Ventura TRAVEL GmbH (hereinafter referred to as Ventura) for trips of the brand DiveIndonesia. The T&C supplement and fill out the statutory provisions of §§ 651a et seq. of the German Civil Code (BGB) and Articles 250 and 252 of the Introductory Act to the German Civil Code (EGBGB). When booking a package tour, the contractual partner of the tour operator is the traveler -- in this context, it is irrelevant whether the traveler takes the package tour himself, or whether he has entered into the contract on behalf of another travel participant.

These General Terms and Conditions expressly do not apply if the traveler does not book a package tour as defined in §§ 651a et seq. of the BGB, but only individual travel services (e.g., hotel only, rental car) from Ventura or if Ventura expressly acts as a travel agent for a package tour of another tour operator or individual travel services (e.g., flight only) or associated travel services as defined in § 651w of the BGB and separately and unambiguously informs the traveler of this before booking. In these cases, the General Terms and Conditions of Travel / Terms and Conditions of the brokered package tour operator or service provider shall apply, provided that these have been effectively included.

### 1. Execution of the package travel contract

#### 1.1 The following applies to all booking channels:

- a) This offer is based on the travel description by Ventura in the catalog or brochure valid for the time of travel, on its website, in advertising, or on websites belonging to third parties, in an individual offer, or other medium by Ventura, together with supplementary information by Ventura for the respective trip, insofar as this is available to the traveler at the time of booking.
- b) The traveler is responsible for all contractual obligations of fellow travelers for whom he/she makes the booking, as for his/her own, insofar as he/she has assumed this obligation by means of an express and separate declaration.
- c) If the content of the travel confirmation differs from the travel booking, this travel confirmation is considered a new offer to which Ventura is bound for a period of ten days. The contract will be

executed on the basis of this new offer, provided Ventura has pointed out the change and has fulfilled its pre-contractual information obligations in this respect and the traveler declares acceptance to Ventura within the binding period, either expressly or conclusively, by paying the booking price.

*1.2 For a booking that is not booked in electronic business transactions (e.g., by telephone), the following applies:*

a) By registering for the tour (booking), the traveler confirms to Ventura the binding execution of the package tour contract for the persons specified.

b) The contract is executed upon receipt of the travel confirmation (declaration of acceptance) from Ventura. Upon or immediately after execution of the contract, Ventura will send the traveler a travel confirmation on a durable medium. If the contract is executed while the traveler is physically present, the traveler is entitled to a travel confirmation in paper form; the same applies if the contract is executed outside business premises.

*1.3 For a booking that is booked in electronic commerce (e.g. on the Internet), the following applies:*

a) The procedure for online booking shall be explained to the traveler on the corresponding website.

b) The traveler is provided with a corresponding correction option for correcting his/her entries, deleting or resetting the entire online booking form, the use of which is explained.

c) The contract languages offered for the execution of the online booking are indicated.

d) Insofar as the text of the contract is stored by Ventura, the traveler will be informed of this and of the possibility to retrieve the text of the contract at a later date.

e) By pressing the button "book now", the traveler makes a binding offer to Ventura to execute the travel contract.

f) The traveler is immediately confirmed receipt of his booking (travel registration) electronically (confirmation of receipt).

g) The transmission of the booking (travel registration) by clicking on the button "book now" does not constitute a claim by the traveler to the execution of a package tour contract with Ventura in accordance with his/her booking (travel registration). The package tour contract

is only executed upon receipt by the traveler of Ventura's travel confirmation, which is made on a durable medium.

h) If the booking confirmation is made immediately after the button "book now" has been pressed by means of a corresponding direct display of the booking confirmation on the screen, the package tour contract comes into effect with the display of this booking confirmation, without the need for an intermediate notification of receipt of the booking in accordance with f) above. In this case, the traveler is offered the option to save the booking on a durable medium and to print out the travel confirmation. However, the binding nature of the package travel contract is not dependent on the traveler actually using these options for storage or printing.

1.4 Ventura would like to point out that bookings of package tours made at a distance (e.g. by telephone, by e-mail) cannot be revoked according to §§ 312 para. 7, 312g para. 2 sentence 1 no. 9 BGB. However, there is a right of revocation if the contract for the package tour between Ventura and the traveler, who is a consumer, has been executed outside of business premises, unless the oral negotiations on which the execution of the contract is based have been conducted at the prior order of the consumer.

## 2. Payment

2.1 After execution of the contract, a deposit of 20% of the booking price shall be due, provided that the risk coverage certificate has been sent to the traveler in text form in accordance with Section 651r (4) sentence 1 BGB, Article 252 EGBGB. If the flights or accommodation services included in the respective offer are due for payment immediately by Ventura's service providers, or if a flight ticket has to be issued immediately after the booking has been confirmed, Ventura reserves the right to charge a higher down payment of at least 30% of the booking price. The traveler will be informed of this by Ventura before the booking is completed in a manner prescribed by Art. 250 § 3 EGBGB and in the travel confirmation in a manner prescribed by Art. 250 § 6 EGBGB.

2.2 The remaining amount is due for payment 100 days prior to departure, provided that the tour can no longer be cancelled for the reasons mentioned in section 7.1 and the insolvency insurance certificate has been sent in text form. If a tour can still be cancelled for the reasons stated in Clause 7.1, the remaining amount for this tour is only due at the time when the tour can no longer be cancelled by Ventura.

2.3 In the case of bookings made at short notice (i.e., bookings made at such short notice before the start of the tour that the entire booking price is already due, or Ventura can no longer cancel the

tour due to the number of participants not being reached), the entire booking price is due for payment immediately after the insolvency insurance certificate has been sent in text form.

2.4 Premiums for insurance and other expenses such as individual flights, as well as cancellation and rebooking fees are due for payment in full after invoicing.

2.5 The traveler may choose to pay the travel price by credit card or bank transfer.

2.6 If the traveler fails to make the down payment or final payment by the respective due dates despite having received an insolvency insurance certificate, Ventura is entitled to withdraw from the contract after issuing a reminder with a deadline. Likewise, Ventura is entitled to charge the traveler with the cancellation costs set in section 4.1 et seq. This does not apply only if the traveler has a legal or contractual right of retention, or if Ventura is not willing and able to properly provide the contractual services, or has not fulfilled its legal obligations to provide information on when these payments are due.

## 3. Services, change to services, and change of price after contract execution

### 3.1 Services

a) Ventura's obligation to perform arises exclusively from the contents of the booking confirmation in conjunction with the catalog or brochure valid at the time of travel, Ventura's website, an individual offer, or any other medium of Ventura, subject to all information, notes and explanations contained therein as well as the pre-contractual information relevant to the booked package tour in accordance with Art. 250 § 3 EGBGB.

b) Employees of service providers (e.g. airlines, hotels) as well as travel agents are not authorized by Ventura to give assurances or information, or to make agreements that go beyond the travel description, the booking confirmation or the pre-contractual information according to Art. 250 § 3 EGBGB of Ventura, contradict them or change the confirmed content of the package tour contract.

c) Ventura offers two travel fares: CLASSIC and FLEXI. Each of these fares has specific booking, rebooking, and cancellation conditions. In case a trip is available only in one fare, the conditions attached to this fare will be those of CLASSIC.

d) A private tour may only be booked and carried out if all tour participants have booked the private tour in the same fare; Ventura

reserves the right to refuse booking requests for private tours if one or more bookings are made by tour participants in a different fare.

e) All travelers on the same reservation must have the same fare; Ventura will always process booking requests separately if one or more travelers on a reservation want to select different fares.

f) The booking of individual flights in other classes to and/or from the end destination (i.e. flights that are not part of the standard economy class for a tour for the inbound and outbound journeys) automatically excludes the possibility of processing a reservation in the FLEXI fare. In these cases, the traveler will only be able to book in the CLASSIC fare.

### 3.2 Changes to services

a) Changes to or deviations from individual travel services from the agreed content of the package tour contract that become necessary after the contract has been executed and that were not brought about by Ventura in bad faith, are only permitted if the changes or deviations are not significant and do not affect the overall nature of the booked package tour. Furthermore, these changes must be explained before the start of the tour. Ventura must inform the traveler of the change in a clear, comprehensible, and prominent manner on a durable medium.

b) In the event of a significant change to an essential characteristic of a travel service pursuant to Art. 250 § 3 No. 1 EGBGB (Introductory Law to the German Civil Code), or a deviation from a special requirement of the traveler that has become part of the package tour contract, the traveler is entitled, within a reasonable period of time set by Ventura, to accept the notified change in the travel service or deviation from the special requirement, or withdraw from the contract without incurring cancellation costs, or participate in a substitute package tour offered by Ventura, if applicable.

If the traveler does not respond to Ventura, or does not respond within the reasonable period of time set, the change or deviation is deemed to have been accepted. Ventura will inform the traveler of this, as well as of the significant change or deviation from a specific requirement, immediately after becoming aware of the reason for the change, together with the notification of the traveler's rights and a deadline for explanation, in a clear, comprehensible, and prominent manner on a durable medium.

c) Any warranty claims remain unaffected insofar as the changed services are defective. If the replacement package tour or changed package tour is not of at least the same quality as the originally owed package tour, the booking price is to be reduced in accordance with § 651m para. 1 BGB; if Ventura incurs lower costs with equivalent

quality, the difference is to be reimbursed to the traveler in accordance with § 651m para. 2 BGB.

### 3.3 Price change

a) Ventura reserves the right to make changes to the advertised price confirmed with the booking. This right exists if the increase in the tour price results directly from an increase in transportation costs due to an increase in the cost of fuel or other energy sources; or an increase in charges such as port and airport taxes, entry fees, or aviation security costs; as well as tax increases on booked services, tourist taxes, or state national park fees.

(aa) If the transportation costs existing at the time of execution of the travel contract, in particular the fuel costs, increase, Ventura may increase the booking price in accordance with the following calculation:

In the case of an increase related to the seat, Ventura may demand the amount of the increase from the passenger.

In other cases, the additional transport costs demanded by the transport company per means of transport will be divided by the number of seats in the agreed means of transport. Ventura can demand the resulting increase amount for the individual seat from the passenger.

(bb) If the duties or taxes existing at the time of execution of the travel contract (in particular tourist taxes, port or airport charges, state national park fees) are increased vis-à-vis Ventura, the booking price can be increased by the corresponding, proportionate amount.

(cc) If the booking price is increased due to a change in the exchange rate, Ventura must disclose to the traveler which exchange rate it originally used as a basis for the tour description and at what point in time, with the cut-off point for the exchange rate change being after the date of the conclusion of the contract.

b) An increase in the tour price is only permissible if the circumstances leading to the increase have not yet occurred prior to the conclusion of the contract. A price change by Ventura is only permissible if Ventura informs the traveler in a clear and comprehensible manner on a permanent data carrier about the price increase and the reasons for it. In addition, Ventura must inform the traveler about the calculation of the price increase no later than 21 days before the start of the trip. Ventura is only allowed to increase the price by up to 8 percent.

c) The traveler is entitled to request a price reduction from Ventura of up to 8 percent for the same reasons that would entitle Ventura to a price increase and the changes result in lower costs for Ventura. If

the traveler has paid more than the amount owed hereafter, the excess amount must be reimbursed by Ventura. Ventura may deduct the administrative expenses actually incurred by Ventura from the additional amount to be reimbursed. Upon request, Ventura must provide evidence to the traveler of the amount of administrative expenses incurred.

d) If the price increase exceeds 8 percent of the travel price, Ventura cannot unilaterally implement it. In this case, the traveler is entitled, within a reasonable period set by Ventura, to either accept the notified price increase, or to withdraw from the contract without cancellation costs, or to declare participation in a replacement package tour offered by Ventura.

If the traveler does not respond to Ventura or does not respond within the reasonable period set, the price increase is deemed to have been accepted. The traveler will be informed of this by Ventura immediately after becoming aware of the reason for the price increase, together with information about their rights and a deadline for the declaration on a permanent data medium in a clear, understandable and prominent manner. The offer of a price increase must be made to the traveler no later than 21 days before the start of the trip; Ventura cannot accept a later request for a price increase.

e) If the replacement package tour carried out is not of at least equivalent quality to the package tour originally owed, the travel price is to be reduced in accordance with Section 651m Paragraph 1 of the German Civil Code (BGB); if Ventura incurs lower costs for equivalent quality, the traveller is to be reimbursed the difference in accordance with Section 651m Paragraph 2 of the German Civil Code (BGB).

#### **4. Cancellation by the traveler before the start of the trip, transfer of the contract (substitute person)**

4.1 The traveler can withdraw from the package tour contract at any time before the start of the tour. The withdrawal must be declared to Ventura using the contact details provided at the end of the T&C. If the tour was booked through a travel agent, the withdrawal can also be declared to this agent. The traveler is advised to declare the withdrawal on a durable medium.

4.2 If the traveler withdraws before the start of the trip or does not start the trip, Ventura loses the claim to the booking price. Instead, Ventura can demand reasonable compensation from the traveler. This does not apply if Ventura is responsible for the withdrawal or if unavoidable, extraordinary circumstances occur at the destination, or in its immediate vicinity, which considerably impair the performance of the package tour or the transport of persons to the

destination; circumstances are unavoidable and extraordinary if they are beyond the control of the contracting party invoking them and their consequences could not have been avoided even if all reasonable precautions had been taken.

4.3 Ventura has defined this compensation claim to which it is entitled in the following cancellation fees. The calculation is made taking into account the time of the cancellation declared by the traveler up to the contractually agreed start of the trip, the expected saving of expenses, and the expected acquisition through an alternative use of the travel services.

The compensation will be calculated according to the date of receipt of the cancellation notice by Ventura or the travel agent as follows:

##### *a) General cancellation fee (as a percentage of the booking price):*

For bookings in the CLASSIC fare:

- up to 100 days before departure 25%
- from the 99th to 60 days before departure 80%
- from the 59th day to the day of departure and in case of no-show 95%

For bookings in the FLEXI fare

- up to 100 days before departure, the equivalent of the FLEXI fee
- from and after 99 days before departure, cancellation fees are identical to those in the CLASSIC fare

##### *b) Special cancellation fee:*

For bookings where a flight ticket must be issued immediately after booking confirmation, a cancellation fee of 30% will always be charged up to 100 days before departure. These services are only available in the CLASSIC fare.

Special offers/specials, individually designed package tours as well as private group tours may be subject to special cancellation conditions, which are expressly referred to in the respective service description or travel description/offer and the travel confirmation in accordance with Art. 250 §§ 3, 6 EGBGB.

4.4 In any case, the traveler is at liberty to prove to Ventura that Ventura is only entitled to claim a significantly lower reasonable compensation as a result of the withdrawal.

4.5 Ventura reserves the right to claim a higher, specifically calculated compensation instead of the above cancellation lump sums if Ventura can prove that substantially higher expenses were incurred than the applicable cancellation lump sum. In this case,

Ventura is obliged to specifically quantify the compensation demanded, taking into account the expenses saved and less what it acquires through other use of the travel services, and to justify this at the request of the traveler.

4.6 Ventura expressly recommends the purchase of trip cancellation insurance, including pandemic coverage. Trip cancellation insurance is not part of the package tour contract and generally cannot be reimbursed in the event of cancellation of the travel contract; the same applies to the portion of trip cancellation insurance included in an insurance package.

4.7 If Ventura is obliged to refund the booking price as a result of a cancellation, the refund must be made immediately, but in any case within 14 days of the cancellation.

4.8 The statutory right of the traveler to declare a transfer of the contract to another traveler (provision of a substitute participant) on a permanent data carrier in accordance with § 651e BGB (German Civil Code) remains unaffected by the above provisions, provided that this notification is received by Ventura no later than seven days prior to departure. In all other respects, the substitute participant and the traveler are jointly and severally liable to Ventura for the tour price and the reasonable and actual additional costs incurred by the substitute participant.

## 5. Rebooking by the traveler before the start of the trip

5.1 The traveler has no legal claim to a change in the travel date, the travel destination, the place of departure, the accommodation or the mode of transport (rebooking). This does not apply, of course, if a rebooking is necessary due to incomplete or incorrect pre-contractual information pursuant to Art. 250 § 3 EGBGB; such a rebooking will be carried out free of charge for the traveler.

5.2 If Ventura makes a rebooking at the request of the traveler in accordance with section 5.1, rebooking fees will be incurred up to the 30th day before departure, which must be paid by the traveler in addition to any new booking price for the rebooked service; the traveler will be informed of any new booking price resulting from the rebooking prior to the rebooking.

5.3 Rebooking fees in accordance with Section 5.2 are due as follows:

a) For bookings in the CLASSIC fare

- EUR 75 per person up to 100 days before departure.
- 95% of the booking price per person between days 99 and 31 before departure.

- In addition, rebooking fees of the airlines (in case flights are included as part of the reservation, and depending on the selected flight fare) and all other costs charged to Ventura by their service providers will always be passed on to the customer.
- For bookings where a flight ticket must be issued immediately after booking confirmation, a rebooking fee of EUR 200 per person plus any additional flight price differences will generally apply; these conditions and fees apply regardless of when the rebooking is requested and processed.
- Any rebooking in the CLASSIC fare shall always be to another date or destination in the CLASSIC fare; a rebooking into another fare is not permitted.

b) For bookings in the FLEXI fare

- One-time rebooking fee of EUR 50 per person up to 100 days before departure, or 50% of the booking price per person from 99 up to 31 days before departure.
- An additional charge of EUR 100 per person as part of a rebooking that requires changes to flights up to 31 days before departure.
- Any additional rebooking up to 30 days before departure shall be subject to the same terms and conditions as a rebooking in the CLASSIC fare.
- The one-time rebooking in the FLEXI fare shall always cancel out the right to cancellation per the terms and conditions of the FLEXI fare; any cancellation following this one-time rebooking shall be subject to the terms and conditions of the CLASSIC fare.
- Any rebooking in the FLEXI fare shall always be to another date or destination in the FLEXI fare; a rebooking into another fare is not permitted.

5.4 Rebooking requests from 30 days before the start of the trip can only be carried out, if they can be carried out at all, after withdrawal from the travel contract in accordance with Clause 4.3 under the conditions applicable there and simultaneous re-registration.

## 6. Services not used

If the traveler does not make use of individual travel services that Ventura has duly offered for reasons for which the traveler is responsible, the traveler is not entitled to a proportional refund of the travel price. The same applies if a service cannot be used because the traveler does not meet certain requirements (e.g., health requirements), although Ventura has fulfilled its pre-contractual information obligations in this regard. Ventura will

endeavor to obtain reimbursement from the service providers for the expenses saved. This obligation does not apply if the services are completely insignificant or if reimbursement is opposed by legal or official regulations. Ventura recommends the purchase of trip cancellation insurance.

## **7. Withdrawal due to failure to reach the minimum number of participants and termination by Ventura**

7.1 Ventura can only withdraw from the package tour contract due to failure to reach a minimum number of participants if Ventura

a) states the minimum number of participants in the pre-contractual information regarding the booked package tour and the date by which the traveler must have received the declaration before the contractually agreed start of the tour at the latest, and

b) states the minimum number of participants and the latest cancellation deadline in the travel confirmation.

The withdrawal must be declared to the traveler no later than 32 days before the start of the departure. If it becomes apparent at an earlier point in time that the minimum number of participants cannot be reached, Ventura must immediately exercise its right of withdrawal.

If the tour is not carried out for this reason, Ventura must refund any payments made by the traveler without delay, but in any case within 14 days of the declared withdrawal.

7.2 Ventura can terminate the package tour contract without notice if the traveler, despite a warning by Ventura, persistently disturbs the performance of the tour or behaves in a manner contrary to the contract to such an extent that the immediate cancellation of the contract is justified; this does not apply if a behavior contrary to the contract has arisen due to a violation of pre-contractual information obligations. If special requirements have to be met by the traveler for a package tour according to the travel description (e.g., health requirements), a violation of these requirements constitutes a breach of contract. If Ventura cancels the contract, Ventura retains the right to the tour price, but must take into account the value of the saved expenses as well as the advantages Ventura gains from using the unused services for other purposes, including the amounts credited to Ventura by its service providers.

## **8. Obligations of the traveler to cooperate**

### *8.1 Travel documents*

The traveler must inform Ventura or his or her travel agent with whom he or she booked the package tour if, despite full payment of

the tour price, he or she does not receive the required travel documents (e.g., e-ticket receipts, hotel vouchers) within the period communicated by Ventura.

### *8.2 Notification of defects*

Ventura is obliged to provide the travel package to the traveler free of any travel defects. Should this not be the case, the traveler is obligated to immediately notify Ventura of any travel defect. To this end, the traveler must immediately notify Ventura's representative on site of the defect. If there is no Ventura representative on site and if this is not contractually required, the passenger must inform Ventura directly of the defects that have occurred. The contact details of a local Ventura representative and how to reach him or her as well as Ventura's contact details for reporting travel defects can be found in the travel confirmation. The traveler also has the option of submitting his notice of defects to the travel agent with whom he booked the package tour.

Ventura's representative is instructed to take remedial action insofar as this is possible. However, he is not authorized to acknowledge claims.

If Ventura was unable to provide a remedy as a result of a culpable failure to report the defect, the traveler can neither assert claims for a reduction in price according to § 651m BGB (German Civil Code) nor claims for damages according to § 651n BGB (German Civil Code).

### *8.3 Setting a deadline before termination*

If a traveler wishes to terminate the package tour contract due to a significant travel defect of the type described in § 651i BGB in accordance with § 651l BGB, the traveler must first set Ventura a reasonable deadline for remedial action. This does not apply only if Ventura refuses to provide a remedy or if an immediate remedy is necessary.

### *8.4 Baggage delay and damage*

a) In accordance with air traffic regulations, the passenger must immediately notify the responsible airline on site of any damage to his or her baggage or loss or delay of baggage by means of a damage report (P.I.R. or property irregularity report) and obtain a confirmation in text form for reasons of evidence. Both airlines and Ventura—if the flight was booked through Ventura—will usually refuse refunds in this regard based on international agreements if the damage report has not been completed. The claim must be filed within 7 days in case of baggage damage, and within 21 days in case of baggage delay.

b) In addition, Ventura must be notified immediately of the damage, loss or delay of baggage in accordance with the provisions of section 8.2, if the flight is part of the package tour booked with Ventura. Notification to Ventura does not release the passenger from the obligation to report the damage to the responsible airline in due time according to lit. a).

## 9. Limitation of liability

9.1 Ventura's contractual liability for damages that do not result from injury to life, limb or health is limited to three times the tour price, insofar as these were not culpably caused. If international agreements or legal regulations based on such agreements apply to a travel service, according to which a claim for damages against the service provider only arises or can only be asserted under certain conditions or restrictions or is excluded under certain conditions, Ventura can also refer to this vis-à-vis the traveler. If further claims arise from international agreements or legal regulations based on these, these remain unaffected by the limitation of liability.

9.2 Ventura is not liable for any disruption of services, personal injury or damage to property in connection with services that are merely arranged as third-party services (e.g., excursions, sporting events). In this context, these services will be expressly identified as third-party services in the travel description and the booking confirmation, stating the identity and address of the contractual partner arranged in such a clear manner that the traveler can see that they are not part of Ventura's package tour. Ventura is, however, liable for these services if and to the extent that the damage suffered by the traveler was caused by Ventura's breach of its duties to inform, educate, or organize the traveler.

9.3 Ventura is not liable for services which are used by the traveler as part of the package tour and which are not arranged or organized by Ventura or its local representatives, but for example by the hotel or other persons or companies on their own responsibility.

9.4 If the flight was booked through Ventura, Ventura shall issue flight tickets according to the information and names provided by the traveler at the point of booking regardless of booking channel (e.g., Internet or telephone). Ventura shall assume that all and any information and names provided at the point of booking are accurate and are not in conflict with the name of the traveler as it appears on the traveler's passport.

a) The traveler shall be responsible at all times for accurately transmitting the legal names on the passport; checking and verifying upon booking confirmation that all information and names accurately match the legal names on the passport; and informing

Ventura at the earliest opportunity of any possible mismatch between the legal names on the passport and the names on the flight ticket issued.

b) When booking on behalf of other travelers on the same booking, the traveler making the booking shall be responsible for ensuring that all travelers on the booking comply with point 9.4.a. Above.

c) Ventura shall not be liable for issues (e.g., denied boarding) or additional fees (e.g., ticket re-issue costs) due to the traveler's failure to comply with points 9.4.a and 9.4.b above. Any additional costs in these cases shall be invoiced to and payable by the traveler.

## 10. Assertion of claims, consumer dispute resolution

10.1 Claims in accordance with §§ 651i Para. 3 No. 2, 4-7 BGB (German Civil Code) must be asserted by the passenger against Ventura. The traveler can also assert claims via the travel agent with whom he/she booked the package tour. It is recommended to assert the claims on a durable medium.

10.2 The traveler's claims under the travel contract are subject to a limitation period of two years; the limitation period begins on the day on which the package tour should end according to the contract.

10.3 In accordance with § 36 VSBG (Consumer Dispute Settlement Act), Ventura points out that Ventura does not participate in dispute settlement proceedings before a consumer arbitration board and is not legally obligated to do so. Should a legal obligation to participate in such a dispute resolution procedure arise after printing or should Ventura voluntarily participate in such a procedure, Ventura will inform the travelers of this on a permanent data carrier. In case of conclusion of a contract in electronic legal transactions, reference is made to the European platform for online dispute resolution in accordance with Article 14 (1) ODR Regulation at <https://ec.europa.eu/consumers/odr/>.

## 11. Passport, Visa and Health Requirements

11.1 Ventura informs the travelers about general passport and visa requirements of the country of destination, including the approximate deadlines for obtaining any necessary visas, as well as health formalities prior to conclusion of the contract and about any changes to these prior to departure.

11.2 The traveler is responsible for obtaining and carrying the travel documents required by the authorities, any necessary vaccinations, and compliance with customs and foreign exchange regulations. Any disadvantages resulting from non-compliance with these regulations, e.g. the payment of cancellation fees, will be borne by

the passenger. This does not apply if Ventura has not provided information, has provided insufficient information, or has provided incorrect information.

11.3 Ventura is not liable for the timely issuance and receipt of necessary visas by the respective diplomatic representation if the traveler has commissioned Ventura to obtain them, unless Ventura has culpably violated its own obligations.

## **12. Information on the identity of operating air carriers**

If flights are directly booked with Ventura, the EU regulation on informing passengers about the identity of the operating air carrier obliges Ventura to inform the traveler about the identity of the operating air carrier(s) of all air transportation services to be provided within the scope of the booked trip at the time of booking. If the operating airline has not yet been determined at the time of booking, Ventura is obligated to inform the traveler of the airline or airlines that will likely operate the flight or flights. As soon as Ventura knows which airline will operate the flight, Ventura must inform the passenger. If the airline named to the traveler as the operating airline changes, Ventura must inform the traveler of the change. Ventura must immediately take all reasonable steps to ensure that the traveler is informed of the change as soon as possible.

The list of airlines banned from operating in the EU (so-called "Black List") can be found on the following website: [https://transport.ec.europa.eu/transport-themes/eu-air-safety-list\\_en](https://transport.ec.europa.eu/transport-themes/eu-air-safety-list_en)

## **13. Consent to the use of photographs and video recordings made during the trip.**

By agreeing to the travel contract, the traveler acknowledges that photos or videos in which the traveler is visible may be taken during the trip. These photos or videos may be taken by other travelers, the tour operator, or its representatives. The traveler grants consent to the tour operator and its contractors to reproduce the photographs and videos for marketing purposes in any medium, whether currently known or developed in the future, without any further obligation or compensation to the traveler. Ventura TRAVEL points out that this consent is revocable.

## **14. Applicable Law, Place of Jurisdiction**

14.1 German law applies to the contractual relationship between the traveler and Ventura.

14.2 The traveler can only sue Ventura at its registered office. Ventura's place of residence is decisive for legal action against the

traveler. For legal actions against travelers who are merchants, legal entities under public or private law or persons, the place of jurisdiction is agreed to be the registered office of Ventura, provided that these T&C are applicable to the traveler's company due to the absence of a framework agreement for the handling of business trips. The same applies to travelers whose domicile or usual place of residence is in a third country or whose domicile or usual place of residence is unknown at the time the action is filed.

14.3 The above provisions shall not apply,

a) if and insofar as provisions of international agreements which are applicable to the package tour contract between the traveler and Ventura and which cannot be contractually stipulated result otherwise in favor of the traveler, or

b) if and to the extent that non-mandatory provisions applicable to the package tour contract in the EU member state to which the traveler belongs are more favorable to the traveler than the above provisions or the corresponding German provisions.

Status: MAY 2024

### **Tour operator:**

Ventura TRAVEL Ltd.  
Lausitzer Str. 31  
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### **Data protection notice:**

The personal data provided by travelers in the course of booking the package tour is processed electronically and used by Ventura TRAVEL GmbH and its service providers (carriers, hotels, incoming agencies, database providers of entry and health regulations) and processed and stored in the AMADEUS/SABRE reservation system (GDS) used worldwide, to the extent necessary for the performance of the contract. Due to a U.S. federal terrorist screening law, airlines are required to provide the flight and reservation information of each passenger to the U.S. Transportation Security Administration (TSA) prior to entry into the United States. Without this data transfer, entry into the USA is not possible - this also applies to stopovers as well as connecting flights. This data must also be transmitted for flights to other countries that are only tangential to the airspace of the USA.

The provisions of the GDPR apply. The detailed data protection information, including the rights of travelers, is stored at [Privacy](#).



[policy](#), can be requested under the contact details of Ventura TRAVEL GmbH or will be made available at the time the data is collected (travel request / travel booking).

**Distance contracts:**

Ventura TRAVEL GmbH would like to point out that bookings of package tours in distance selling (e.g. by telephone, e-mail) cannot be revoked according to §§ 312 para. 7, 312g para. 2 sentence 1 no. 9 BGB (German Civil Code). However, a right of revocation exists if the contract for the package tour between Ventura TRAVEL GmbH and

the traveler, who is a consumer, has been executed outside business premises, unless the verbal negotiations on which the contract execution is based have been conducted at the prior order of the consumer.

**Travel insurance:**

Ventura TRAVEL GmbH generally recommends the purchase of travel cancellation insurance and foreign travel health insurance, including coverage of repatriation costs in the event of accident or illness.