

## GENERAL CONDITIONS OF SALE

### 1. Object

- 1.1 These general conditions of sale (hereinafter, the “**GCS**”) by Veneranda Fabbrica del Duomo di Milano, with its registered office in Via C.M. Martini 1, 20122 Milan, tax code and VAT number 01989950157, telephone number 02 361691 and e-mail [info@duomomilano.it](mailto:info@duomomilano.it) (hereinafter, “**VFD**”), represent the contractual conditions which, accepted by the user (hereinafter, individually, the “**User**” and, jointly, the “**Users**”) or by the groups, as described in articles 2.7 a) i. and 2.7 a) ii., organised with the presence of a guide and/or accompanying person and/or tour leader who explains and illustrates the history, art and architecture attractions of the Historical Complex, as defined below, and equipped with a dedicated microphone transmitter system (hereinafter, individually, the “**Group**” and, jointly, the “**Groups**”) (hereinafter, the User/Users and the Group/Groups are jointly referred to as the “**Customer**”), will govern the contract between VFD and the Customer (hereinafter, the “**Contract**”), as indicated in articles 1.2, 1.3, 1.4 and 1.5 below relating to (a) the purchase of the various types of access tickets to the visitable areas of the Milan Duomo historical complex – namely the Milan Duomo Cathedral, the Aquilonare Sacristy, the Baptistery of San Giovanni alle Fonti archaeological area, the Milan Duomo Museum, the Milan Duomo Rooftops, the Baptistery of Santo Stefano, the Church of Santa Maria Annunciata in Camposanto, the Church of San Gottardo in Corte di Palazzo Reale, the Archive-Library, and the Candoglia Quarries (hereinafter, jointly the “**Historical Complex**”) – as well as of the type of ticket to access the Milan Duomo Cathedral, the Milan Duomo Museum and the Veneranda Biblioteca Ambrosiana (hereinafter, jointly, the “**Ticket**”) and/or (b) the purchase of the Milano Duomo Card (hereinafter, the “**Duomo Card**”), together with the digital content relating to the Duomo Card (hereinafter, the “**Duomo Card Digital Content**”), the benefits attributed by it to the Customer as better described on the Website, as defined below, (hereinafter, the “**Benefits**”) and any gadgets provided for each Duomo Card in the context of the Benefits (hereinafter, the “**Gadgets**”) and/or (c) the purchase, together with the Ticket, (i) of an ultimate experience of “augmented reality”, through the Epson “Moverio” 3D cutting-edge transparent multimedia glasses, together with their accessories, internationally patented and technically integrated by a software platform created by ART-GLASS S.r.l. (hereinafter, individually the “**Smartglass**” and, jointly, the “**Smartglass**”), through which a visiting path within the Milan Duomo and the archaeological area beneath it is created, which enables the Customer to know and live the history, as well as to learn some details of the Milan Duomo and of the related “spotlight objects” through 3D reconstructions and “augmented reality” videos, as better specified below (hereinafter, the “**Augmented Reality Experience**”) or (ii) of an interactive experience of edutainment, which takes places at the Church of San Gottardo in Corte di Palazzo Reale via “virtual reality”, which enables the Customer, through an “augmented reality” visor, together with the accessories (hereinafter, the “**Meta Quest 2 Visor**”), to digitally visit and discover the history of the Candoglia Quarries and of marble-working, and to have online sessions with multiple users in immersive 3D scenarios, with avatar and voice chat, the upload of media files, including 3D files, by the users, to be used during the sessions, through a platform called “Virtuademy” created by AnotheReality S.r.l., as better specified below (hereinafter, the “**Virtual Reality Experience**”) and/or (d) the booking and the purchase of guided tours for Groups, carried out both in person and virtually (hereinafter, individually, the “**Guided Tour**” and, jointly, the “**Guided Tours**”) and/or (e) the purchase of a service which offers the Customer, via a subscription, access to a platform, by entering the Access Code, as better defined below, in the reserved area of the Website, as better defined below, with live streaming images of the Milan skyline, filmed using a webcam placed on the Guglia Maggiore of the Milan Duomo, at the base of the Madonnina, as better described in art. 2.8 a) below, (hereinafter, the “**Madonnina Webcam Service**”) (hereinafter, the Ticket, Duomo Card, Duomo Card Digital Content, the Augmented Reality Experience, the Virtual Reality Experience, Benefits, Gadgets, Guided Tours and the Madonnina Webcam Service are individually the “**Service**” and, jointly, the “**Services**”).
- 1.2 With reference to the Ticket, to the Augmented Reality Experience and to the Virtual Reality Experience, the GCS and the related unfair contract terms must be accepted by the Customer (i) at the time of the purchase at the Ticket Offices, as defined below, since they are available, and therefore fully accessible by the Customer; (ii) online, on the website [www.duomomilano.it](http://www.duomomilano.it) (hereinafter, the “**Website**”), together with the order (hereinafter, the “**Order**”), by clicking and/or flagging the boxes that are specifically and separately provided with reference to the GCS and to the unfair contract terms provided therein, and, together with the subsequent order confirmation sent by VFD to the Customer (hereinafter, the “**OC**”), they will constitute the Contract, subject to successful completion of the payment.
- 1.3 With reference to the Duomo Card, the GCS and the related unfair contract terms must be accepted by the Customer online, on the Website, together with the Order, by clicking and/or flagging the boxes that are specifically and separately provided with reference to the GCS and to the unfair contract terms provided

therein, subject to successful completion of the payment, and in this way the Contract will be finalised pursuant to art. 2.6 f).

- 1.4 With reference to the Guided Tour, the GCS and the related unfair contract terms must be accepted by the Group (i) with reference to Small Groups, Large Groups, Third-Party Groups and Scheduled Groups With Fixed Starting Time, as defined below, online, on the Website, together with the Order, by clicking and/or flagging the boxes that are specifically and separately provided with reference to the GCS and to the unfair contract terms provided therein, and, together with the subsequent OC sent by VFD to the Group, they will constitute the Contract, subject to successful completion of the payment; (ii) with reference to Educational Groups, as defined below, by double signing the form for acknowledgement and full acceptance of the GCS and of the related unfair contract terms (hereinafter, the “**Form**”), and, together with the subsequent Booking confirmation, as defined below, sent by VFD to the Group, they will constitute the Contract, subject to successful completion of the payment.
- 1.5 With regard to the Madonnina Webcam Service, the GCS and the related unfair terms must be accepted by the Customer, on the Website, together with the Order, which can be a 12-month subscription or a 20-minute subscription, via a click and/or a flag in the boxes that are specifically and separately provided with regard to the GCS and to the unfair contract terms provided therein, subject to successful completion of the payment, and in this way the Contract will be finalised as provided by art. 2.8 f).
- 1.6 Without prejudice to the provisions of art. 1.1 above, these GCS also govern, with reference to the Duomo Card and to the Madonnina Webcam Service, the situation where a non-supply or any defects of conformity of the Duomo Card Digital Content and/or the Madonnina Webcam Service with the Contract occur, for which the Customer, as a consumer as set out in art. 2.2 below, has the right to a legal warranty pursuant to articles 135 *octies* – 135 *vicies ter* of the Italian Consumer Code, as defined below, following the main directions provided by art. 4 below, by which VFD, according to the Consumer Code, as defined below, gives the Customer precise and correct information in this respect, and also provides the Customer with a reminder concerning the existence of the warranty (hereinafter, the “**Digital Service and Digital Content Conformity Warranty**”).
- 1.7 The Customer, by accepting these GCS, declares to have read, know well, and expressly accept the “*Rules of conduct and access regulations for the Historical Complex of Milan Duomo*” (hereinafter, the “**Regulations**”) and “*Veneranda Fabbrica del Duomo di Milano guidelines for the prevention and control of Covid-19*” (hereinafter, the “**Guidelines**”) published at the following address <https://www.duomomilano.it/en/rules/>, which constitute an integral and substantial part of the Contract, and VFD is expressly indemnified with regard to any action or failure to act, and/or any damage, including health damage, that might be caused by the Customer to things and/or persons and/or to the Historical Complex, for any reason, and the Customer cannot raise any exception.
- 1.8 VFD reserves the right, at any time and at its entire discretion, to make any changes and/or variations to what is published on the Website and/or what is available at the Ticket Offices, as defined below, to the Ticket, the Duomo Card and to the Madonnina Webcam Service, (without prejudice to the provisions of art. 4.13 below having regard to the Duomo Card Digital Content and to the Madonnina Webcam Service), to the Augmented Reality Experience, the Virtual Reality Experience, the Benefits, the Gadgets, the Guided Tours, the Regulations and the Guidelines, without any prior notice. It is the Customer’s responsibility to consult the information published by VFD at the aforementioned address <https://www.duomomilano.it/en/rules/> and/or on display at the Ticket Offices, as defined below, both before purchasing the Services and before accessing the Historical Complex, with VFD being expressly indemnified against any and all claims and/or requests, for any reason, formulated by the Customer.
- 1.9 The Customer may purchase one or more of the Services, it being expressly understood that, without prejudice to the provisions set out in article 1.1 above, the clauses specifically referring to the Service(s) that is(are) not the object of the purchase will not apply between VFD and the Customer.
- 1.10 The Services are provided by VFD in compliance with the GCS applicable to each of them.

## **2. Description of the Services**

- 2.1 Each of the Services is carried out by VFD in full compliance with the rules of the Italian Consumer Code (Legislative Decree no. 206 of 6 September 2005 and subsequent amendments and additions) (hereinafter, the “**Consumer Code**”), including on distance selling as governed by articles 49 et seq.
- 2.2 Each of the Services is exclusively reserved for end users who are “consumers” pursuant to article 3, paragraph 1, lett. a) of the Consumer Code. The term “consumer” means any natural person who purchases the Ticket, the Duomo Card, the Duomo Card Digital Content, the Augmented Reality Experience, the Virtual Reality Experience, the Benefits, the Gadgets, and the Madonnina Webcam Service, or books and purchases a Guided Tour according to the methods set out in these GCS for purposes not related to their own commercial, entrepreneurial, craft or professional activity that may be carried out. By expressly and

unconditionally accepting these GCS, the Customer declares to purchase the Ticket and/or the Duomo Card and/or the Duomo Card Digital Content and/or the Augmented Reality Experience and/or the Virtual Reality Experience and/or the Benefits and/or the Gadgets and/or the Madonnina Webcam Service and/or to book and purchase the Guided Tours for purposes other than those aforementioned and undertakes to observe these GCS in their relations with VFD.

- 2.3 In the event that the Order is placed for the consumer on the Website by an agency and/or other intermediary and/or by the authorised reseller of VFD, the list of which can be found on the Website, these latter undertake, for themselves and their beneficiaries, to make known and to fully apply these GCS to the consumer, thereby expressly indemnifying VFD from any and all claims made by the consumer, for any reason whatsoever. It remains also understood, and no exception can be raised against VFD, that, in such a case, no voucher and/or discount code, of any nature, can be validly entered and used by the agency and/or other intermediary of the consumer and/or the authorised reseller of VFD. A voucher and/or discount code can be validly used and entered only by the consumer, the natural person holding the credit card and/or any other enabled system of electronic payment that is used at the time of purchase, who directly purchases the Ticket – also together with the Augmented Reality Experience and/or the Virtual Reality Experience – according to the methods indicated in these GCS, or directly makes the Booking, as defined below, for the Guided Tour according to the methods indicated in these GCS, and the Ticket – also together with the Augmented Reality Experience and/or the Virtual Reality Experience – and/or the Guided Tour are for a personal use only.
- 2.4 For the Services, at the request of the Customer, once the purchase procedure has been completed and the successful completion of the payment made by the Customer has been verified, VFD will issue the relevant invoice, it being understood that the invoice must be requested by the Customer:
- at the Ticket Offices, before making the purchase;
  - on the Website, via the ad-hoc flag at the time of the Order;
  - via the Booking, as defined below, for the Educational Groups, as defined below, upon filling out and sending the Form.

2.5 With reference to the Ticket:

- a) VFD provides two different types of Ticket: the normal Ticket<sup>1</sup> and the “fast-track” Ticket<sup>2</sup>;
- b) with reference to all types of Ticket:
  - i. they can be purchased: (1) from the Website, through the filling in of a specific form by the Customer on the Website and through the successive sending of the online Order to VFD, subject to successful completion of the payment, once the Order has been completed, and subject to full acceptance of the GCS and the unfair contract terms contained therein; (2) at one of the enabled ticket offices (hereinafter, the “**Ticket Offices**”); (3) via parties authorised to sell by VFD, indicated in the list published on the Website; (4) for Educational Groups, as defined below, which intend to make the Booking, as defined below, by filling in the Form, according to the methods referred to in art. 2.7 a) ii. 2. below, subject to successful completion of the payment and full acceptance of these GCS and of the unfair contract terms;
  - ii. the price corresponds to that shown on the Ticket itself, it being understood that pre-sale rights and/or service fees may be applied. All prices are exempt from VAT (article 10 of Presidential Decree 633/1972), with the exception of tickets for the participation in concerts. For the purpose of issuing free, discounted, or reduced Tickets, the Customer must present a valid identity document or card (disability, tourist guide, tour leader, or military personnel, who are entitled to a discount) proving the necessary requirements, to the personnel responsible for this verification. The card holder must be present at the time of collection and must follow the instructions and operating

---

<sup>1</sup> Normal Ticket: the following Ticket categories are part of the normal Ticket types: *i*) Duomo Pass Lift (grants entry to Milan Duomo, Milan Duomo Museum, Milan Duomo Rooftops access by lift, Baptistery of San Giovanni alle Fonti archaeological area), *ii*) Duomo Pass Stairs (grants entry to Milan Duomo, Milan Duomo Museum, Milan Duomo Rooftops access by stairs, Baptistery of San Giovanni alle Fonti archaeological area), *iii*) Culture Pass (grants entry to Milan Duomo, Milan Duomo Museum, Baptistery of San Giovanni alle Fonti archaeological area and the Church of San Gottardo in Corte di Palazzo Reale and the exhibitions, if any), *iv*) Milan Duomo Rooftops access by stairs, *v*) Milan Duomo Rooftops Access by lift, *vi*) Milan Duomo, *vii*) Milan Duomo Museum, *viii*) Milan Duomo and Baptistery of San Giovanni alle Fonti archaeological area, *ix*) Baptistery of San Giovanni alle Fonti archaeological area, *x*) Milan Duomo and Milan Duomo Museum, *xi*) Milan Duomo, the Milan Duomo Museum and the Veneranda Biblioteca Ambrosiana. VFD reserves the right to introduce new Ticket types and create ticket packages, also on a seasonal basis or for special events.

<sup>2</sup> “Fast-Track” Ticket: the following categories of Tickets belong to the “fast-track” type of Ticket: *i*) Fast-Track Rooftops (grants entrance to the Milan Duomo Rooftops in “fast-track” mode”) and *ii*) Fast-Track Pass A (grants entry to the Milan Duomo Rooftops, the Milan Duomo Museum and Church of San Gottardo in Corte in “fast-track” mode, as well as entry via the large, most southerly door of the façade to Milan Duomo and to the Baptistery of San Giovanni alle Fonti archaeological area, as well as the collection of a kimono-cape for entrance to Milan Duomo - collection from the access gate to the Milan Duomo Rooftops).

procedures given by staff at the Ticket Offices. Each card entitles the holder to one free Ticket only. Pricing policies for the definition of free categories, categories with exemption and/or reduction, are defined at the sole discretion of VFD or stipulated through specific agreements with Institutions and Associations;

- iii. payment of the Ticket can be made by credit card or by other electronic payment system enabled via the Website or via the website of authorised resellers; in cash and with electronic money (debit card, credit card, other enabled systems) at the Ticket Offices; by bank transfer for contracted parties, and the Educational Groups, as defined below;
- iv. depending on the channel used for purchase, the Ticket can be issued in the following ways (1) in paper format, when purchased from one of the Ticket Offices; (2) in electronic format (downloadable voucher via e-mail or other tools) if purchased via online channels of authorised resellers and/or via the Website with the possibility of advance purchase and/or by filling in the Form;
- v. the Ticket, if not validated, is valid exclusively for the date chosen for the visit, while combined tickets are valid exclusively for 3 (three) days, without prejudice to the provisions of art. ix. below, from the date chosen for the visit and are valid for one single access to the areas included in the Ticket's tariff;
- vi. without prejudice to the provisions of art. v. above, the Customer is entitled to change the date of visit selected upon purchasing the Ticket (hereinafter, the "**Date Change**"), it being understood that the Date Change can be requested exclusively (i) no later than 3 (three) months after the date of purchase of the Ticket, (ii) until 1 (one) business day before the date of visit selected upon purchasing the Ticket, (iii) by the Customer who purchased the Ticket and (iv) for the entire content and for all the persons indicated in the Ticket, it being understood that infringement or expiry of such terms will make it impossible to make the Date Change;
- vii. the Date Change will take place according to the following methods:
  1. the Customer will send the request for the Date Change to VFD, according to the terms referred to in art. vi. above, by e-mail to the address [info@duomomilano.it](mailto:info@duomomilano.it) or by filling in the online form at the link <https://ticket.duomomilano.it/contattaci/>;
  2. within 15 (fifteen) days, VFD will send to the Customer a communication, to the same e-mail address from which VFD received the request for the Date Change, by which it can alternatively:
    - (a) accept the request for the Date Change, without prejudice to the provisions of art. viii. 1. below;
    - (b) reject the request for the Date Change by proposing, where possible, a new solution to the Customer for the date indicated by the Customer with respect to the Date Change (hereinafter, the "**New Ticket Solution**"), it being understood that VFD cannot be held responsible, for any reason, for the failure of the Customer to receive and/or read the said communication at the e-mail address received by VFD, for any reason whatsoever;
  3. if the scenario described in letter (a) of point 2. above occurs, the Customer will no longer be able to request a new Date Change to VFD, and no exception can be raised by the Customer;
  4. if the scenario described in letter (b) of point 2. above occurs, the Customer, no later than 7 (seven) days from the reception of the communication of VFD, must send to VFD an e-mail communication, containing alternatively:
    - the acceptance of the New Ticket Solution, without prejudice to the provisions of art. viii. 2. below; in such a case, the provisions of point 3. above apply;
    - a proposal of a new date for the Date Change, in compliance with the terms referred to in art. vi. above; in such a case, the set of rules referred to in this art. vii. apply, without prejudice to the compliance with the terms referred to in art. vi. above,it being understood that if the Customer fails to send the communication, for any reason whatsoever, by the aforesaid deadline, the Ticket initially purchased will remain valid exclusively on the date selected upon purchasing the Ticket, and the Date Change cannot be made, and any responsibility of VFD in this respect, for any reason, is expressly excluded, and the Customer waives future claims and or requests, for any reason (i.e. by way of example, but not limited to, for compensation and/or reimbursement), with regard to the Ticket, even if the date selected upon purchasing the Ticket is already exceeded;
- viii. without prejudice to the correct performance of all the activities described in articles vi. and vii. above, according to the terms provided therein:
  1. the Date Change, having as its subject the same type of Ticket, will be available free of charge, it being understood that in the event that, at the moment of the Date Change, VFD has released

- a new pricelist providing for a price increase for the same type of Ticket, VFD will not require that the Customer supplements the price paid upon purchasing the Ticket;
2. the New Ticket Solution, having as its subject a different type of Ticket, will be fee-paying. In such case, (a) where the price for the different type of Ticket of the New Ticket Solution is higher than the price of the purchased Ticket, upon sending the communication of acceptance of the New Ticket Solution, as referred to in art. vii. 4. above, the Customer must pay the difference of price to VFD by credit card or at the cash desk on the day of the visit, it being understood that in case of total or partial failure to receive the payment, for any reason whatsoever, the purchase of the New Ticket Solution will not be considered finalised and therefore only the Ticket on the date indicated at the time of purchase will be valid, and no exception can be raised by the Customer, and any responsibility of VFD in this respect, for any reason, is expressly excluded, and the Customer waives future claims and/or requests, for any reason (including, by way of example but not limited to, for compensation and/or reimbursement), with regard to the Ticket, also in the event that the date selected upon purchasing the Ticket is already exceeded; (b) where the price for the different type of Ticket of the New Ticket Solution is lower than the price of the purchased Ticket, VFD will have full right to definitively withhold the entire price of the Ticket paid by the Customer at the time of purchase, and the Customer expressly waives future claims and/or requests, for any reason, in this respect;
  - ix. the Customer is required to be present at the access gate indicated on the Ticket to start security checks. For tickets of the type Duomo Pass, the selected time refers to the entrance of the climb to the Milan Duomo Rooftops; for tickets of the type Culture Pass, Milan Duomo and Milan Duomo Museum, Milan Duomo, Milan Duomo Museum and the Veneranda Biblioteca Ambrosiana, the selected time refers to the entrance to the Cathedral; if the Customer arrives outside the indicated time, with a tolerance of 30 minutes – before/after – without prejudice to the Historical Complex opening hours to the public, the entrance can be denied, at the absolute discretion of VFD’s staff on duty, due to organisational needs, and no exception can be raised by the Customer;
  - x. the hours, visiting routes, and opening hours of the points of sale may be subject to variations, delays and/or limitations due to liturgical services, following indications from the Public Security Authorities, for extraordinary and/or organisational needs of the Historical Complex and/or of VFD or in case of adverse weather conditions and/or due to Force Majeure Causes, as defined below; in these cases, the Customer is not entitled to a refund, any exception to this is now withdrawn;
  - xi. the Ticket Offices enabled to the sale of the Ticket are indicated below:
    - “Ticket Office 1” and “TVM” (Ticket Vending Machine) in Piazza Duomo 14/A, Sala delle Colonne;
    - “Ticket Office 2” and “TVM” (Ticket Vending Machine) in Palazzo Reale – Piazza Duomo 12, inside the Milan Duomo Museum;
    - “Groups Ticket Office” at the temporary structure located inside the Cesata of the Milan Duomo, south side;
  - xii. the opening hours of the Ticket Offices are indicated by VFD on the dedicated page of the Website;
  - xiii. if the Ticket is purchased from third parties that are not authorised for sale, or if the Ticket is stolen, counterfeit, unreadable (for reasons not attributable to VFD), copied, or obtained in violation of these GCS, the Customer will be denied entry to the Historical Complex or, if already inside, will be escorted out by the staff in charge;
  - c) with specific reference to the “fast-track” Ticket:
    - i. it can only be purchased on a seasonal basis; the Service timetable will be defined each year by VFD and communicated on the Website. Outside the guaranteed time slot for the Service, the Customer can access the Historical Complex during the usual opening hours through the ordinary access pathways, without prejudice to the provisions of art. ix. above;
    - ii. grants access to a reserved security check lane and allows to quickly reach the entrance of the Milan Duomo Rooftops with shorter waiting times than Customers who purchased a normal Ticket, it being understood that all persons are subject to the same safety rules and procedures;
  - d) with specific reference to the “Duomo + Museum + Veneranda Biblioteca Ambrosiana” Ticket:
    - i. it can only be purchased at the Ticket Offices managed by VFD and/or on the Website;
    - ii. entitles to access the Milan Duomo, the Milan Duomo Museum and the Veneranda Biblioteca Ambrosiana, which is located in Milan, Piazza Pio XI, 2, closed on Wednesdays.

## 2.6 With reference to the Duomo Card:

- a) the Duomo Card consists of a physical or digital card, purchased by the Customer on the Website, which assigns the Duomo Card Digital Content and a series of Benefits and Gadgets (hereinafter, jointly, the “**Duomo Card Price**”), following an Order carried out on the Website by the Customer, subject to successful completion of the related payment of the Duomo Card Price, as better clarified below;
- b) with regard to the functionality of the Duomo Card Digital Content, the main functional and technical features can be found at the following links: <https://www.duomomilano.it/it/infopage/milano-duomo-card/159/> and <https://www.duomomilano.it/it/infopage/un-nuovo-tour-3d-alla-scoperta-del-duomo-di-milano/175/>. Please note that there are no specific technical and/or geographical restrictions to the use of the Duomo Card Digital Content, it being understood that the existence of a properly working internet connection is required, for which the Customer shall be responsible;
- c) with regard to the compatibility and interoperability of the Duomo Card Digital Content, to the knowledge of VFD, please note that the Duomo Card Digital Content can run on the same PC and/or tablet and/or smartphone without causing any software and/or hardware conflicts with other similar digital contents and/or without causing any loss of functionality, for both the Duomo Card Digital Content and for similar digital contents; with regard to the interoperability of the Duomo Card Digital Content, please note that the Duomo Card Digital Content can run on different PCs and/or tablets and/or smartphones without causing software and/or hardware conflicts;
- d) the purchase is made by the Customer filling in a specific form on the Website and by subsequently sending the online Order to VFD, subject to successful completion of the payment of the Duomo Card Price, which the Customer undertakes to make by credit card once the Order has been completed and without prejudice to full acceptance of the GCS and the unfair contract terms contained therein;
- e) upon receipt of the Order and related payment of the Duomo Card Price (subject to successful completion of the same), VFD will send the OC to the Customer, to the e-mail address provided by the latter during compilation of the form, containing a description of the Duomo Card, the Benefits and the Gadgets included, the identification code of the Duomo Card, (including the one relating to the Duomo Card Digital Content), the summary of costs incurred by the Customer (relating in particular to the purchase of the Duomo Card and any additional shipping costs), these GCS together with the unfair contract terms provided therein and accepted by the Customer, indications for the methods of delivery of the Duomo Card and any Gadgets, and indicative delivery times, the confirmation of the prior consent and acceptance, by the Customer, of the loss of the right of withdrawal referred to in art. 5.3 b);
- f) the Contract is considered finalised upon acceptance by the Customer, by the double clicking of the Contract online and, separately, of the specific unfair contract terms in compliance with articles 1341-1342 of the Italian Civil Code, and by simultaneously sending the online Order to VFD, subject to successful completion of the payment of the Duomo Card Price to be made on the Website by the Customer;
- g) any import duties and customs fees will be charged to the Customer when the Duomo Card purchased, together with the Gadgets, reaches the country of destination as indicated by the Customer. These costs will be borne by the Customer and may vary from State to State;
- h) in relation to the shipment of the Duomo Card and Gadgets, VFD will contact the chosen carrier, and send an e-mail to the Customer to the e-mail address provided when filling out the form on the Website giving the Customer a link to track the shipment;
- i) in the case of shipment of the Duomo Card and Gadgets, VFD cannot be held responsible for any delays; express delivery times are indicative and in no way binding on VFD, which uses couriers, according to the methods and timings of the carrier in charge, on account of the distance in kilometres, the Customer’s availability, and/or as specified in the transport conditions;
- j) the information concerning the shipment of the Duomo Card and Gadgets is given in the same form used to place the Order in a separate section. Any shipping and transport costs will be charged to the Customer;
- k) the Customer, in the case of shipment, will receive the Duomo Card and Gadgets with the Transport Document;
- l) the Duomo Card, including the Duomo Card Digital Content and the Benefits, is valid until 31 December of the year in which the Duomo Card is purchased;
- m) without prejudice to the provisions of letter l) above, the virtual tour of the Historical Complex, included in the Duomo Card Digital Content, will be accessible to the Customer online by entering the identification code of the Duomo Card Digital Content sent to the Customer with the OC, for a duration of 72 (seventy-two) hours.

## 2.7 With reference to Guided Tours:

- a) Groups are required to book the date and time slot of the Guided Tour (hereinafter, the “**Booking**”), which can be made according to the methods described below:
  - i. with reference to Small Groups, Large Groups, Scheduled Groups with Fixed Starting Time and Third-Party Groups, as defined below:
    1. with reference to the Groups organised by VFD: (I) only Groups organised by VFD, to the exclusion of the Educational Groups, as defined below, have priority access, when compatible with the organisational needs of VFD and/or the Historical Complex; (II) “**Small Groups**” are the Groups of visitors consisting of a minimum of 1 to a maximum of 10 persons (excluding the guide) (hereinafter, “**Small Groups**”); (III) “**Large Groups**” are the Groups of visitors consisting of a minimum of 11 to a maximum of 25 persons (excluding the guide and/or accompanying person) (hereinafter, “**Large Groups**”); (IV) “**Scheduled Groups with Fixed Starting Time**” are the Groups consisting of visitors who book individually a Guided Tour whose relevant date and time of starting have been previously set by VFD via a timetable published on the Website; these Groups can consist of a maximum of 30 persons (hereinafter, the “**Scheduled Groups with Fixed Starting Time**”);
    2. with reference to Groups organised by third parties: (I) Groups considered organised by third parties are those consisting of a minimum of 6 to a maximum of 50 persons (excluding the guide and/or accompanying person and, in the case of school and parish groups, other than Educational Groups, as defined below, excluding 2 accompanying persons per 25 participants) (hereinafter, “**Third-Party Groups**”); (II) in the absence of a Booking via the Website, it will be forbidden to collect more than 10 (ten) Tickets per single purchase transaction from the Ticket Office. This prohibition will not be applied in the following cases: *i*) requests for the issuance by a licensed tourist guide/tour leader (any Italian province) who must show their identification card; *ii*) requests accompanied by a list of participants shown at the Ticket Offices on the organiser’s headed paper; *iii*) requests submitted by an institution affiliated with VFD; *iv*) prepaid orders through VFD customer assistance services, and online purchases through affiliated portals; *v*) specific authorisation from VFD Management; (III) the Booking can be made starting from the 180<sup>th</sup> day (6 months) prior to the date of the Guided Tour. It will not be possible to make the Booking online in the 24 hours prior to the day of the Guided Tour. Each Booking cannot exceed the maximum number of 50 persons per accompanying person/guide;
    3. the Booking can be made exclusively online, by accessing the dedicated section on the Website and filling in, directly on the Website, the form available therein, with possibility to choose the day, time slot and to book the technology for the visit to the Historical Complex, subject to prior *i*) acceptance of the data processing pursuant to art. 13 of the GDPR (General Data Protection Regulation 2016/679); *ii*) express acceptance of these GCS and of the related unfair contract terms according to the methods referred to in art. 1.4 (*i*) above;
    4. the Booking is valid after completion of the guided procedure on the Website, subject to successful completion of the payment and reception of the OC. VFD reserves the right to change, at their absolute discretion, at any time, due to organisational needs and extraordinary circumstances of any nature, the possibility of Booking in specific time slots or timetable slots, and no exception can be raised in this respect;
    5. Large Groups and Educational Groups With Fixed Starting Time must present themselves at the meeting point communicated by VFD no later than 15 minutes before the time indicated in the Booking; Small Groups must present themselves at the meeting point communicated by VFD no later than 5 minutes before the time indicated in the Booking; in case of delay, participation in the Guided Tours cannot be guaranteed and the amounts already paid by the Participant, as defined below, will be withheld, and the Participant will not be entitled to any reimbursement or compensation, any exception to this is now withdrawn;
    6. in the event of a variation for a decrease in the number of Participants, as defined below, the Ticket of the absent Participants, as defined below, will not be refunded, but will be valid for the day indicated on the Booking and for the following 2 days;
    7. in the event of a variation for an increase in the number of Participants, as defined below, the correct number of Participants, as defined below, must be communicated, for Small Groups and/or Large Groups, within and no later than 2 (two) consecutive business days before the day of the Booking, to the Guided Tours Office via e-mail at [tour@fabbricaservizi.it](mailto:tour@fabbricaservizi.it), who can approve or not the variation, it being understood that the variation will undergo the related adjustment of the rates to be paid in advance of the date of the Guided Tour;

8. with reference to Scheduled Groups with Fixed Starting Time, please note that the minimum number of persons required for correctly creating the Group is set at the absolute discretion of VFD from time to time according to the organisational needs of VFD and/or of the Historical Complex, and no exception can be raised against VFD; in case of failure to reach the minimum number set as defined above, at the discretion of each person, the rules on Booking Change, as defined below, will apply or, in the alternative, the Contract will be automatically terminated and, as a consequence, the Booking will be cancelled and the amount paid at the time of Booking by the single person will be returned by VFD, by crediting the said amount to the credit card used at the time of Booking;
- ii. with reference to Educational Groups, as defined below:
1. “Educational Groups” are Groups of visitors with educational purposes and in particular school, religious, parish and facilitated Groups consisting of a minimum of 6 to a maximum of 30 persons (excluding the guide and/or accompanying person) (hereinafter, individually, the “**Educational Group**” and, jointly, the “**Educational Groups**”);
  2. the Booking can be made exclusively according to the following methods: (i) sending by the Educational Group of a Booking request for the Guided Tour to the e-mail address *didattica@duomomilano.it* for school groups and to the e-mail address *artefede@duomomilano.it* for religious groups (hereinafter, the “**Request**”); (ii) once the Request is received, VFD will send, to the same e-mail address from which VFD received the Request, the Form, it being understood that in case of failure by VFD to forward the Form, the Request should be considered rejected; (iii) once the Form is received, the Educational Group must fill in completely the Form, according to the methods laid down therein, by giving, at the same time, the consent to data processing pursuant to art. 13 of the GDPR (General Data Protection Regulation 2016/679) and by declaring to have read, understood and accepted in full the GCS, the Guidelines, the Regulations and the unfair contract terms according to the methods laid down in the Form, and must send the completed Form to VFD at least 10 (ten) business days before the date of the Guided Tour; (iv) once the completed Form is received, VFD will send the Educational Group, to the same e-mail address from which VFD received the completed Form, the confirmation of the Booking and of the total price to be paid, it being understood that the failure by the Educational Group to receive and/or read the said communication at the e-mail address received by VFD, for any reason whatsoever, cannot be attributed, on any grounds whatsoever, to VFD; (v) once the Booking confirmation is received, and in any event at least 7 (seven) business days before the date subjected to Booking confirmation by VFD, the Educational Group must make the payment by bank transfer, by sending a copy of the payment order to the e-mail address *didattica@duomomilano.it* for school groups and to the e-mail address *artefede@duomomilano.it* for religious groups; public bodies requesting an electronic invoice with issuance of the CIG will make the payment according to the methods indicated in the invoice, it being understood that in case of failure to receive payment, in full or in part, for any reason whatsoever, the Contract will be automatically terminated and, as a consequence, the Booking will be cancelled;
  3. the Booking is valid against forwarding of the Booking confirmation by VFD as referred to in point 2. (iv) above, subject to successful completion of the payment. VFD reserves the right to change, at their absolute discretion, at any time, due to organisational needs and extraordinary circumstances of any nature, the possibility of Booking in particular time slots or timetable slots, and no exception can be raised in this respect;
  4. the Educational Groups must be present at the meeting point communicated by VFD within and no later than 15 minutes prior to the time indicated in the Booking; in case of delay, the participation to the Guided Tours cannot be guaranteed and the amounts already paid by the Participant, as defined below, will be withheld, and the Participant will not be entitled to any refund or compensation, and no exception can be raised in this regard;
  5. in the event of a variation for a decrease in the number of Participants, as defined below, the Ticket of the absent Participants, as defined below, will not be refunded, but will be valid on the day indicated in the Booking and for the 2 subsequent days;
  6. in the event of a variation for an increase in the number of Participants, for the Educational Groups, the correct number of Participants, as defined below, must be communicated within and no later than 2 (two) consecutive business days prior to the day of the Booking, to the Educational Services Office, via e-mail to the address *didattica@duomomilano.it*, who can



- approve or not the variation, it being understood that the variation will undergo the related adjustment of the rates to be paid in advance of the date of the visit;
- b) the booked Groups are entitled to enter from the dedicated gate and have a priority on the Users, exclusively for the simultaneous access by the Participants, as defined below; in case of deferred access, the priority right will not be guaranteed, and no exception can be raised in this regard;
  - c) the Guided Tours are guaranteed in the booked time slot; in case of a delay up to 30 minutes compared to the time of the Booking, the Guided Tours will in any case end at the agreed time; in case of a delay of 30 minutes or more compared to the time of the Booking, the Guided Tours will be considered cancelled, without prejudice to the right of VFD to withhold the amount paid by the Group at the time of the Booking, and no exception can be raised in this regard;
  - d) without prejudice to the provisions of lett. a) above, the Group, to the exception of Third-Party Groups, is entitled to change the date and time slot of the Guided Tour selected at the time of Booking (hereinafter, the “**Booking Change**”), it being understood that the Booking Change can be made exclusively (i) within and no later than 3 (three) months following the date of Booking, (ii) until 2 (two) consecutive business days before the date selected at the time of Booking, (iii) by the Group that made the Booking and (iv) for the entire content and for all the participants in the Group which is the subject of the Booking it being understood if such terms are violated or expire, the Booking Change cannot be made;
  - e) the Booking Change will take place according to the following methods:
    1. the Group will send the request for Booking Change to VFD, according to the terms referred to in lett. d) above, to the same e-mail address from which the Group received the OC and/or the Booking confirmation;
    2. within 15 (fifteen) days VFD will send a communication to the Group, to the same e-mail address from which VFD received the request for Booking Change, by which it can alternatively: (a) accept the request for Booking Change, without prejudice to the provisions of lett. f) 1. below; (b) reject the request for Booking Change by proposing, where possible, a new solution to the Group for the date indicated by the Group with respect to the Booking Change (hereinafter, the “**New Booking Solution**”), it being understood that VFD cannot be held responsible, for any reason, for the failure of the Customer to receive and/or read the said communication at the e-mail address received by VFD, for any reason whatsoever;
    3. if the scenario described in letter (a) of point 2. above occurs, the Group will no longer be able to request a new Booking Change to VFD, and no exception can be raised by the Group;
    4. if the scenario described in letter (b) of point 2. above occurs, no later than 7 (seven) days from receiving the communication of VFD, the Group must send VFD an e-mail communication containing alternatively:
      - the acceptance of the New Booking Solution, without prejudice to the provisions of lett. f) 2. below; in such a case, the provisions of point 3. above apply;
      - a proposal for a new date for the Booking Change, in compliance with the terms referred to in lett. d) above; in such a case, the set of rules referred to in this lett. e) will apply, without prejudice to the compliance with the terms referred to in lett. d) above,it being understood that in the event of a failure by the Group to send the communication, for whatsoever reason, by the aforesaid deadline, the Guided Tour initially booked will remain only valid on the date and in the time slot selected at the time of Booking and the Booking Change cannot be made, and any liability of VFD in this respect, for any reason, is expressly excluded, and the Group waives future claims and requests, for any reason, (such as, by way of example but not limited to, for compensation and/or reimbursement), with regard to the Booking, even in the event that the date and time selected for the Guided Tour are already exceeded;
  - f) without prejudice to the correct performance of all the activities referred to in letters d) and e) above, under the terms laid down therein and in compliance with the following terms:
    1. the Booking Change, having as its subject the same type of Guided Tour, will be available for free;
    2. the New Booking Solution, having as its subject a different type of Guided Tour the price of which is higher than the price of the type of Guided Tour booked, will be fee-paying. In such a case the Group, upon sending the communication of acceptance of the New Booking Solution, as referred to in lett. e) 4. above, must pay to VFD, according to the same methods of payment used for the Booking of the Guided Tour, the difference of price, it being understood that in case of failure to receive the payment, in full or in part, for any reason whatsoever, the New Booking Solution will not be considered finalised and therefore only the Guided Tour on the date and in the time slot indicated upon Booking will remain valid, and no exception can be raised by the Group, and any liability of

VFD in this regard, for any reason, is expressly excluded, and the Group expressly waives future claims and/or requests, for any reason, (such as, by way of example but not limited to, for compensation and/or reimbursement), with regard to the Booking, even in the event that the date and time selected for the Guided Tour are already exceeded;

- g) during the Guided Tours, each participant in the Groups (hereinafter, jointly, the “**Participants**” and, individually, the “**Participant**”) can enjoy a free complimentary audio guide (hereinafter, the “**Complimentary Audio Guide**”), against delivery of an identity document (hereinafter, the “**Document**”) to the staff appointed by VFD; the Document will be returned to the Participant at the end of the Guided Tour and against full return of the Complimentary Audio Guide, without prejudice to the provisions of letters h) and i) below, where: (a) the Participant is late with respect to the time of the start of the Guided Tour; (b) the Participant cannot follow and/or understand correctly the guide and/or accompanying person and/or tour leader’s explanation during the Guided Tour, and the Participant accepts that the full or partial failure to deliver the Document will result in the staff appointed by VFD being unable to deliver the Complimentary Audio Guide to the Participant, and no exception, for any reason whatsoever, can be raised by the Participant against VFD; it is understood that each Customer can enjoy a Complimentary Audio Guide, against delivery of the Document to the personnel appointed by VFD; the Document will be returned to the Customer at the end of the Guided Tour and against full return of the Complimentary Audio Guide, without prejudice to the provisions of letters h) and i) below, in the event of a Booking of a Guided Tour in a language other than the one the Customer understands and speaks correctly, the Customer accepts that the full or partial failure to deliver the Document will result in the staff appointed by VFD being unable to deliver a Complimentary Audio Guide to the Customer, and no exception, for whatsoever reason, can be raised against VFD;
- h) the Complimentary Audio Guide must be returned at the end of the Guided Tour to the staff appointed by VFD. In case of failure to return, loss of or tampering with, and/or breakage, including partial, of the Complimentary Audio Guide attributable to the Participant and/or the Customer who used the Complimentary Audio Guide, a penalty of € 200.00 (two hundred/00 euro) will be imposed, while in case of damage, including partial, to the screen of the Complimentary Audio Guide attributable to the Participant and/or the Customer who used the Complimentary Audio Guide, a penalty of € 80.00 (eighty/00 euro) will be imposed, payable according to the methods by which the Booking was made, and the Participant and/or Customer cannot raise any exception, and the Participant and/or Customer expressly waive future claims and/or requests, for any reason whatsoever, in this respect;
- i) with specific reference to school Groups, which are part of the Educational Groups, VFD, for certain specific Guided Tours, can provide each Participant with a Tablet for use during that specific Guided Tour, which must be returned at the end of the Guided Tour to the staff appointed by VFD. In case of failure to return, loss of or tampering with, fault, including partial, of the Tablet attributable to the Participant, a penalty of € 150.00 (one hundred and fifty/00 euro) will be imposed payable according to the methods by which the Booking was made, and the Participant cannot raise any exception, and the Participant expressly waives future claims and/or requests, for any reason whatsoever, in this respect;
- j) with reference to online Guided Tours:
  - i. in the case of online events, no refund is provided in the event of technical or connection problems not attributable to VFD;
  - ii. in the case of online events, it is absolutely forbidden to record the event on any medium and disclose, by means of any medium (physical and/or digital), images or videos taken through participation in the event.

#### 2.8 With regard to the Madonnina Webcam Service:

- a) this is a service which the Customer can exclusively purchase on the Website, separately or combined with the other Services, which enables the Customer, via a 12-month or 20-minute subscription, as better clarified below, depending on the choice and on the payment of the related price by the Customer (hereinafter, jointly, the “**Madonnina Webcam Service Price**”), to access a platform, by entering the Access Code, as better defined below, in the reserved area of the Website, and to view in live streaming the images of a webcam installed on the Guglia Maggiore of the Milan Duomo, at the base of the Madonnina, which films the Milan skyline 24/7;
- b) with regard to the functionality of the Madonnina Webcam Service, the main features can be found at the following link <https://www.duomomilano.it/it/article/2023/03/22/una-webcam-dalla-madonnina-del-duomo-di-milano/596/>. Please note that there are no specific technical and/or geographical restrictions to the use of the Madonnina Webcam Service, it being understood that the existence of a properly working internet connection is required, for which the Customer shall be responsible;

- c) with regard to the compatibility and interoperability of the Madonna Webcam Service, to the knowledge of VFD, please note that the Madonna Webcam Service can run on the same PC and/or tablet and/or smartphone without causing any software and/or hardware conflicts with other similar digital contents and/or without causing any loss of functionality, both for the Madonna Webcam Service and for similar digital contents; with regard to the interoperability of the Madonna Webcam Service, please note that the Madonna Webcam Service can work on different PCs and/or tablets and/or smartphones without causing software and/or hardware conflicts;
- d) the purchase is made through the completion, by the Customer, of a dedicated form available on the Website and through the subsequent sending of the online Order to VFD, subject to successful completion of the payment of the Madonna Webcam Service Price, which the Customer undertakes to make in full, also in case the Customer indicates and chooses the subscription valid for 12 months, via an electronic payment system indicated on the Website, after completing the Order and without prejudice to the full acceptance of these GCS and of the unfair contract terms contained therein;
- e) after receiving the Order and the related payment of the Madonna Webcam Service Price (subject to successful payment of the Madonna Webcam Service Price), VFD will send the OC to the Customer, to the e-mail address provided by the Customer when completing the form, including the description of the methods to access the Madonna Webcam Service, the unique access code (hereinafter, the “Access Code”), the recap of the costs incurred by the Customer (concerning, in particular, the purchase of the Madonna Webcam Service), these GCS together with the unfair contract terms provided for therein and accepted by the Customer;
- f) the Contract will be considered finalised at the time of acceptance by the Customer, through the online double-click of the Contract and, separately, of the specific unfair contract terms in compliance with articles 1341 - 1342 of the Italian Civil Code and by the sending, at the same time, of the online Order to VFD, subject to successful completion of the payment to be made on the Website by the Customer;
- g) all the expenses associated with the use of the Madonna Webcam Service will be totally borne by the Customer, given that the Madonna Webcam Service Price only covers the access to the Madonna Webcam Service, while, as an example but not limited to, the costs related to the internet and/or telephone line and/or those of the issuer of the payment method chosen by the Customer and indicated on the Website and/or any other costs of communication and/or access will be charged separately to the Customer by the Customer’s provider/s, and any responsibility of VFD in this respect is excluded;
- h) the validity of the Access Code for the Madonna Webcam Service differs according to the type of option chosen at the time of purchase of the Madonna Webcam Service, and namely i) single use, valid exclusively for a maximum duration of 20 continued minutes starting from when the Access Code is entered by the Customer in the reserved area of the Website and for 1 (one) device only (including, as an example but not limited to, a PC, tablet and/or smartphone); ii) subscription for several uses, valid exclusively for a maximum duration of 365 days starting from when the Access Code is entered in the reserved area of the Website and for 1 (one) device only (including, as an example but not limited to, a PC, tablet and/or smartphone);
- i) without prejudice to the provisions of lett. h) above, the Access Code, if not immediately used by the Customer, due to an exclusive action (*fatto*) and/or fault (*colpa*) of the Customer, will remain valid for a maximum duration of 8 (eight) months after the purchase. After this term, also in case of failure to use by the Customer due to an exclusive action and/or fault of the Customer, the Access Code will be considered expired, without prejudice to the right of VFD to withhold, permanently and in full, the Madonna Webcam Service Price paid by the Customer, and the Customer waives any exception, and expressly waives any future claims and/or requests, for any reason, in this respect;
- j) after receiving the Access Code by e-mail from VFD, the Customer (i) must keep it in a safe place, (ii) cannot assign and/or share and/or make it in any other way accessible to others, as it is strictly personal and (iii) will be able to use it on a single device at a time only (including, as an example but not limited to, PC, tablet and/or smartphone);
- k) the Customer is responsible for ensuring the possession and maintenance of the device (including, as an example but not limited to, the PC, tablet and/or smartphone) and/or of any tool/s used to access the Madonna Webcam Service;
- l) it is strictly prohibited to copy and/or record and/or store, on any medium, the video images from the Madonna Webcam Service and/or, however, all or part of the Madonna Webcam Service, and to disclose, by any medium (physical and/or digital), the video images from the Madonna Webcam Service and/or, however, all or part of the Madonna Webcam Service, as well as to divert, re-share, re-broadcast, acquire through streaming or distribute in other way all or part of the Madonna

Webcam Service to others; it is understood that, in case of breach, a penalty of € 5,000.00 (five thousand /00 euro) will be charged to the Customer, without exceptions, which must be paid by bank transfer to the bank details that will be communicated by VFD;

- m) the Customer acknowledges the fact that the Madonnina Webcam Service, as it is associated to the proper operation of a webcam installed on the Guglia Maggiore of the Milan Duomo, at the base of the Madonnina, is provided as it is, without any additional warranties with respect to what is indicated in art. 4 below, and therefore VFD is not responsible, on any grounds, towards the Customer, without the possibility of an objection being raised, for any total or partial delay and/or malfunction and/or suspension and/or unavailability of the supply of the Madonnina Webcam Service caused, as an example but not limited to, by Causes of Force Majeure, as defined below, tampering with or interventions, including illicit, by third parties on the devices of the Customer; incorrect use of the Madonnina Webcam Service by the Customer; malfunction and/or incorrect configurations of the devices used by the Customer; lack of broadband with adequate speed for the access service, and by actions that are not attributable to VFD and/or by the Customer's failure to comply with the Customer's obligations laid down in the GCS and in the Contract;
- n) the quality of broadcasting of the images of the Madonnina Webcam Service may differ from PC to PC and from device to device, and may depend upon many circumstances, including, as an example but not limited to, the Customer's location and the speed of the internet connection.

#### 2.9 With regard to the Augmented Reality Experience:

- a) it can be purchased, together with the Ticket, as an additional Service: (1) through the Website, through the completion, by the Customer, when purchasing the Ticket, of an additional, dedicated form available on the Website concerning the Augmented Reality Experience and by the subsequent sending of the global online Order to VFD, subject to successful completion of the payment in full, after completing the Order, and without prejudice to the full acceptance of these GCS, of the unfair contract terms contained herein and of the warnings concerning the Augmented Reality Experience; (2) at one of the Ticket Offices, without prejudice to the acceptance of these GCS and of the unfair contract terms contained herein, as indicated in art. 1.2 (i) and of the warnings concerning the Augmented Reality Experience available at the Ticket Offices and, therefore, fully accessible by the Customer;
- b) at the time of purchase of the Augmented Reality Experience, according to the methods referred to in lett. a) above, the Customer must also indicate, with respect to the time slot selected for the Ticket, the time slot for the Augmented Reality Experience, among those that are available, it being understood that (i) the Customer must be present at the point where to rent the Smartglass, located at the dedicated desk in the Milan Duomo, 10 minutes before the start time of the selected time slot, during which the staff appointed by VFD will be able to carry out the activities referred to in letter e) below; (ii) the rental of the Smartglass and the carrying out of the Augmented Reality Experience are ensured in the booked time slot; in case of delay, up to 15 minutes after the time indicated at the time of purchase, the rental of the Smartglass and the carrying out of the Augmented Reality Experience will however end at the agreed time, as better clarified below; if the delay is 15 minutes or more compared to the time indicated at the time of purchase, the rental of the Smartglass and the carrying out of the Augmented Reality Experience will be considered cancelled, without prejudice to the right of VFD to withhold the amount paid by the Customer at the time of purchase of the Augmented Reality Experience, without the possibility of an objection being raised; (iii) should the Customer, during the Augmented Reality Experience, want and/or need to interrupt the Augmented Reality Experience, the rental of the Smartglass and the carrying out of the Augmented Reality Experience will however end at the agreed time, it being understood that the Customer hereby waives any claim and/or request including, by way of example, of reimbursement, for any reason, with respect to the Augmented Reality Experience;
- c) the rental of the Smartglass and the carrying out of the Augmented Reality Experience can be made by the Customer only after delivering the Document to the staff appointed by VFD; the Document will be returned to the Customer after the end of the Augmented Reality Experience and against the full return of the Smartglass, without prejudice to the provisions of letter d) below;
- d) the Smartglass must be returned at the end of the Augmented Reality Experience to the staff appointed by VFD. In case of failure to return, loss, tampering with, and/or breakage, including partial, attributable to the Customer who used the Smartglass, a penalty of € 550.00 (five hundred fifty/00 euro) will be imposed, while in case of a delay in returning the Smartglass exceeding 10 minutes after the end of the Augmented Reality Experience, a penalty of € 10.00 (ten/00 euro) will be imposed, to be paid according to the methods by which the Augmented Reality Experience was purchased, without

- the possibility of an objection being raised by the Customer, and the Customer expressly waives any future claims and/or requests, for any reason, in this respect;
- e) the Augmented Reality Experience has a total duration of 60 minutes, including the transfers from one point to another of the path, and is organised as a path including 12 stopping points and 4 languages (Italian, English, German, and Spanish) which the Customer can undertake in complete autonomy, guided by the Smartglass through indications provided in video and audio format, it being understood that at the time of rental of the Smartglass, the staff appointed by VFD (i) sanitise the Smartglass and choose the options for the visit (setting of the language and user's profile); (ii) show an explanatory video relating to the use of the Smartglass and to the carrying out of the Augmented Reality Experience, always available during the Augmented Reality Experience, and give the Customer a map, readable in electronical format on their smartphone, also, representing the path of the Augmented Reality Experience, with a visual indication, also, of the various stopping points and the technical and health warnings concerning the use of the Smartglass and the carrying out of the Augmented Reality Experience, with which the Customer, by accepting these GCS, expressly undertakes to comply, and the Customer expressly holds VFD harmless from any damage the Customer and/or third party and or the Milan Duomo may suffer, due to the failure by the Customer to comply with the warnings; (iii) provide any information useful to the Customer with regard to the Smartglass and to the Augmented Reality Experience;
  - f) the use of the Smartglass and of the Augmented Reality Experience by the Customer is subject to precise prescriptions with respect to the age, the physical or health conditions, and must take place with adequate caution and care by the Customer, and in any case, in such a way as to avoid that the Customer and/or third parties and or the Milan Duomo are exposed to risks and/or situations of danger. The Customer must comply with the common rules of caution and, in particular, must follow the general prescriptions provided in these GCS, in the information documents delivered to the Customer by the staff appointed by VFD and/or in the explanatory videos shown to the Customer by the staff appointed by VFD, in the information panels and/or totems placed at the Ticket Offices and in the Milan Duomo. Further, the Customer must strictly follow the indications concerning the use of the Smartglass, according to the instructions given by the staff appointed by VFD and/or represented in the explanatory videos shown to the Customer and/or in the information documents delivered to the Customer by the staff appointed by VFD and/or in the information panels and/or totems placed at the Ticket Offices and in the Milan Duomo;
  - g) the Customer must refrain from accessing the Augmented Reality Experience if the features of the Augmented Reality Experience, as described by the staff appointed by VFD and/or as highlighted in these GCS and/or in the information documents delivered to the Customer by the staff appointed by VFD and/or in the explanatory videos shown to the Customer by the staff appointed by VFD and/or in the information panels and/or totems placed at the Ticket Offices and in the Milan Duomo, are considered by the Customer as not adequate to the Customer's personal and physical characteristics;
  - h) the Customer, by accepting these GCS, expressly declares (i) to indemnify and hold VFD harmless from any damage and/or prejudice, caused to the Customer and/or to third parties and/or to the Milan Duomo, connected, directly and/or indirectly, to the illicit and/or however improper use of the Smartglass made available in the context of the Augmented Reality Experience and, in general, of the Augmented Reality Experience; (ii) to be aware that the use of the Smartglass and the carrying out of the Augmented Reality Experience must take place under psychophysical conditions of complete health and wellbeing (iii) to be aware that the Smartglass and the Augmented Reality Experience imply an experience of relevant engagement, including emotional and sensory; (iv) to be aware that, at the time of use of the Smartglass and of carrying out the Augmented Reality Experience, there must be no physical and/or psychical and/or emotional conditions which may make dangerous, hinder or even only discourage from enjoying the Smartglass and/or the Augmented Reality Experience, such as, as an example but not limited to, pregnancy status, a permanent or temporary handicap, the use of psychotropic substances, and/or alcohol and/or medicines, the presence of diseases such as photosensitivity, photophobia, claustrophobia, labyrinthitis, vertigo, cardiovascular problems, hypertension, cardiopathy, presence of a bypass and/or pacemaker, epilepsy, psychotic problems, of any type and/or nature; (v) to be aware that the use of the Smartglass and the carrying out of the Augmented Reality Experience can cause problems, including temporary problems, such as, by mere example but not limited to, nausea and/or vertigo and/or dizziness, and the Customer hereby waives any claim, for any reason, against VFD;
  - i) the access to the Augmented Reality Experience is permitted to the Customer who has reached the age of majority (18) or who is a minor aged not less than 12; in the latter case, an appropriate waiver must

be signed in original by the person exercising parental responsibility, or by the guardian, also with respect to what is provided in letters f), g) and h) above, available at the Ticket Offices or on the Website; at the time of rental of the Smartglass, the original waiver must be delivered, together with the person's own Document, to the staff appointed by VFD in the event that the minor is accompanied by the person exercising parental responsibility or by the guardian, or the original waiver must be delivered, to which a copy of the Document of the person exercising parental responsibility or of the guardian, and of the Document of the adult person accompanying the minor who is not the person exercising parental responsibility or the guardian must be enclosed. It is understood that the person exercising parental responsibility or the guardian and/or the accompanying person will be liable for any damage caused by the aforesaid minors;

- j) the Customer, during the Augmented Reality Experience, undertakes to promptly inform the staff appointed by VFD of any malfunction and/or problems in the use of the Smartglass, it being understood that only in case it is ascertained that the malfunction and/or problem observed in the Smartglass is not attributable to an action and/or fault of the Customer, permanently prevents the carrying out of the Augmented Reality Experience and there is no other Smartglass available, the Customer will have the right to be reimbursed the price paid for the purchase of the Augmented Reality Experience, without prejudice to the compliance with the procedure referred to in article 6. below;
- k) the Augmented Reality Experience is subject, *mutatis mutandis*, to the clauses provided for the Ticket referred to in art. 2.5 b) ii., iii., iv., v., vi., vii., viii., ix., x., xiii., c) i. and d) i. above.

2.10 With regard to the Virtual Reality Experience:

- a) it can be purchased, together with the Ticket as an additional Service: (1) through the Website, by the Customer, at the time of purchase, by completing an additional, dedicated form available on the Website for the Virtual Reality Experience and by the subsequent sending of the online Order to VFD, subject to successful completion of the payment in full, after completing the Order and without prejudice to the full acceptance of these GCS, of the unfair contract terms contained therein and of the warnings concerning the Virtual Reality Experience; (2) at one of the Ticket Offices, without prejudice to the acceptance of these GCS, of the unfair contract terms contained therein as indicated in art. 1.2 (i) as well as of the warnings concerning the Virtual Reality Experience available at the Ticket Offices and, therefore, fully accessible by the Customer;
- b) at the time of purchase of the Virtual Reality Experience, according to the methods referred to in lett. a) above, the Customer must also indicate, with respect to the time slot selected for the Ticket, the time slot for the Virtual Reality Experience, among those that are available, it being understood that (i) the Customer must be present at the entrance of the Milan Duomo Museum 20 minutes before the start time of the selected time slot, to reach the point where they will be able to rent the Meta Quest 2 Visor, located in the Church of San Gottardo in Corte di Palazzo Reale, 10 minutes before; during these 10 minutes, the staff appointed by VFD will be able to carry out the activities referred to in letter e) below; (ii) the rental of the Meta Quest 2 Visor and the carrying out of the Virtual Reality Experience are ensured in the booked time slot; in case of delay, the rental of the Meta Quest 2 Visor and the carrying out of the Virtual Reality Experience will be considered cancelled, without prejudice to the right of VFD to withhold the amount paid by the Customer at the time of purchase of the Virtual Reality Experience, without the possibility of an objection being raised; (iii) should the Customer, during the Virtual Reality Experience, want and/or need to interrupt the Virtual Reality Experience, the rental of the Meta Quest 2 Visor and the carrying out of the Virtual Reality Experience will however end at the agreed time, it being understood that the Customer hereby waives any claim and/or request including, by way of example, of reimbursement, for any reason, with respect to the Virtual Reality Experience;
- c) the Meta Quest 2 Visor, after the end of the Virtual Reality Experience, will be collected by the staff appointed by VFD;
- d) the Virtual Reality Experience has a maximum duration of 10 minutes and is organised and takes place, for each Customer, in one of the 5 areas specifically identified in the Church of San Gottardo in Corte di Palazzo Reale. It consists of a first phase of exploration, in which the Customer can view a 3D digital representation of the Candoglia Quarry, read information, listening to information tracks, and "collect" small 3D objects, and of a second phase of interaction and creation, in which the Customer can carve digital marble with fictitious, unrealistic, and handy tools and methods;
- e) at the time of rental of the Meta Quest 2 Visor, the staff appointed by VFD (i) sanitise the Meta Quest 2 Visor; (ii) provide oral information concerning the use of the Meta Quest 2 Visor and the carrying out of the Virtual Reality Experience and show the Customer a document containing the technical and health warnings related to the use of the Meta Quest 2 Visor and to the carrying out of the Virtual Reality Experience with which the Customer, by accepting these GCS, expressly undertakes to

- comply, and the Customer expressly holds VFD harmless from any damage the Customer and/or third parties and/or the Church of San Gottardo in Corte di Palazzo Reale may suffer due to the failure by the Customer to comply with the warnings; (iii) provide any useful information concerning the Meta Quest 2 Visor and the Virtual Reality Experience;
- f) the use of the Meta Quest 2 Visor and of the Virtual Reality Experience by the Customer is subject to precise prescriptions with respect to the age, the physical or health conditions, and must take place with adequate caution and care by the Customer, and in any case, in such a way as to avoid that the Customer and/or third parties and/or the Church of San Gottardo in Corte di Palazzo Reale are exposed to risks and/or situations of danger. The Customer must comply with the common rules of caution and, in particular, must follow the general prescriptions provided in these GCS, in the information documents shown to the Customer by the staff appointed by VFD and/or in the information panels and/or totems placed in the Church of San Gottardo in Corte di Palazzo Reale. Further, the Customer must strictly follow the indications on the use of the Meta Quest 2 Visor, according to the instructions given by the staff appointed by VFD and/or represented in the information documents shown to the Customer and/or in the information panels and/or totems placed in the Church of San Gottardo in Corte di Palazzo Reale;
  - g) the Customer must refrain from accessing the Virtual Reality Experience if the features of the Virtual Reality Experience, as described by the staff appointed by VFD and/or as highlighted in these GCS and/or in the information documents shown to the Customer by the staff appointed by VFD and/or in the information panels and/or totems placed in the Church of San Gottardo in Corte di Palazzo Reale, are considered by the Customer as not adequate to the Customer's personal and physical characteristics;
  - h) the Customer, by accepting these GCS, expressly declares (i) to indemnify and hold VFD harmless from any damage and/or prejudice, caused to the Customer and/or to third parties and/or to the Church of San Gottardo in Corte di Palazzo Reale, connected, directly and/or indirectly, to the illicit and/or however improper use of the Meta Quest 2 Visor made available in the context of the Virtual Reality Experience and, in general, of the Virtual Reality Experience; (ii) to be aware that the use of the Meta Quest 2 Visor and the carrying out of the Virtual Reality Experience must take place under psychophysical conditions of complete health and wellbeing (iii) to be aware that the Meta Quest 2 Visor and the Virtual Reality Experience imply an experience of relevant engagement, including emotional and sensory; (iv) to be aware that, at the time of use of the Meta Quest 2 Visor and of carrying out the Virtual Reality Experience, there must be no physical and/or psychical and/or emotional conditions which may make dangerous, hinder or even only discourage from enjoying the Meta Quest 2 Visor and/or the Virtual Reality Experience, such as, as an example but not limited to, pregnancy status, a permanent or temporary handicap, the use of psychotropic substances, and/or alcohol and/or medicines, the presence of diseases such as photosensitivity, photophobia, claustrophobia, labyrinthitis, vertigo, cardiovascular problems, hypertension, cardiopathy, presence of bypass and/or pacemaker, epilepsy, psychotic problems, of any type and/or nature; (v) to be aware that the use of the Meta Quest 2 Visor and the carrying out of the Virtual Reality Experience can cause problems, including temporary problems, such as, by mere example but not limited to, nausea and/or vertigo and/or dizziness, and the Customer hereby waives any claim, for any reason, against VFD;
  - i) the access to the Virtual Reality Experience is permitted to the Customer who has reached the age of majority (18) or who is a minor aged not less than 12; in the latter case, an appropriate waiver must be signed in original by the person exercising parental responsibility, or by the guardian, also with respect to what is provided in letters f), g) and h) above, available at the Ticket Offices or on the Website; at the time of rental of the Meta Quest 2 Visor, the original waiver must be delivered, together with the person's own Document, to the staff appointed by VFD in the event that the minor is accompanied by the person exercising parental responsibility or by the guardian, or the original waiver must be delivered, to which a copy of the Document of the person exercising parental responsibility or of the guardian, and of the Document of the adult person accompanying the minor who is not the person exercising parental responsibility or the guardian must be enclosed. It is understood that the person exercising parental responsibility or the guardian and/or the accompanying person will be liable for any damage caused by the aforesaid minors;
  - j) the Customer, during the Virtual Reality Experience, undertakes to promptly inform the staff appointed by VFD of any malfunction and/or problems in the use of the Meta Quest 2 Visor, it being understood that only in case it is ascertained that the malfunction and/or problem observed in the Meta Quest 2 Visor is not attributable to an action and/or fault of the Customer, permanently prevents the carrying out of the Virtual Experience and there is no other Meta Quest 2 Visor available, the Customer will

have the right to be reimbursed the price paid for the purchase of the Virtual Reality Experience, without prejudice to the compliance with the procedure referred to in article 6. below;

- k) the Customer, by accepting these GCS, acknowledges and expressly accepts that the performances of the Meta Quest 2 Visor are limited to the requirements of the Meta Quest 2 Visor itself, which ensures a frame rate of at least 72 frames per second;
- l) the Virtual Reality Experience is subject, *mutatis mutandis*, to the clauses provided for the Ticket referred to in art. 2.5 b) ii., iii., iv., v., vi., vii., viii., ix., x., xiii., c) i. and d) i. above.

### **3. Causes of Force Majeure (hereinafter, “Causes of Force Majeure”)**

3.1 By Causes of Force Majeure, it is meant the occurrence of an event or circumstance that prevents one party from performing one or more of its obligations in accordance with the Contract, if and to the extent that the party affected by the impediment proves:

- a) that such impediment is beyond their reasonable control; and
- b) that it could not reasonably have been foreseen at the time of the conclusion of the Contract;
- c) that the effects of the impediment could not reasonably have been avoided or overcome by the interested party.

3.2 In the absence of proof to the contrary, it is assumed that the following events endured by a party satisfy conditions a) and b) of art. 3.1 above, while that party will only have to prove the presence of condition c) of art. 3.1 above:

- war (declared or not), hostility, invasion, acts by a foreign enemy, extensive military mobilisation, within the Italian State and/or the Municipality of Milan and/or the Customer’s place of residence and/or home;
- civil war, rioting, rebellion, revolution, military force or usurpation of power, insurrection, acts of terrorism, sabotage, or piracy, within the Italian State and/or the Municipality of Milan and/or the Customer’s place of residence and/or home;
- currency or trade restrictions, embargoes, sanctions between the Customer’s place of residence and/or home and the Italian State;
- acts of authority, legitimate or illegitimate (including those related to the Covid-19 pandemic), observance with government laws or orders, regulations, expropriation, confiscation of assets, requisition, nationalisation, in any case involving and/or concerning the Historical Complex;
- plagues, epidemics and/or pandemics (including that of Covid-19), natural disasters or extreme natural events, within the Italian State and/or the Municipality of Milan and/or the Customer’s place of residence and/or home;
- explosions, fires, destruction of equipment, prolonged suspension of transport, telecommunications or energy, within the Municipality of Milan and/or the Customer’s place of residence and/or home;
- generalised social conflicts, such as in particular boycotts, strikes, occupation, concerning the Historical Complex;
- liturgical events within the Historical Complex or on the recommendation of Public Security Authorities.

3.3 VFD, in the event of Causes of Force Majeure, is exonerated from the obligation to fulfil its contractual obligations and from any liability for damages or other contractual remedies for non-fulfilment, starting from the moment in which the event inhibits the fulfilment of the contractual obligations, it being expressly understood that, with reference to the Booking and/or purchase of the Services, the provisions in these GCS will apply.

### **4. Duomo Card Digital Content and Digital Service Conformity Warranty**

4.1 The clauses relating to the Duomo Card Digital Content and Digital Service Conformity Warranty are specifically referred to the Duomo Card Digital Content and to the Madonnina Webcam Service, while the elements, including those relating to the supply of the Benefits and Gadgets through the Duomo Card will not apply between VFD and the Customer.

4.2 A defect of conformity means the situation where the Duomo Card Digital Content and/or the Madonnina Webcam Service does not/do not conform with the Contract. The warranty, pursuant to articles 135 *octies*-135 *vicies ter* of the Consumer Code, and whose existence is reminded by VFD to the Customer in accordance with the Consumer Code, applies in accordance with the law to the Duomo Card Digital Content and/or to the Madonnina Webcam Service that has not/have not been supplied pursuant to the Contract or has/have any defects of conformity with the Contract in the period of time during which the Duomo Card Digital Content and/or the Madonnina Webcam Service must be supplied pursuant to the Contract, including an erroneous integration of the Duomo Card Digital Content and/or of the Madonnina Webcam Service in the digital environment of the Customer, exclusively in situations where the Duomo Card Digital



Content and/or the Madonna Webcam Service is/are integrated by VFD or under its responsibility or if the erroneous integration of the Duomo Card Digital Content and/or of the Madonna Webcam Service by the Customer arises from a lack of instructions for integration by VFD to the Customer.

- 4.3 VFD will keep the Customer informed, on a six-month basis, of the updates available including security ones, necessary to keep the conformity of the Duomo Card Digital Content and/or of the Madonna Webcam Service with the Contract, and undertakes to provide them to the Customer in the period of time during which the Duomo Card Digital Content and/or the Madonna Webcam Service must be supplied pursuant to the Contract, it being understood that VFD will not be responsible for any defect of conformity arising from the lack of the relevant update where, after the Customer receives appropriate and correct information concerning the availability of the update, the instructions for installation and the consequences of the non-installation, the Customer fails to install, within a reasonable time, or install erroneously the updates provided by VFD.
- 4.4 There is no defect of conformity if, at the moment of conclusion of the Contract, the Customer has been specifically informed that a peculiar feature of the Duomo Card Digital Content and/or of the Madonna Webcam Service deviated from the objective requirements of conformity set forth by the Consumer Code and the Customer has expressly and separately accepted such deviation at the moment of conclusion of the Contract.
- 4.5 VFD reserves the right to verify the actual non-supply of the Duomo Card Digital Content and/or of the Madonna Webcam Service or the actual existence of the defect of conformity of the Duomo Card Digital Content and/or of the Madonna Webcam Service with the Contract reported by the Customer.
- 4.6 If a defect of conformity of the Duomo Card Digital Content and/or of the Madonna Webcam Service is found, the action to rely on the defect of conformity becomes statute barred, in any event, within 26 (twenty-six) months from the date of the last act of supply.
- 4.7 To report a non-supply or a defect of conformity of the Duomo Card Digital Content and/or of the Madonna Webcam Service, the Customer must send a communication via e-mail to the following address [info@duomomilano.it](mailto:info@duomomilano.it).
- 4.8 Please note that the communication must have as attachment a copy of the proof of purchase of the Duomo Card (and/or of the Madonna Webcam Service (invoice and/or OC with proof of the related payment), otherwise it will be impossible to enforce the legal warranty of conformity of the Duomo Card Digital Content and/or of the Madonna Webcam Service provided by the Consumer Code.
- 4.9 In case of non-supply of the Duomo Card Digital Content and/or of the Madonna Webcam Service, reported according to the aforesaid methods, VFD will indicate the deadline by which it will supply the Duomo Card Digital Content and/or the Madonna Webcam Service to the Customer; in case of non-supply of the Duomo Card Digital Content and/or of the Madonna Webcam Service by VFD by the aforesaid deadline, the Customer will have the right, under art. 135 *septiesdecies* of the Consumer Code, to request the termination of the Contract and the reimbursement of the portion of the Duomo Card Price and/or of the Madonna Webcam Service Price corresponding to the period during which the Duomo Card Digital Content and/or the Madonna Webcam Service has/have failed to conform with the Contract; the reimbursement will be made within 14 (fourteen) days of the communication by which the Customer informs VFD of its willingness to exercise the right to terminate the Contract and according to the same method of payment used by the Customer, except where the Customer, in the communication by which it informs VFD of its willingness to exercise the right to terminate the Contract, indicates a different method for the reimbursement, and without the Customer being required to incur any expense for the reimbursement.
- 4.10 In case of defect of conformity of the Duomo Card Digital Content and/or of the Madonna Webcam Service reported according to the aforesaid methods, VFD will offer the Customer, pursuant to art. 135 *octiesdecies* of the Consumer Code, that the conformity of the Duomo Card Digital Content and/or of the Madonna Webcam Service be restored, within an appropriate deadline, without surcharge and without significant inconveniences for the Customer, unless the requested remedy is impossible or imposes costs on VFD which are unreasonable, taking into account all the circumstances under art. 135 *octiesdecies* of the Consumer Code.
- 4.11 In the alternative, VFD will offer the Customer, under artt. 135 *octiesdecies* and 135 *noviesdecies* of the Consumer Code, the reduction in the Duomo Card Price and/or in the Madonna Webcam Service Price, proportionate to the decrease in the value of the Duomo Card Digital Content and/or of the Madonna Webcam Service and for the period during which the Duomo Card Digital Content and/or the Madonna Webcam Service has/have failed to conform with the Contract, or the termination of the Contract, unless where the defect of conformity is mild, with the reimbursement of the portion of the Duomo Card and/or of the Madonna Webcam Service Price corresponding to the period in which the Duomo Card Digital

Content and/or the Madonnina Webcam Service has/have failed to conform with the Contract; the reimbursement will be made within 14 (fourteen) days of the communication by which the Customer informs VFD of its willingness to exercise the right to reduce or terminate the Contract and according to the same method of payment used by the Customer, except where the Customer, in the communication by which it informs VFD of its willingness to exercise the right to terminate the Contract, indicates a different method for the reimbursement, and without the Customer being required to incur any expense for the reimbursement.

- 4.12 Following the termination of the Contract, VFD will have the right to prevent any further use of the Duomo Card Digital Content and/or of the Madonnina Webcam Service by the Customer, particularly by making the Duomo Card Digital Content and/or the Madonnina Webcam Service with the related Access Code inaccessible or by disabling the related user account, and the Customer undertakes, for itself and its assignees, not to use the Duomo Card Digital Content and/or the Madonnina Webcam Service and not to make it/them available to third parties.
- 4.13 VFD has the right to modify the Duomo Card Digital Content and/or the Madonnina Webcam Service, further to what is necessary to keep the conformity of the Duomo Card Digital Content and/or of the Madonnina Webcam Service with the Contract, also in case of updates to the files contained therein, improvement of the related quality, maintenance and modification of the contents with no additional costs to the Customer and by informing the Customer with reasonable notice on the method and the moment in which the modification is made via e-mail; the Customer, where the said modification negatively impacts on the use of the Duomo Card Digital Content and/or of the Madonnina Webcam Service or on the access thereto by the Customer, unless such negative consequences are negligible, has the right to withdraw from the Contract free of charge within a term of 30 (thirty) days of the date of receipt of the information or, if subsequent, from the moment in which the Duomo Card Digital Content and/or the Madonnina Webcam Service has/have been modified by VFD, unless if VFD has accepted that, with no additional costs, the Customer keeps the Duomo Card Digital Content and/or the Madonnina Webcam Service without the modification, without prejudice to the conformity of the Duomo Card Digital Content and/or of the Madonnina Webcam Service with the Contract.

## **5. Right of Withdrawal – Booking Cancellation**

- 5.1 VFD, in full compliance with the Consumer Code, informs the Customer about the conditions, terms, and procedures to exercise the right of withdrawal or the situations of exclusion of such right.
- 5.2 With reference to the Ticket:
- a) pursuant to art. 59, paragraph 1, lett. n) of the Consumer Code, the right of withdrawal referred to in art. 52 et seq. of the Consumer Code is not applicable to transactions made via the Website. The Customer, in fact, acknowledges that since the Contract relates to products and services relating to leisure time to be provided on a specific date or within a specific period of execution, the right of withdrawal pursuant to art. 52 of the Consumer Code is not applicable;
  - b) without prejudice to the provisions on the Date Change and the New Ticket Solution, the Ticket cannot be changed or refunded in any way, even in the event that the Customer decides not to make the visit for personal reasons, such as, by way of example and not limited to, organisational reasons and/or related to waiting times.
- 5.3 With reference to the Duomo Card:
- a) pursuant to art. 59, paragraph 1, lett. n) of the Consumer Code, the right of withdrawal referred to in art. 52 et seq. of the Consumer Code is not applicable to transactions made via the Website. The Customer, in fact, acknowledges that since the Contract relates to products and services relating to leisure time to be provided on a specific date or within a specific period of execution, the right of withdrawal pursuant to art. 52 of the Consumer Code is not applicable. Furthermore, the Contract relates to a service that the Customer uses at the moment of purchase;
  - b) without prejudice to what is set forth in point a) above, pursuant to art. 59, paragraph 1, lett. o) of the Consumer Code, given that the commencement of the performance of the Contract coincides with the sending of the Order form, completed and testifying the payment of the Duomo Card Price, and as the Customer expressly consented, for itself and its assignees, to the commencement of the performance of the Contract under the aforesaid terms, the Customer expressly declares, for itself and its assignees, to accept the loss of the right of withdrawal, under confirmation through the sending, by VFD, of the OC and of the availability of access to the Duomo Card Digital Content, by which VFD confirms the aforesaid express consent and the related acceptance to the Customer;
  - c) this shall be without prejudice to the provisions of art. 4.13 above with regard to any modification by VFD to the Duomo Card Digital Content;

- d) the refund and/or replacement of the Duomo Card, price, service fees, and any shipping costs is not foreseen under any circumstances in the event that the Customer waives the content of the Duomo Card.

#### 5.4 With reference to Guided Tours organised by VFD:

- a) VFD may cancel the Booking, at its sole discretion for liturgical needs, including extraordinary ones, urgent and undelayable maintenance/restoration works at the Historical Complex and/or for other organisational needs of VFD, as well as due to atmospheric agents and/or Causes of Force Majeure, which make impossible the opening, access and/or viability of the area covered by the Booking. In all the aforementioned cases, VFD will alternatively propose to the Group: *i*) to reschedule the Booking for a future date to be determined, in any case within 12 (twelve) months following the date of the Booking, or *ii*) to proceed with a 100% refund of the total amount paid;
- b) with specific reference to Small Groups and Scheduled Groups with Fixed Starting Time, the Group, after completing the Booking, can cancel the Booking by sending, within the terms laid down below, an e-mail to the address *tour@fabbricaservizi.it*, for tourist groups or to *didattica@duomomilano.it* for families, it being understood that, if the cancellation takes place: *i*) from the date of Booking to 4 (four) free consecutive days prior to the date of the Booking, 100% of the total amount paid will be refunded; *ii*) from 3 (three) free consecutive days prior to the date of the Booking to the day of the visit or on the date of the Booking, or if the Group does not show up, no refund will be given;
- c) with specific reference to Large Groups and Educational Groups, the Group, after completing the Booking, can cancel the Booking by sending, within the terms laid out below, an e-mail to *tour@fabbricaservizi.it* for Large Groups and to *didattica@duomomilano.it* for Educational Groups, it being understood that, if the cancellation takes place: *i*) from the date of Booking to 6 (six) free consecutive days prior to the date of the Booking, 100% of the total amount paid will be refunded; *ii*) between 5 (five) and 4 (four) free consecutive days prior to the date of the Booking, a penalty of 50% will be applied and 50% of the total amount paid will be refunded, excluding service charges of 6%, where applicable; *iii*) from 3 (three) free consecutive days prior to the date of the Booking to the day of the Booking or on the day of the Booking, or if the Group does not show up, no refund will be given.

#### 5.5 With regard to the Madonnina Webcam Service:

- a) without prejudice to the provisions of point c) below, the Customer, only and exclusively in case it qualifies as a “consumer” pursuant to the Consumer Code and to these GCS, from the date of finalisation of the Contract according to the provisions referred to in art. 2.8 f), has a period of 14 (fourteen) days to withdraw from the Contract (hereinafter, the “**Withdrawal Period**”), without being required to provide any justification and without being required to incur any costs other than those provided by art. 56, paragraph. 2, and by art. 57 of the Consumer Code, and the Customer declares, for itself and its assignees, to have been exhaustively informed by VFD about the conditions, terms, and procedures to exercise the right of withdrawal according to art. 54, paragraph 1, of the Consumer Code. The communication of withdrawal can be sent to VFD by e-mail to *buyer@duomomilano.it*;
- b) following the withdrawal exercised under the terms and according to the methods referred to in point a) above, VFD will recredit the Customer, via the same payment means used by the Customer at the time of the purchase of the Madonnina Webcam Service, unless the Customer expressly agrees otherwise and on the condition that the Customer is not required to incur any cost for the reimbursement, the Madonnina Webcam Service Price, within 14 (fourteen) days from the date of reception of the communication of withdrawal. It is understood that, after the aforesaid period, the Customer will not be able to exercise the right of withdrawal, and VFD will permanently withhold the Madonnina Webcam Service Price. It is expressly understood that, if there is no withdrawal under the aforesaid terms, VFD will permanently withhold the Madonnina Webcam Service Price irrespective of whether or not the Customer has actually used the Madonnina Webcam Service;
- c) following the exercise of the right of withdrawal according to what is set forth above, VFD will have the right to prevent any further use of the Madonnina Webcam Service by the Customer, particularly by making the Madonnina Webcam Service, together with the related Access Code, inaccessible, or by disabling the related user account, and the Customer undertakes, for itself and its assignees, not to use the Madonnina Webcam Service and not to make it available to third parties;
- d) pursuant to art. 59, paragraph 1, lett. a), of the Consumer Code, as the Customer expressly, for itself and its assignees (i) consented, by sending the Order form completed and testifying the payment of the Madonnina Webcam Service Price, to the commencement of the performance of the Contract and (ii) accepted that, through the sending by VFD of the OC and of the Access Code for the Madonnina Webcam Service, the Contract has been fully performed by VFD, the Customer expressly declares,

for itself and its assignees, to accept the loss of the right of withdrawal in the event that the Customer receives the OC and the Access Code, sent by VFD, before the Withdrawal Period;

- e) this shall be without prejudice to the provisions of art. 4.13 above with regard to the modification by VFD of the Madonnina Webcam Service;
- f) in no event is the reimbursement of the Madonnina Webcam Service Price and of the service fees foreseen, in case the Customer waives the content of the Madonnina Webcam Service.

5.6 With regard to the Augmented Reality Experience and the Virtual Reality Experience:

- a) pursuant to art. 59, paragraph 1, lett. n), of the Consumer Code, the right of withdrawal referred to in articles 52 and seq. of the Consumer Code does not apply to the transactions carried out through the Website. The Customer, in fact, acknowledges that as the Contract covers products and services relating to leisure time to be provided on a specific date or within a specific period of execution, the right of withdrawal pursuant to art. 52 of the Consumer Code is not applicable;
- b) without prejudice to the provisions of articles. 2.9 (j) and 2.10 (j), the price paid at the time of purchase of the Augmented Reality Experience and the Virtual Reality Experience cannot be changed in any way and cannot be refunded, even in a situation where the Customer decides not to carry out the Augmented Reality Experience and the Virtual Reality Experience due to personal reasons, such as, as an example but not limited to, organisational reasons.

## 6. Information and complaints

6.1 For any information or complaints, or for any communication relating to these GCS, the Order and/or the Ticket, the Duomo Card, the Duomo Card Digital Content, the Augmented Reality Experience, the Virtual Reality Experience, the Gadgets, the Benefits, the Guided Tours, the Madonnina Webcam Service, the Customer can contact the Customer Service by writing to *info@duomomilano.it*.

## 7. Applicable law

7.1 The GCS are governed by Italian law and must be interpreted according to the Italian language, the official language (and prevailing over other languages) of the Contract between VFD and the Customer.

7.2 For anything not expressly indicated in these GCS, the Consumer Code and Italian Civil Code apply.

7.3 For any dispute in any way connected to the Contract concluded between VFD and the Customer, according to these GCS, the court of the place where the Customer resides or has elected domicile will be competent.

\*\*\*

Milan, July 13th 2023

Veneranda Fabbrica del Duomo di Milano

**SUPPLEMENTARY APPENDIX TO THE GENERAL CONDITIONS OF SALE OF  
VENERANDA FABBRICA DEL DUOMO DI MILANO  
- PANETTONE CLASSICO AND PANETTONE TRE CICCOLATI VOUCHER -**

This appendix, which forms an integral and substantial part of the general conditions of sale (hereinafter, the “GCS”) of Veneranda Fabbrica del Duomo di Milano (hereinafter, “VFD”), available with the GCS and the unfair contract terms provided therein at the enabled ticket offices (hereinafter, the “Ticket Offices”), and therefore fully accessible by the Customer, as defined in the GCS or online on the website *www.duomomilano.it* (hereinafter, the “Website”), and accepted by the Customer according to the methods and under the terms described in the GCS and in the unfair contract terms provided therein, to which full reference is made, is aimed at regulating the content, the methods of use by the Customer, and the terms of validity of the coupon (hereinafter, individually, the “Voucher” and, jointly, the “Vouchers”) contained within the so-called Panettone del Duomo di Milano (hereinafter, the “Panettone Classico del Duomo”) and within the so-called Panettone ai Tre Cioccolati (hereinafter, the “Panettone Tre Cioccolati”), available for purchase at the Unes Maxi S.p.A. stores (U! Come tu mi vuoi and U2 Supermercato) or the Viaggiator Goloso stores or at the Duomo Shop store (hereinafter, the “Duomo Shop”) or on the Website in the section dedicated to the Duomo Shop, all born from the collaboration between Viaggiator Goloso and VFD.

**1. Voucher**

- 1.1 Upon purchasing the Panettone Classico del Duomo or the Panettone Tre Cioccolati (hereinafter, jointly, the “Panettoni”), the Customer will find a Voucher within them that allows to obtain, according to the methods described in point 1.2 below, n. 2 (two) free “Culture Pass” tickets (hereinafter, individually, the “Free Culture Pass Ticket”), being expressly understood that each Free Culture Pass Ticket: (i) is valid for 1 (one) single person; (ii) entitles to 1 (one) only access for the visit to the Milan Duomo, the archaeological area of the Baptistery of San Giovanni alle Fonti, the Milan Duomo Museum and the Church of San Gottardo in Corte di Palazzo Reale and exhibitions, if any; (iii) is valid for 3 (three) days from the date chosen for the visit according to the methods described in the GCS and the unfair contract terms provided for therein to which reference is made in full (hereinafter, the “Chosen Date”), without prejudice to the rules concerning the Date Change and the New Ticket Solution, as defined in the GCS and in the unfair contract terms provided therein, to which reference is made in full, and no exception can be raised by the Customer against VFD.
- 1.2 Without prejudice to the provisions of art. 1.1, the Vouchers, which cannot be converted into cash, must be used by the Customer exclusively in the following ways and in particular, to obtain the Free Culture Pass Ticket, the Customer must alternatively: (i) go personally to the Ticket Offices by physically presenting the original of the Voucher, it being expressly understood that the full or partial failure to physically submit the original of the Voucher, for any reason, or the submission of a full or partial reproduction of the same, in any format, physical and/or digital, will make it impossible for the Customer to obtain the Free Culture Pass Ticket, and no exception can be raised against VFD; (ii) indicate the Date Chosen on the Website and enter the code shown on the Voucher in the dedicated section “Have you got a voucher?”.

**2. Validity Period and Use of the Voucher**

- 2.1 The Vouchers related to the Panettoni may be used by the Customer, for the purposes described in art. 1.1 above, only from 31 October 2022 to 31 October 2023, it being expressly understood that, after the deadline of 31 October 2023, each Voucher will have no validity and/or possibility of use and the Customer will permanently lose the related rights, and no exception can be raised by the Customer against VFD.
- 2.2 VFD is third and unrelated to any hypothesis of total or partial loss and/or theft and/or destruction, of the Voucher, being expressly understood that: (i) in such cases, the Customer will permanently lose the rights referred to in art. 1.1 above; (ii) the Voucher is not replaceable nor can another Voucher be issued to the Customer, and no exception can be raised by the Customer against VFD.

\*\*\*

All further provisions indicated in the GCS and in the unfair contract terms provided therein remain firm and unaffected, it being understood that this appendix has no novative effect on them.

Milan, July 13th 2023

Veneranda Fabbrica del Duomo di Milano