

## UNFAIR CONTRACT TERMS (CLAUSOLE VESSATORIE)

With reference to the general conditions of sale (hereinafter, “GCS”) and the unfair contract terms (*clausole vessatorie*) provided therein (hereinafter, “Unfair Contract Terms”) relating to online purchases from the site [www.duomomilano.it](http://www.duomomilano.it) (hereinafter, “Site”) of the Milano Duomo Card (hereinafter, “Duomo Card”), sold by the Veneranda Fabbrica del Duomo di Milano with its registered office in Via C. M. Martini 1, 20122 Milan, tax code and VAT number 01989950157, (hereinafter, “VFD”), the visitor (hereinafter, “Visitor”) expressly acknowledges and accepts that, by clicking on and/or flagging the box named “Unfair Contract Terms”, the visitor (hereinafter, “Visitor”) declares, pursuant to and as a result of Articles 1341 and 1342 of the Italian Civil Code, to have read the Unfair Contract Terms contained in the GCS and set out below, to have fully understood their content, and to specifically accept them, , with any exceptions henceforth removed by the Visitor:

- art. 1.1 (Object) *“These general conditions of sale (hereinafter, “GCS”) of the Veneranda Fabbrica del Duomo di Milano with its registered office in Via C. M. Martini 1, 20122 Milan, tax code and VAT number 01989950157, (hereinafter, “VFD”), represent the contractual conditions that, accepted by the visitor (hereinafter, “Visitor”) together with the online order (hereinafter, “Order”), by checking and/or flagging the specifically and separately prepared with reference to the GCS and to the Unfair Contract Terms provided therein, together with the subsequent order confirmation sent by VFD to the Visitor (hereinafter “OC”), will govern the sales contract between VFD and the Visitor (hereinafter, “Contract”) between VFD and the Visitor, relating to online purchases from the website [www.duomomilano.it](http://www.duomomilano.it) (hereinafter, “Site”) of the Milano Duomo Card (hereinafter, “Duomo Card”) sold by VFD.”* ;
- art. 1.4 (Object) *“VFD reserves the right, at any time and at its complete discretion, to make any modifications and/or variations to what is published on the Site with reference to the Duomo Card and the Benefits, without any prior notice.”*;
- art. 2.2 (Description of the Service) *“The Service is exclusively reserved for end users who are “consumers” pursuant to Article 3 of the Consumer Code. The term “consumer” means any natural and/or legal person who purchases the Duomo Card in the manner indicated in these GCS for purposes not related to their own commercial, entrepreneurial, or professional activities that may be carried out. By expressly and unconditionally accepting these GCS, the Visitor declares to purchase the Duomo Card for purposes other than those aforementioned and undertakes to observe these GCS in their relations with VFD.”*;
- art. 2.3 (Description of the Service) *“The Service referred to in these GCS is implemented by the Visitor filling in a specific form on the Duomo Card selection page on the Site, and by the subsequent sending of the online Order to VFD, subject to successful completion of the payment that the Visitor is obliged to make by credit card, once the Order has been completed and without prejudice to the full acceptance of these CCS and the unfair contract terms contained therein (as better clarified below).”* ;
- art. 2.5 (Description of the Service) *“The Contract will be considered finalised upon acceptance by the Visitor, by the double clicking of the Contract online and, separately, of the specific 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 to be made on the Site by the Visitor.”*;
- art. 2.6 (Description of the Service) *“Any import duties and customs fees will be charged to the Visitor when the purchased Duomo Card together with the Gadget arrives in the Country of destination as indicated by the Visitor. These charges will be borne by the Visitor and may vary from State to State.”*;
- art. 2.9 (Description of the Service) *“In case of delivery of the Duomo Card and Gadget, VFD cannot be held responsible for any delays; express delivery times are indicative and in no way binding to VFD, which uses couriers, according to the methods and timings of the carrier in charge, on account of the distance in kilometres, the Visitor’s availability, and/or as specified in the transport conditions.”*;
- art. 2.10 (Description of the Service) *“The choice to receive the Duomo Card at home is made in the same form used to place the Order in a separate section. Any shipping and transport costs will be charged to the Visitor.”* ;
- art. 2.11 (Description of the Service) *“In the case of collection of the Duomo Card and Gadget, the Visitor undertakes to collect the Duomo Card and Gadget no later than 30 (thirty) days from the date of receipt of the Visitors OC, it being expressly understood that, after the aforementioned term, VFD will send by email a communication to the Visitor expressly indicating the fact that, in the absence of collection of the Duomo Card and Gadget by the Visitor in the following 5 (five) working days from the date of sending the aforementioned email, the Contract will be considered terminated by law, without the need for further*

*communication by VFD, and VFD will no longer be obliged to deliver the Duomo Card and Gadget, of which VFD will become the sole owner, and will have the full right to definitively withhold the amount already paid by the Visitor in favour of VFD. Under no circumstances will the Visitor's failure to collect the Duomo Card and Gadget be considered as exercising their right of withdrawal of the latter.*”;

- art. 3.1 (Exclusion from the Right of Withdrawal) *“Pursuant to Article 59, Paragraph 1, Letter n) of the Consumer Code, the right of withdrawal referred to in Articles 52 et seq. of the Consumer Code is not applicable to transactions made on the Site. The Visitor, 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 Article 52 of the Consumer Code is not applicable. Furthermore, the Contract relates to a service that the Visitor uses at the moment of purchase.”*;
- art. 3.2 (Exclusion from the Right of Withdrawal) *“Pursuant to Article 59, Paragraph 1, Letter o) of the Consumer Code, the Visitor, by submitting the completed Order form and certifying the payment of the corresponding purchase of the Duomo Card, expressly waives the right of withdrawal pursuant to Articles 52 et seq. of the same Consumer Code verifying the execution of the Contract following receipt by the Visitor of the OC and the availability of access to the digital content.”*;
- art. 3.3 (Exclusion from the Right of Withdrawal) *“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 Visitor waives the contents of the Duomo Card.”*;
- art. 4.1 (Duomo Card and Benefits) *“With reference to the Benefits that provide the Visitor with access to the Milan Duomo Historical Complex – namely the Cathedral, the Archaeological Area, the ascent to the Rooftops by lift, the Duomo Museum and the Church of San Gottardo in Corte – (hereinafter, the “Historical Complex”), the Visitor, with the acceptance of these GCS, declares to have read, know well, and expressly accept all the regulations and guidelines published at the following address <https://www.duomomilano.it/en/rules/>, including but not limited to the regulations for visitors to the Historical Complex, which form an integral and substantial part of the Contract (hereinafter, “Regulations”)”*;
- art 4.2 (Duomo Card and Benefits ) *“VFD reserves the right, at any time and at its complete discretion, to make any modifications and/or variations to what is published on the Site, with reference to the Regulations, without any prior notice. It is the Visitor's responsibility to consult the Regulations published by VFD at the aforementioned address <https://www.duomomilano.it/en/rules/>, before proceeding to access the Historical Complex, with the VFD being expressly free from liability for any and all claims and/or requests, for any reason, expressed by the Visitor.”*;
- art. 4.3 (Duomo Card and Benefits ) *“The Duomo Card, including the Benefits, is valid until 31 December of the year in which the Duomo Card is purchased.”*;
- art. 6.1 (Applicable Law and Competent Court) *“The GCS are governed by Italian law and must be interpreted according to the Italian language, the official language (and prevalent over other languages) of the Contract between VFD and the Visitor.”*;
- art. 6.2 (Applicable Law and Competent Court) *“For anything not expressly indicated in these GCS, the Consumer Code and Italian Civil Code apply.”*;
- art. 6.3 (Applicable Law and Competent Court) *“For any dispute in any way connected to the Contract between VFD and the Visitor according to these GCS, the Court of Milan will be exclusively competent, excluding any other alternative and/or competing court.”*

\*\*\*

Milan, 10 May 2021