



VENERANDA FABBRICA DEL DUOMO DI MILANO

1387

## GENERAL CONDITIONS of SALE VFD guided tours and Duomo Smart Experience

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## GENERAL CONDITIONS

### 1. Object

- 1.1 These general conditions of sale (hereinafter, “GCS”) of Veneranda Fabbrica del Duomo di Milano, with registered office in 20122 Milan, Via C. M. Martini, 1, tax code and VAT number 01989950157, telephone number +39 02 361691 and email [info@duomomilano.it](mailto:info@duomomilano.it) (hereinafter, “VFD”), represent the contractual conditions which, accepted by the user (hereinafter, singularly the “User” and jointly the “Users”), or by groups, as described in Art. 2.2.2., organised by VFD with the presence of a qualified tour guide and/or professional figures in possession of the requisites and/or qualifications required pursuant to the legislation in force for explaining and illustrating the historical, artistic and architectural attractions of the Monumental Complex, as defined below, and equipped with a specific Microphone System/whispers, as defined below and which may be rented as better clarified below (hereinafter, singularly the “VFD Group” and jointly the “VFD Groups”) (hereinafter, the User/Users and the VFD Group/VFD Groups are jointly the “Customer”), will govern the contract between VFD and the Customer (hereinafter, the “Contract”), as indicated in the following Artt. 1.2–1.3, with which the Customer may proceed, together with the entrance ticket (hereinafter, the “Ticket”) to the visitable areas of the Monumental Complex— that is Milan Duomo Cathedral, the Aquilonare Sacristy, the Baptistery of San Giovanni alle Fonti archaeological area, the Crypt of Saint Charles, 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 in the Royal Palace, the Archive-Library and the Candoglia Quarries (hereinafter, jointly the “Monumental Complex”), (i) to book and purchase guided tours for VFD Groups, carried out both in person or virtually (hereinafter, singularly the “VFD Guided Tour” and jointly the “VFD Guided Tours”), and/or (ii) to purchase the “Duomo Smart Experience” carried out by a qualified tour guide and integrated with 5 (five) virtual reality scenes, which will accompany the User on a journey through time across the centuries to relive the pivotal moments of Milan Duomo’s construction, discovering the history of the craftsmen who worked there and learning about the history of VFD (hereinafter, the “Duomo Smart Experience”), using technological hardware that consists of a virtual reality visor integrated with a radio system to listen to the aforementioned guide during the Duomo Smart Experience, together with accessories (hereinafter, the “Duomo Smart Experience Visor”), as better clarified below.
- 1.2 With reference to the VFD Guided Tour, the GCS and the related unfair contract terms must be accepted by the VFD Group (i) with reference to Small Groups, Large Groups, Very Large Groups and Scheduled Guided Tours, as defined below, (a) with reference to Small Groups and Scheduled Guided Tours, including Groups of families with children, as part of Scheduled Guided Tours, as defined below, online, at 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 the unfair contract terms provided therein, and, together with the subsequent order confirmation sent by VFD to the VFD Group (hereinafter, the “OC”), will constitute the Contract, subject to successful payment or (b) with reference to Large Groups, as defined below, by clicking and/or flagging the boxes that are specifically and separately provided with reference to the GCS and the unfair contract terms provided therein, and, together with the VFD Group Online Form, as defined below, the VFD Group Quote, as defined below, accepted by the Large Groups, as defined below, and the subsequent Booking confirmation, as defined below, sent by VFD to the Large Groups, as defined below, will constitute the Contract, subject to successful payment or (c) with reference to Small Groups, Large Groups and Very Large Groups, as defined below, by clicking and/or flagging the boxes that are specifically and separately provided with reference to the GCS and the unfair contract terms provided therein, and, together with the Booking Request, as defined below, the VFD Group Online Form, as defined below, the VFD Group Quote, as defined below, accepted by the Small Groups, Large Groups and Very Large Groups and the subsequent Booking confirmation, as defined below, sent by VFD to the Small Groups, Large Groups and Very Large Groups, as defined below, will constitute the Contract, subject to successful payment; (ii) with reference to Educational Groups, as defined below, by clicking and/or flagging the boxes that are specifically and separately provided with reference to the GCS and the unfair contract terms provided therein at the time of completing the Educational Group Online Form, as defined below, and, together with the Educational Group Online Form, as defined below, the Educational Group Quote, as defined below, accepted by the Educational Group, as defined below, and the subsequent Booking Confirmation, as defined below, sent by VFD to the Educational Group, as defined below, will constitute the Contract, subject to successful payment.



- 1.3 With reference to the Duomo Smart Experience, the GCS and the related unfair contract terms must be accepted by the User (i) at the time of purchase in the Monumental Complex ticket offices, that is “Ticket Office 1” in Piazza del Duomo 14/A, Sala delle Colonne, “Ticket Office 2” in the Royal Palace – Piazza del Duomo 12, inside the Milan Duomo Museum, the “Group Ticket Office” in the temporary building inside the fenced area on the south side of Milan Duomo Cathedral, the “Audio Guide Desk” inside Milan Duomo Cathedral, Piazza del Duomo snc (hereinafter, jointly the “**Ticket Offices**”), as they are available and therefore fully knowable by the User; (ii) 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 the unfair contract terms provided therein, and, together with the subsequent OC, will constitute the Contract, subject to successful payment.
- 1.4 The Customer, by accepting these GCS, declares, for itself and its assignees, to have read, know well and expressly accept them and, likewise, undertakes, for itself and its assignees and pursuant to Art. 1381 of the Italian Civil Code, to have read and be acquainted with the “*Rules of Conduct and Access Regulations for the Milan Duomo Monumental Complex*” (hereinafter, the “**Regulations**”) and the VFD general conditions of sale in relation to the Ticket, together with the related unfair contract terms (hereinafter, the “**Ticket GCS**”), all of which are published on the Website, at the following link <https://www.duomomilano.it/en/regulations/regulation/>, or available in the Monumental Complex’s Ticket Offices, which constitute an integral and substantial part of the Contract, with the express indemnity of VFD for any conduct, even omissive, and/or damage, even to health, that may be caused, for any reason, to things and/or people and/or to the Monumental Complex by the Customer, any exception to this is hereby withdrawn by the Customer.
- 1.5 VFD reserves the right, at any time and at its sole discretion, to bring any modifications and/or variations to that which is published on the Website and/or is available in the Ticket Offices regarding the Ticket—including any new Ticket sales rates—and/or the VFD Guided Tours and/or the Duomo Smart Experience and/or the Regulations, as well as to make any modifications and/or variations to these GCS and to the related unfair contract terms, without any obligation of prior notice. It is the responsibility of the Customer to consult what is published by VFD at the aforementioned address <https://www.duomomilano.it/en/regulations/regulation/> and/or is affixed in the Ticket Offices both prior to proceeding with the booking and purchase of a VFD Guided Tour and/or a Duomo Smart Experience and prior to accessing the Monumental Complex, with the express indemnity of VFD from any and all claims and/or requests, for any reason, made by the Customer.
- 1.6 The Customer may book and purchase one of the VFD Guided Tours, depending on the type better specified below, and/or the Duomo Smart Experience, it being expressly understood that, without prejudice to the provisions of the previous Art. 1.1, the clauses specifically referring to other types of VFD Guided Tours and/or to the Duomo Smart Experience not subject of the booking and/or purchase, will not apply between VFD and the Customer.
- 1.7 The VFD Guided Tours and/or the Duomo Smart Experience are provided by VFD in compliance with the GCS applicable to each of them.
- 1.8 The Customer expressly acknowledges and accepts, for itself and its assignees and also pursuant to Art. 1381 of the Italian Civil Code, that the provisions of the Ticket GCS apply, *mutatis mutandis* and to the extent that it is not expressly contrary to what is provided for under the Contract and/or these GCS

## **2. Description of VFD Guided Tours and the Duomo Smart Experience**

### **2.1. General Regulations**

- 2.1.1. The VFD Guided Tour and Duomo Smart Experience are created in favour of the Customer who is both (i) a “consumer” pursuant to Article 3, Paragraph 1, Letter a) of the Consumer Code (Legislative Decree no. 206 of 6 September 2005 and subsequent amendments and additions) (hereinafter, the “**Consumer Code**”), as better specified in Art. 2.1.2. below, or (ii) a legal person, to which the provisions of the Consumer Code will not apply, but rather the provisions of the Italian Civil Code.
- 2.1.2. By the term “consumer” it is intended any natural person who carries out the booking and purchase of a VFD Guided Tour and/or the purchase of the Duomo Smart Experience, according to the methods indicated in these GCS for purposes not related to their commercial, entrepreneurial, artisanal or professional activity, if any. In this case, by expressly and unconditionally accepting these GCS, the Customer declares to book and purchase the VFD Guided Tour and/or purchase the Duomo Smart Experience for purposes other than the aforementioned and undertakes to observe, in its relations with VFD, these GCS. With reference to the Customer who is a



consumer, the VFD Guided Tour and/or Duomo Smart Experience are carried out by VFD in full compliance with the regulations of the Consumer Code, also in terms of distance selling regulated by Articles 94 et seq.

2.1.3. In the event that the Booking is made on the Website by an agency and/or intermediary of the Customer and/or by an authorised reseller of VFD, the list of which can be found on the Website, the latter undertake, for themselves and their assignees, to make known these GCS and apply them in full with respect to the consumer, expressly indemnifying VFD from any and all claims made by the Customer, for any reason whatsoever, it also being understood, any exception is hereby withdrawn with respect to VFD, that in such a case, no voucher and/or discount code, of any kind, can be entered and used by the agency and/or other intermediary of the Customer and/or by the authorised reseller of VFD, but only by the consumer, a natural person and holder of the credit card and/or other enabled electronic payment system used at the time of purchase, who directly makes, according to the methods set out in these GCS, the Booking, as defined below, of the VFD Guided Tour and/or who purchases directly the Duomo Smart Experience and for an exclusively personal use of the VFD Guided Tour and/or Duomo Smart Experience.

2.1.4. For the VFD Guided Tours and/or Duomo Smart Experience, VFD, upon the Customer's request, having completed the purchasing procedure and verified the successful payment by the Customer, will issue the relative invoice, it being understood that the same must be requested:

- by the VFD Group during Booking, as defined below, as indicated in the following Art. 2.2.2.;
- by the User (i) at the Ticket Offices prior to purchase; (ii) on the Website, by flagging the specific box at the time of the Order, following registration by the Customer during the check-out phase. In the event of failure to register and request an invoice at the time of the Order, it will not be possible to accept requests to issue an invoice made subsequently by the User.

It is understood that verification of the correctness and completeness of the invoice details indicated by the Customer is the exclusive and full responsibility of the Customer. Any problems resulting from the insertion of data communicated by the Customer is the exclusive responsibility of the Customer, with VFD having no obligation to verify and/or assume responsibility in this regard.

2.1.5. With reference to the qualified tour guides or art historians and/or professional figures as indicated above who accompany the Customer, in the exercise of their profession, it is expressly understood that: a. the card/badge, proving the necessary requirements, must be displayed and clearly visible throughout the entire visit to the Monumental Complex by those who carry out the profession of accompaniment and explanation, without prejudice to the fact that, failure to do so, the aforementioned individuals on the one hand must pay VFD the full amount of the Ticket, not being able under any circumstances to carry out the professional activity of accompaniment and explanation, such as, by way of example, of a historical and artistic nature, for any reason whatsoever, within the Monumental Complex, and VFD personnel may request, at any time, the immediate interruption of the aforementioned activity and, in the event that the prohibited conduct be repeated, request the removal of the individual from the Monumental Complex requesting, if necessary, police intervention, and on the other hand, in the absence of a qualified tour guide or art historian and/or professional figure as indicated above, the Customer may be denied, at the sole discretion of VFD, priority and/or reserved access; b. in order to obtain a free Ticket, guides qualified within European Union countries must present to the personnel responsible for this verification a specific qualification issued by the Ministry of Cultural Heritage and Activities, without which it will not be possible to carry out, under any circumstances, VFD Guided Tours and/or the Duomo Smart Experience and/or, in any case, visits within the Monumental Complex, being able to access it free of charge for study purposes only; c. guides qualified in non-EU countries may request free accreditation for study purposes only and are not authorised, under any circumstances, to carry out VFD Guided Tours and/or the Duomo Smart Experience and/or, in any case, visits within the Monumental Complex. The pricing policies for free, exempt and/or reduced categories are defined at the sole discretion of VFD or stipulated through specific agreements with Institutions and Associations.

2.1.6. During the VFD Guided Tour and/or Duomo Smart Experience, the Customer may rent a microphone system/whispers (including audio guides and/or radio guides and/or complimentary radio guide, as defined below) (hereinafter, singularly the “**Microphone System**” and jointly the “**Microphone Systems**”) the Tablet, the Duomo Smart Experience Visor and the Set, as defined below (hereinafter, the Microphone System, the Tablet, the Duomo Smart Experience Visor and the Set are jointly the “**Systems**”), by going to the collection point indicated on the booking confirmation and following the instructions that will be provided by the





personnel appointed by VFD, it being understood that failure to follow the instructions provided, the Customer will not be able to rent the Systems, any exception to this is hereby withdrawn.

## 2.2. *Types of VFD Guided Tour*

### 2.2.1. General Regulations

- a. VFD Groups, together with the purchase of the Ticket, are required to book the date and time slot of the VFD Guided Tour (hereinafter, the “**Booking**”), which may be carried out according to the methods described below;
- b. booked VFD Groups have the right to enter through a dedicated entrance, with priority over other users accessing the Monumental Complex, exclusively for the simultaneous access of participants in the VFD Group; in the event of delayed access, the right of priority will not be guaranteed, any exceptions to this are hereby withdrawn;
- c. VFD Guided Tours are guaranteed in the time slot booked; in the event of a delay, within 30 (thirty) minutes after the time of the Booking, the VFD Guided Tours will still finish at the established time; if the delay is 30 (thirty) minutes or more than the time of the Booking, the VFD Guided Tours will be considered cancelled, without prejudice to VFD’s right to retain the amount paid by the VFD Group and/or by the individual visitor belonging to the VFD Group, any exception to this is hereby withdrawn;
- d. without prejudice to what is indicated in Letter a. above, the VFD Group has the right to modify the date and time slot of the VFD Guided Tour selected at the time of Booking (hereinafter, the “**Booking Change**”), it being understood that the Booking Change can only be made (i) by and no later than 3 (three) months following the date of Booking, (ii) up to 2 (two) consecutive working days prior to the date selected at the time of Booking, (iii) by the VFD Group that made the Booking and (iv) for the entire content and for all participants in the VFD Group subject to the Booking, it being understood that in violation of and beyond these terms, the Booking Change cannot be made;
- e. the Booking Change will take place according to the following methods:
  1. the VFD Group will send the Booking Change request to VFD, within the terms of the previous Letter d. to the same email address from which it received the OC and/or the Booking confirmation;
  2. within 15 (fifteen) days, VFD will send the VFD Group a communication, to the same email address from which it received the Booking Change request, with which it can alternatively: (a) accept the Booking Change request, without prejudice to what is indicated in the following Letter f. 1.; (b) decline the Booking Change request proposing, where possible, a new solution to the VFD Group for the date indicated by the same as part of the Booking Change (hereinafter, the “**New Booking Solution**”), it being understood that the VFD Group’s failure to receive and/or read the aforementioned communication sent to the email address received by VFD from the Group, for any reason whatsoever, cannot be attributed to VFD in any way;
  3. in the case described in Letter (a) of Point 2. above, the VFD Group will no longer be able to request from VFD a new Booking Change, any exception to this is hereby withdrawn by the VFD Group;
  4. in the case described in Letter (b) of Point 2. above, the VFD Group, by and no later than 7 (seven) days from receipt of the communication from VFD, must send VFD a communication via email containing, alternatively:
    - acceptance of the New Booking Solution, without prejudice to what is indicated in the following Letter f. 2.; in this case, what is described in Point 3. above applies;
    - proposal of a new date for the Booking Change, in compliance with the terms referred to in the previous Letter d.; in this case, the regulations described in the present Letter e. will apply, without prejudice to the terms indicated in the previous Letter d.;it being understood that in the event of failure to send the communication by the VFD Group, for any reason whatsoever, within the aforementioned terms, the VFD Guided Tour originally booked will remain valid exclusively on the date and in the time slot selected at the time of Booking and the Booking Change cannot be made, with the express exclusion of any and all responsibility of VFD in this regard, in any capacity, and the VFD Group renounces any and all claims and/or requests, for any reason (such as, by way of example but not limited to, compensation and/or reimbursement), with reference to the Booking even if the date and time selected for the VFD Guided Tour have already elapsed;
- f. without prejudice to the precise fulfilment of all activities described in the previous Letters d. and e., within the terms set out therein as well as in compliance with the following terms:
  1. the Booking Change, concerning the same type of Guided Tour, will be free;



2. the New Booking Solution, concerning a different type of Guided Tour which carries a higher cost than the type of Guided Tour of the Booking, will require payment. In this case, the VFD Group, at the same time as forwarding the communication accepting the New Booking Solution, as referred to in Letter e. 4. above, will have to pay the difference in price to VFD according to the same methods used for Booking the VFD Guided Tour, it being understood that in the event of non-receipt, in full and/or in part, of the payment, for any reason whatsoever, the booking of the New Booking Solution will not be considered finalised and the VFD Guided Tour will therefore remain valid exclusively for the date and time slot indicated at the time of the Booking, any exception to this is hereby withdrawn by the VFD Group, with the express exclusion of any and all liability of VFD in this regard, in any capacity (such as, by way of example but not limited to, compensation and/or reimbursement), with reference to the Booking also in the event that the date and time slot selected for the VFD Guided Tour have already elapsed;
- g. VFD reserves the right to modify, at its sole discretion, at any time for organisational needs and/or extraordinary circumstances of any kind, the possibility of Booking in particular time slots and/or calendared dates, any exception to this is hereby withdrawn.

**2.2.2. *Small Groups, Large Groups, Scheduled Guided Tours, Very Large Groups and Educational Groups, as defined below***

**a. *Small Groups, Large Groups, Scheduled Guided Tours and Very Large Groups, as defined below***

- (i) “Small Groups” are considered to be VFD Groups composed of a minimum of 1 and a maximum of 10 persons (hereinafter, the “**Small Groups**”);
- (ii) “Large Groups” are considered to be VFD Groups composed of a minimum of 11 and a maximum of 25 persons with a maximum of 4 simultaneous Groups (hereinafter, the “**Large Groups**”);
- (iii) “Scheduled Guided Tours” are considered to be those in which the VFD Groups are composed of visitors who individually book their participation in a VFD Guided Tour whose date and start time have been previously defined by VFD through a calendar published on the Website; these VFD Groups can be made up of a maximum of 30 persons (hereinafter, the “**Scheduled Guided Tours**”). With reference to the Scheduled Guided Tours, please note that the minimum number of persons for the correct formation of the Group is determined at the sole discretion of VFD each time in light of the organisational needs of VFD and/or the Monumental Complex, any exception to this is hereby withdrawn with respect to VFD; in the event of failure to reach the minimum number as determined above, at the discretion of each person, the Booking Change regulation will apply or, alternatively, the Contract will automatically be terminated and, consequently, the Booking will be cancelled and any amount already paid by the individual person will be returned by VFD according to the method agreed by both parties;
- (iv) “Very Large Groups” are considered to be VFD Groups composed of a minimum of 101 and a maximum of 250 persons, divided into a maximum of 10 simultaneous VFD Groups (hereinafter, the “**Very Large Groups**”);
- (v) only Small Groups, Large Groups, Scheduled Guided Tours—with the exception of VFD Groups of families with children, as part of Scheduled Guided Tours— and Very Large Groups have the right to priority access, compatible with the organisational needs of VFD and/or of the Monumental Complex, it being understood that Large Groups, Very Large Groups and Scheduled Guided Tours—with the exception of VFD Groups of families with children, as part of Scheduled Guided Tours— must present themselves at the meeting point communicated by VFD by and no later than 15 (fifteen) minutes prior to the time indicated in the Booking; Small Groups by and no later than 5 (five) minutes prior. In the event of delay, participation in the VFD Guided Tour cannot be guaranteed and the amount already paid by the Small Groups, Large Groups, Scheduled Guided Tours and Very Large Groups will be retained, who will not have any right to any refund or compensation, any exception to this is hereby withdrawn;
- (vi) during VFD Guided Tours, each participant of the Small Groups, Large Groups, Scheduled Guided Tours—with the exception of VFD Groups of families with children, as part of Scheduled Guided Tours—and Very Large Groups (hereinafter, singularly the “**Participant**” and jointly the “**Participants**”) can benefit from a complimentary audio guide free of charge (hereinafter, the “**Complimentary Audio Guide**”), if (a) the Participant is late with respect to the starting time of the VFD Guided Tour; (b) the Participant is not able to correctly follow and/or understand the explanation of the qualified tour guide and/or professional figure as indicated above who accompanies the VFD Group during the VFD Guided Tour, the Participant hereby accepting that, in the event of failure to follow the instructions provided by



- the personnel appointed by VFD at the time of renting the Complimentary Audio Guide, no Complimentary Audio Guide can be presented by the personnel appointed by VFD to the Participant, any exception to this, for any reason whatsoever, is hereby withdrawn towards VFD;
- (vii) the Microphone Systems must be returned at the end of the VFD Guided Tour to the personnel appointed by VFD. Should the Microphone Systems fail to be returned, are lost, tampered with, broken and/or damaged, even partially, attributable to the Participant who used the Microphone Systems, a maximum penalty of €100.00 (one hundred/00 euros) will be applied, to be paid in cash or by electronic payment at the end of the VFD Guided Tour in the Ticket Offices or by bank transfer within 30 (thirty) days, any exception to this is hereby withdrawn by the Participant and the VFD Group representative and with the express waiver of the Participant and the VFD Group representative to advance any claim and/or request, for any reason whatsoever, in this regard. All the aforementioned systems are sanitised before and after each use and disposable earphones are provided;
- (viii) the Small Groups, Large Groups and Scheduled Guided Tours, without prejudice to what is indicated in the following Art. (xii) with reference to VFD Groups of families with children, as part of Scheduled Guided Tours, can make the Booking according to the following methods:
- a. with reference to the Small Groups and Scheduled Guided Tours, online, by accessing the appropriate section of the Website and proceeding directly to the Website by completing the form present on the Website (hereinafter, “**VFD Group Online Form**”), with the possibility of choosing the day, time slot and booking the Microphone System, subject to a) acceptance of the processing of personal data; b) express acceptance of these GCS and the related unfair contract terms according to the methods set out in Art. 1.2 (i) (a) above; c) issuance of the declaration, for themselves and their assignees, and, likewise, of the commitment, for themselves and their assignees and pursuant to Art. 1381 of the Italian Civil Code, to fully read, understand and accept the Regulations and the Ticket GCS, published on the Website; the Booking is valid following completion of the guided procedure on the Website, subject to successful payment and receipt of the OC;
  - b. with reference to Large Groups: (i) Large Groups must (I) access the specific section on the Website and click on the “*book now*” button; (II) proceed with fully completing the VFD Group Online Form, according to the instructions provided therein, including the full reading and acceptance of these GCS and the related unfair contract terms, by clicking and/or flagging the boxes that are specifically and separately provided with reference to the GCS and the unfair contract terms at the time of completing the VFD Group Online Form, granting authorisation for the processing of personal data and declaring, for themselves and their assignees, and, likewise, undertaking, for themselves and their assignees and pursuant to Art. 1381 of the Italian Civil Code, to fully read, understand and accept the Regulations and the Ticket GCS, published on the Website; (III) send to VFD the VFD Group Online Form, according to the methods indicated therein. It is understood that in the event of failure to fully complete the VFD Group Online Form, as indicated above, the Large Groups will not be able to proceed with sending the VFD Group Online Form and/or sign any Contract with VFD, any exception to this is hereby withdrawn by the Large Groups; (ii) upon receipt of the VFD Group Online Form, VFD will verify the availability of the date, time slot and type of VFD Guided Tour, as indicated in the VFD Group Online Form, and (I) in the event of confirmation, will send, via email to the address indicated in the VFD Group Online Form, the price quote taking into account what is indicated in the VFD Group Online Form (hereinafter, the “**VFD Group Quote**”), as well as the link through which the Large Groups must make the payment for the amount due in accordance with the VFD Group Quote, including rental of the radio guides, by and no later than the terms set out below, so as to block the date and time slot indicated in the VFD Group Online Form, it being understood that should VFD fail to receive, in full and/or in part, the payment within the terms set out below, for any reason whatsoever, and/or in the event of failure by VFD to send the communication containing the VFD Group Quote and the payment link for the total amount due by the Large Groups, the Booking cannot be carried out, any exception to this is hereby withdrawn by the Large Groups, or (II) should the date and/or time slot indicated not be available, VFD will communicate to the Large Groups, via email to the address indicated in the VFD Group Online Form, the first convenient date and/or time slot for completion of the Booking, it being understood that should the Large Groups fail to receive and/or view the aforementioned communication, for any reason whatsoever, this cannot be



- attributed to VFD in any way, and the Large Groups may, alternatively, by and no later than 3 (three) working days, communicate to VFD their acceptance or propose, where possible, a new date and/or time slot. Large Groups expressly acknowledge and accept, for themselves and their assignees, that, with payment of the overall amount due by the Large Groups, carried out within the terms set out below, the VFD Group Quote shall be considered fully accepted by the Large Groups, any exception to this is hereby withdrawn; (iii) once the VFD Guided Tour has been confirmed within the terms referred to in Point (ii) above, VFD will send the Large Groups, via email to the address indicated in the VFD Group Online Form, the Booking confirmation, subject to successful payment within the terms set out below, it being understood that should the Large Groups fail to receive and/or view the aforementioned communication, for any reason whatsoever, this cannot be attributed to VFD in any way;
- c. with reference to Small Groups and Large Groups, only in the presence of specific needs of the Group, which requests a Guided Tour with a personalised route, start time and/or additional services (such as, by way of example but not limited to, Pick Up and Drop Off, bilingual tour services, extension of the opening times of one of the areas in the Monumental Complex): (a) the Small Groups and Large Groups must send VFD, by email to the following address [tour@fabbricaservizi.it](mailto:tour@fabbricaservizi.it), a Booking request for the VFD Guided Tour (hereinafter, the **"Booking Request"**), (b) once the Booking Request has been received, VFD will send, to the same email address from which it received the Booking Request, a communication (I) for the Small Groups, containing the provisions of Point (ii) of the previous Letter b. and will proceed, *mutatis mutandis*, with the provisions of Points (ii) and (iii) of the previous Letter b. (II) for the Large Groups, containing the link to access the VFD Group Online Form and the Large Groups will proceed, *mutatis mutandis*, with the provisions of Points (i), (ii) and (iii) of the previous Letter b., it being understood that, in the event of failure by VFD to send the communication, no Contract may be considered concluded and/or undersigned with VFD, any exception to this is hereby withdrawn by the Small Groups and the Large Groups;
- (ix) in relation to the Booking procedure referred to in Artt. (viii) b. and (viii) c. above:
- I. once the Booking confirmation has been received, the Small Groups and Large Groups must proceed, by and no later than 5 (five) working days prior to the VFD Guided Tour (hereinafter, the **"Guided Tour Payment Deadline"**), to make the payment, by credit card and/or instant bank transfer via virtual POS system, pursuant to the VFD Group Quote, accepting the same as above, and VFD, in view of the payment received, will issue the related invoice, if the request was made by the Small Groups and Large Groups at the time of completing the VFD Group Online Form, it being understood that should VFD fail to receive, in full and/or in part, the payment by and no later than the Guided Tour Payment Deadline, for any reason whatsoever, the Contract will by law be dissolved and the Booking will consequently be cancelled;
- II. in the case of public institutions, as part of Small Groups and Large Groups, must also, simultaneously send alongside the VFD Group Online Form, the CIG (*Codice Identificativo Gara* or Contract Reference Number) on the public institution's letter-headed paper, and all the necessary documents that must be signed by VFD for this purpose; the CIG will subsequently be shown on the electronic invoice issued by VFD;
- III. without prejudice to the payment obligation on the part of the Small Groups and Large Groups pursuant to the Contract, in the event that changes should occur in a lower number of Participants in the VFD Guided Tour, the Small Groups and the Large Groups:
- a) by and no later than 7 (seven) working days prior to the VFD Guided Tour (hereinafter, the **"Communication of Modification Deadline"**), must send a communication, to the email address [tour@fabbricaservizi.it](mailto:tour@fabbricaservizi.it), in which they indicate this variation and in this case:
- (i) the Small Groups and Large Groups, by sending VFD the communication of modification, expressly acknowledge and accept, for themselves and their assignees, that, by forwarding the request and the subsequent confirmation by VFD, the amendment of the VFD Group Quote in light of the changes indicated by the Small Groups and Large Groups, as disciplined in the following point, is deemed finalised;





- (ii) VFD will send, by email to the address indicated by the Small Groups and Large Groups in the VFD Group Online Form, a communication containing confirmation of the variation and will send the link through which the Small Groups and Large Groups must make the payment of the amount due in light of the amendment to the VFD Group Quote, consisting of the amount of the VFD Group Quote minus the amount of the Tickets of the absent persons, as well as the amount for the rental of the radio/video guides, it being understood that payment must be made by the Small Groups and Large Groups by and no later than the Guided Tour Payment Deadline, in light of the amendment to the VFD Group Quote, already accepted within the terms set out in this Point (ii);
- (iii) VFD, upon receipt of the payment, will issue the related invoice, if the relevant request was made by the Small Groups and Large Groups at the time of completing the VFD Group Online Form;
- (iv) public institutions, as part of Small Groups and Large Groups, which request an electronic invoice at the time of completing the VFD Group Online Form with the issuance of the CIG, will proceed to make the payment by and no later than the Guided Tour Payment Deadline, according to the methods indicated in the invoice that will be issued by VFD, in light of the amendment of the VFD Group Quote, already accepted in the terms referred to in the previous Point (ii), within 5 (five) working days prior to the VFD Guided Tour.

The above being understood that should VFD fail to receive, in full and/or in part, the payment, for any reason whatsoever, the Contract will by law be dissolved and the Booking will consequently be cancelled;

- b) if no communication is sent by and no later than the Communication of Modification Deadline and/or on the day of the VFD Guided Tour, a lower number of Participants should present themselves in relation to that which is contained in the VFD Group Online Form and the VFD Group Quote, the Small Groups and the Large Groups must proceed, by and no later than the Guided Tour Payment Deadline, to make the payment as foreseen pursuant to Art. (ix) I. above, and the Ticket of the absent Participants will not be refunded, nor will the amount for the rental of the radio guides, but will be valid on the day indicated on the Ticket and for the following day, if the type of Ticket so provides;
- IV. without prejudice to the payment obligation on the part of the Small Groups and Large Groups pursuant to the Contract, in the event that changes should occur in an increased number of Participants in the VFD Guided Tour, the Small Groups and Large Groups:
- a) by and no later than the Communication of Modification Deadline, must send a communication, to the email address [tour@fabbricaservizi.it](mailto:tour@fabbricaservizi.it), in which they indicate this variation and in this case the provisions of the previous Point III a) will apply;
  - b) if no communication is sent by and no later than the Communication of Modification Deadline and/or on the day of the VFD Guided Tour, a greater number of Participants should present themselves in relation to that which is contained in the VFD Group Online Form and the VFD Group Quote, the Booking is only guaranteed for the number of Participants as indicated in the VFD Group Online Form and in the VFD Group Quote, any exception to this is hereby withdrawn by the Small Groups and Large Groups.
- (x) in relation to the Booking procedure referred to in Art. (viii) a. above:
- I. without prejudice to the successful payment made by the Small Groups and Scheduled Guided Tours pursuant to the Contract, in the event that changes should occur in a lower number of Participants in the VFD Guided Tour, the provisions of the previous Art. (ix) III. will apply, *mutatis mutandis*, it being understood that, in the case referred to in Art. (ix) III. a), VFD will send, by email to the address indicated at the time of Booking, confirmation of the modification request by the Small Groups and the Scheduled Guided Tours and will refund via payment gateway or bank transfer the Small Groups and Scheduled Guided Tours for the amount corresponding to the price of the Ticket, as well as for rental of the radio guides, relating to the Participants who will not take part in the VFD Guided Tour, subject of the communication sent by the Small Groups and Scheduled Guided Tours;
  - II. without prejudice to the successful payment made by the Small Groups and Scheduled Guided Tours pursuant to the Contract, in the event that changes should occur in a higher number of Participants in



the VFD Guided Tour, the provisions of the previous Art. (ix) IV. will apply, *mutatis mutandis*, it being understood that, in the case referred to in Art. (ix) IV. a), VFD will send, by email to the address indicated at the time of Booking, a link through which the Small Groups and the Scheduled Guided Tours must make the payment, by and no later than the Guided Tour Payment Deadline, the amount corresponding to the price of the Ticket, together with the amount for the radio guides, relating to the extra Participants who will take part in the VFD Guided Tour, it being understood that should VFD fail to receive, in full and/or in part, the payment by and no later than the Guided Tour Payment Deadline, for any reason whatsoever, the Booking for the extra Participants who will take part in the VFD Guided Tour will not be considered finalised, any exception to this is hereby withdrawn by the Small Groups and the Scheduled Guided Tours;

- (xi) Very Large Groups may make the Booking, *mutatis mutandis*, exclusively according to the procedure referred to in Artt. (viii) c. and (ix), with the following variations (i) the Guided Tour Payment Deadline is fixed at 10 (ten) working days prior to the date of the VFD Guided Tour and (ii) Communication of Modification Deadline is fixed at 15 (fifteen) working days prior to the VFD Guided Tour;
- (xii) the Groups of families with children, as part of Scheduled Guided Tours, can make the Booking, *mutatis mutandis*, exclusively according to the procedure referred to in Artt. (viii) a. and (x), with the following variation: all communications are to be sent to VFD to the email address [didattica@duomomilano.it](mailto:didattica@duomomilano.it).

**b. Educational Groups, as defined below**

1. “Educational Groups” are considered to be VFD Groups having educational purposes and in particular school, religious, parish and subsidised Groups composed of a maximum of 30 persons (excluding the qualified tour guide and/or professional person as indicated above) (hereinafter, singularly the “**Educational Group**” and jointly the “**Educational Groups**”);
2. the Microphone Systems must be returned at the end of the VFD Guided Tour to the personnel appointed by VFD. Should the Microphone Systems fail to be returned, are lost, tampered with, broken and/or damaged, even partially, attributable to the Participant of the Educational Group who used the Microphone Systems, a maximum penalty of €100.00 (one hundred/00 euros) will be applied, to be paid in cash or by electronic payment at the end of the VFD Guided Tour in the Ticket Offices or by bank transfer within 30 (thirty) days, any exception to this is hereby withdrawn by the Participant of the Educational Groups and the representative of the Educational Groups and with the express waiver of the Participant of the Educational Groups and the representative of the Educational Groups to advance any claim and/or request, for any reason whatsoever, in this regard; with specific reference to VFD School Groups, as part of Educational Groups, VFD, for some specific VFD Guided Tours, may provide each participant of the VFD School Groups, as part of Educational Groups, with a Tablet to be used during the specific VFD Guided Tour, which must be returned at the end of the VFD Guided Tour to the personnel appointed by VFD. Should the Tablet fail to be returned, is lost, tampered with, broken and/or damaged, even partially, attributable to the Participant of the Educational Group who used the Tablet, a maximum penalty of €150.00 (one hundred and fifty/00 euros) will be applied, to be paid in cash or by electronic payment at the end of the VFD Guided Tour in the Ticket Offices or according to the methods with which the Booking was made, including bank transfer within 30 (thirty) days, any exception to this is hereby withdrawn by the Participant and the representative of the VFD School Groups, as part of Educational Groups, and with the express waiver of the Participant and the representative of the VFD School Groups to advance any claim and/or request, for any reason whatsoever, in this regard; All the aforementioned systems are sanitised before and after each use and disposable earphones are provided;
3. Booking may be made exclusively according to the following methods: (i) through the sending of a Booking request for a VFD Guided Tour by the Educational Group to the email address [didattica@duomomilano.it](mailto:didattica@duomomilano.it) for school groups, to the email address [artefede@duomomilano.it](mailto:artefede@duomomilano.it) for religious and/or parish groups, and to the email address [didattica@duomomilano.it](mailto:didattica@duomomilano.it) for subsidised groups, or by telephone at the following number +39 02 361691 ext. 3 (hereinafter, the “**Request**”); (ii) once the Request has been received, VFD will send, to the same email address from which it received the Request or to the email address supplied by the Educational Group during the telephone contact referred to in Point (i) above, the information brochure containing indications on the different types of visit that can be carried out by the Educational Group and the relative costs, as well as the link that allows the Educational Group to fill out the online form with the information requested therein (hereinafter, the “**Educational**”



- Group Online Form**”), in order to allow VFD to forward the Educational Group Quote, as defined below. It being understood that in the event of failure to forward the communication by VFD containing the brochure and the link for the Educational Group Online Form, the Request will be considered denied, any exception to this is now withdrawn by the Educational Group; (iii) the Educational Group, having received the communication from VFD referred to in Point (ii) above, without prejudice to the provisions of the following Artt. 4., 5., 6. and 7., must (a) proceed with fully completing the Educational Group Online Form, according to the indications provided therein; (b) fully read and accept these GCS and the related unfair contract terms by clicking and/or flagging the boxes specifically and separately provided with reference to the GCS and the related unfair contract terms when completing the Educational Group Online Form; (c) provide consent for the processing of personal data, and declare, for itself and its assignees, and, likewise, to undertake, for itself and its assignees and pursuant to Art. 1381 of the Italian Civil Code, to fully read, understand and accept the Regulations and the Ticket GCS, published on the Website; (d) send the Educational Group Online Form to VFD according to the methods indicated therein; (iv) once the Educational Group Online Form has been received, VFD, having verified the availability of the date, time slot and type of VFD Guided Tour, as indicated in the Educational Group Online Form, will (I) in the event of confirmation, send, by email to the address indicated in the Educational Group Online Form, the price quote taking into account what is indicated by the Educational Group in the Educational Group Online Form (hereinafter, the “**Educational Group Quote**”), together with the link to the Website which redirects to these GCS and the related unfair contract terms, already accepted by the Educational Group through the clicking and/or flagging of the boxes specifically and separately provided with reference to the GCS and the related unfair contract terms at the time of completing the Educational Group Online Form and the link through which the Educational Groups, with the exception of public institutions which must proceed as provided for in the following Art. 5, must make the payment for the amount due according to the Educational Group Quote, including rental of the radio guides if included in the Booking, by and no later than the terms set out below, so as to block the date and time slot indicated in the Educational Group Online Form, it being understood that should VFD fail to receive, in full and/or in part, the payment by and no later than the terms below, for any reason whatsoever, and/or in the event of failure by VFD to send the communication containing the Educational Group Quote and the link for payment of the amount due by the Educational Groups, the Booking cannot be made, any exception to this is hereby withdrawn by the Educational Groups, or (II) should the date and/or time slot indicated not be available, VFD will communicate to the Educational Groups, via email to the address indicated in the Educational Group Online Form, the first convenient date and/or time slot for completion of the Booking, it being understood that should the Educational Groups fail to receive and/or view the aforementioned communication, for any reason whatsoever, this cannot be attributed to VFD in any way, and the Educational Groups may, alternatively, by and no later than 3 (three) working days, communicate to VFD their acceptance or propose, where possible, a new date and/or time slot. Educational Groups expressly acknowledge and accept, for themselves and their assignees, that, with payment of the total amount due by the Educational Groups, carried out within the terms set out below, the Educational Group Quote will be considered fully accepted by the Educational Groups, any exception to this is hereby withdrawn; (v) once the VFD Guided Tour is confirmed within in the terms set out in Point (iv) above, VFD will send the Educational Groups, via email to the address indicated in the Educational Groups Online Form, the Booking confirmation, subject to successful payment within the terms set out below, it being understood that should the Educational Groups fail to receive and/or view the aforementioned communication sent to the email address received by VFD, for any reason whatsoever, this cannot be attributed to VFD in any way;
4. the Educational Group must proceed, by and no later than 7 (seven) working days prior to the VFD Guided Tour (hereinafter, the “**Payment Deadline**”), to make the payment, within the terms set out above, in light of the Educational Group Quote, accepting the same as indicated above, and VFD, in view of the payment received, will issue the related invoice, if the request was made by the Educational Groups at the time of completing the Educational Group Online Form, it being understood that should VFD fail to receive, in full and/or in part, the payment within the Payment Deadline, for any reason whatsoever, the Contract will by law be dissolved and the Booking will consequently be cancelled;



5. in the case of public institutions, as part of Educational Groups, which request an electronic invoice at the time of completing the Educational Group Online Form with the issuance of the CIG, must also, by and no later than 15 (fifteen) working days prior to the VFD Guided Tour, send the CIG on the public institution's letter-headed paper, and all the necessary documents that must be signed by VFD for this purpose. The CIG will subsequently be shown on the electronic invoice issued by VFD within 12 (twelve) working days prior to the VFD Guided Tour and the public institutions, as part of Educational Groups, will proceed with payment by and no later than the Payment Deadline, according to the methods indicated in the invoice, it being understood that should VFD fail to receive, in full and/or in part, the payment within the Payment Deadline, for any reason whatsoever, the Contract will by law be dissolved and the Booking will consequently be cancelled;
6. without prejudice to the payment obligation on the part of the Educational Group pursuant to the Contract, in the event that changes should occur resulting in a lower number of Participants in the VFD Guided Tour, the Educational Groups:
  - a) by and no later than 15 (fifteen) working days prior to the Guided Tour (hereinafter, the **"Communication Deadline"**), must send a communication to the email address *didattica@duomomilano.it* for school groups, to the email address *artefede@duomomilano.it* for religious and/or parish groups, and to the email address *didattica@duomomilano.it* for subsidised groups, indicating the variation and in this case:
    - (i) the Educational Groups, by sending VFD the communication of modification, expressly acknowledge and accept, for themselves and their assignees, that, by forwarding the request and the subsequent confirmation by VFD, the amendment of the Educational Group Quote in light of the changes indicated by the Educational Groups, as disciplined in the following point, is deemed finalised;
    - (ii) VFD will send, by email to the address indicated by the Educational Groups in the Educational Group Online Form, a communication containing confirmation of the variation and the link through which the Educational Groups must make the payment of the amount due in light of the amendment to the Educational Group Quote, consisting of the amount of the Educational Group Quote minus the amount of the Tickets of each of the absent persons, as well as the amount for the rental of the radio guides, it being understood that payment must be made by the Educational Groups by and no later than the Payment Deadline, in light of the amendment to the Educational Group Quote, already accepted within the terms set out in this Point (ii);
    - (iii) VFD, upon receipt of the payment, will issue the related invoice, if the relevant request was made by the Educational Groups at the time of completing the Educational Group Online Form;
    - (iv) public institutions, as part of Educational Groups, which request an electronic invoice at the time of completing the Educational Group Online Form with the issuance of the CIG, will proceed to make the payment by and no later than the Payment Deadline, according to the methods indicated in the invoice that will be issued by VFD, in light of the amendment of the Educational Group Quote, already accepted in the terms referred to in the previous Point (ii), within 12 (twelve) working days prior to the VFD Guided Tour.

The above being understood that if should VFD fail to receive, in full and/or in part, the payment, for any reason whatsoever, the Contract will by law be dissolved and the Booking will consequently be cancelled;

- b) if no communication is sent by and no later than the Communication Deadline and/or on the day of the VFD Guided Tour, a lower number of participants should present themselves in relation to that which is contained in the Educational Group Online Form and the Educational Group Quote, the Educational Groups must proceed, by and no later than the Payment Deadline, to make the payment as foreseen pursuant to Art. 4. above, and the Ticket of the absent participants will not be refunded, nor will the amount for the rental of the radio guides, but will be valid on the day indicated on the Ticket and for the following day, if the type of Ticket so provides;
- 7. without prejudice to the payment obligation on the part of the Educational Group pursuant to the Contract, in the event that changes should occur in an increased number of Participants in the VFD Guided Tour, the Educational Groups:





- a) by and no later than the Communication Deadline, must send a communication to the email address [didattica@duomomilano.it](mailto:didattica@duomomilano.it) for school groups, to the email address [artefede@duomomilano.it](mailto:artefede@duomomilano.it) for religious and/or parish groups, and to the email address [didattica@duomomilano.it](mailto:didattica@duomomilano.it) for subsidised groups, indicating the variation and in this case, the provisions of the previous Art. 6. a) will apply;
  - b) if no communication is sent by and no later than the Communication Deadline and/or on the day of the VFD Guided Tour, a greater number of Participants should present themselves in relation to that which is contained in the Educational Group Online Form and the Educational Group Quote, the Booking is only guaranteed for the number of Participants as indicated in the Educational Group Online Form and in the Educational Group Quote, any exception to this is hereby withdrawn by the Educational Groups;
8. in relation to religious and parish Groups, as part of Educational Groups, which make a Booking for an amount up to €500.00 (five hundred euros/00), without prejudice to the Booking procedure referred to in Art. 3. above and the payment obligation of the Religious and Parish Groups, as part of Educational Groups, pursuant to the Contract, they may pay the amount due by the Contract directly on the day of the VFD Guided Tour at the "Group Ticket Office" in cash or by credit/debit card, and VFD, subject to successful completion of the payment, will issue the related invoice, if requested during the Booking phase at the time of completing the Educational Group Online Form;
  9. the Booking is valid upon the forwarding of the Booking confirmation by VFD pursuant to Art. 3. (v) above, subject to successful completion of the payment;
  10. Educational Groups must present themselves at the meeting point communicated by VFD by and no later than 15 (fifteen) minutes prior to the time indicated on the Booking; in the event of delay, participation in the VFD Guided Tour cannot be guaranteed and the amount already paid by the Educational Group will be retained, which will have no right to any refund or compensation, any exception to this is hereby withdrawn.

### **2.3. VFD Online Guided Tours**

- 2.3.1. In the case of online events, no refund will be provided in the event of technical or connection problems not attributable to VFD;
- 2.3.2. in the case of online events, it is entirely forbidden to record, on any medium whatsoever, the event and to disseminate, via any medium (physical and/or digital) images or video taken from participation in the event.

### **2.4. Duomo Smart Experience**

- 2.4.1. The Duomo Smart Experience may be purchased (1) through the Website, together with the Ticket type "Duomo+Museum", without prejudice to the full acceptance of these GCS, the unfair contract terms contained therein, as indicated in Art. 1.3 (ii), and of the warnings related to the Duomo Smart Experience; (2) at one of the Ticket Offices, together with a Ticket that includes a visit to Milan Duomo Cathedral and Milan Duomo Museum, without prejudice to the full acceptance of these GCS, the unfair contract terms contained therein, as indicated in Art. 1.3 (ii), and of the warnings related to the Duomo Smart Experience, available at the Ticket Offices and, therefore, fully knowable by the Customer;
- 2.4.2. the Duomo Smart Experience lasts for a total of 60 (sixty) minutes, including transfer from one point to another along the itinerary, and is structured in two phases: (i) in the first phase, the User will be accompanied by a licensed tour guide qualified in art history along a 5 (five)-stage route of Milan Duomo, which will take place both inside and outside Milan Duomo Museum, taking into account, by way of example but not limited to, weather conditions, and the explanation will given by the aforementioned licensed tour guide qualified in art history in the Italian language or in the English language; during each of these stages, the User will wear a Duomo Smart Experience Visor through which it will be possible to listen to the explanations of the aforementioned licensed tour guide qualified in art history in each of the languages of the Duomo Smart Experience virtual experience, that is Italian, English, Spanish, French and German; (ii) in the second phase, the User may proceed, subject to the return of the Duomo Smart Experience Visor to the personnel appointed by VFD, as provided below, to independently visit the Monumental Complex, pursuant to the type of Ticket purchased, with one single access to each site within the time frame of the Ticket's validity, it being understood that at the end of the Duomo Smart Experience, as indicated in Point (i) above, the User will not be able to enter again into the Milan Duomo Museum, any exception to this is hereby withdrawn;
- 2.4.3. at the time of purchasing the Duomo Smart Experience, according to the methods referred to in Art. 2.4.1. above, the User must indicate the time slot desired, without prejudice to the availability of the time slot with



reference to both the Duomo Smart Experience and the Ticket, it being understood that (i) the User must arrive at the meeting point at the entrance to the Milan Duomo Museum, located in Piazza Duomo, 12, 20122 Milan, from where the Duomo Smart Experience will begin, and from where the Duomo Smart Experience Visor can be collected, 15 (fifteen) minutes prior to the start time of the time slot booked, during which the personnel appointed by VFD will be able to carry out the activities referred in the following Art. 2.4.5.; (ii) collection of the Duomo Smart Experience Visor and participation in the Duomo Smart Experience are guaranteed in the time slot booked; in the event of delay, collection of the Duomo Smart Experience Visor and participation in the Duomo Smart Experience will be considered cancelled, without prejudice to the right of VFD to retain the amount paid by the User at the time of purchasing the Duomo Smart Experience, any exception to this is hereby withdrawn; (iii) in the event that the User, during the Duomo Smart Experience, should want and/or need to interrupt the Duomo Smart Experience, the collection of the Duomo Smart Experience Visor and participation in the Duomo Smart Experience will nonetheless finish at the established time, it being understood that the User renounces any claim and/or request, such as by way of example, reimbursement, for any reason whatsoever, with regard to the Duomo Smart Experience;

- 2.4.4. should the Duomo Smart Experience Visor fail to be returned, is lost, tampered with, broken and/or damaged, even partially, attributable to the User who used the Duomo Smart Experience Visor, a maximum penalty of €100.00 (one hundred/00 euros) will be applied, to be paid in cash or by electronic payment at the end of the Duomo Smart Experience in the Ticket Offices or by bank transfer within 30 (thirty) days, any exception to this is hereby withdrawn by the User and with the express waiver of the participant of the User to advance any claim and/or request, for any reason whatsoever, in this regard. All the aforementioned systems, including the earphones provided together with the Duomo Smart Experience Visor, are sanitised before and after each use;
- 2.4.5. at the time of collecting the Duomo Smart Experience Visor, the personnel appointed by VFD (i) will sanitise the Duomo Smart Experience Visor and choose the visiting options (language settings and user profile); (ii) the licensed tour guide qualified in art history and the personnel appointed by VFD will provide an explanatory introduction related to the Duomo Smart Experience Visor, to participation in the Duomo Smart Experience and to the technical and health warnings regarding use of the Duomo Smart Experience Visor and participation in the Duomo Smart Experience, which the User, by accepting these GCS, expressly undertakes to respect, indemnifying VFD from any and all damage that may be caused to the User and/or third parties and/or Milan Duomo Cathedral and/or Milan Duomo Museum in connection with failure on the part of the User to respect these warnings; (iii) provide any useful information to the User in relation to the Duomo Smart Experience Visor and the Duomo Smart Experience;
- 2.4.6. use of the Duomo Smart Experience Visor and the Duomo Smart Experience by the User is subject to specific requirements in relation to age and physical or health conditions and must be carried out with adequate prudence and caution on the part of the User and, in any case, in such a way as to avoid putting the User and/or third parties and/or Milan Duomo Cathedral and/or Milan Duomo Museum at risk and/or in dangerous situations. The User must respect the common rules of caution and in particular must comply with the general provisions of these GCS, in the informative documents given to the User by the personnel appointed by VFD and/or on the signs and/or information totems placed in the Ticket Offices and inside Milan Duomo Cathedral and/or Milan Duomo Museum. The User must furthermore scrupulously comply with the instructions regarding use of the Duomo Smart Experience Visor, as per the instructions issued by the personnel appointed by VFD and/or on the signs and/or information totems placed in the Ticket Offices and inside Milan Duomo Cathedral and/or Milan Duomo Museum;
- 2.4.7. the User must abstain from taking part in the Duomo Smart Experience in the event that the same Duomo Smart Experience, as described by the personnel appointed by VFD and/or as highlighted here in these GCS and/or in the informative documents given to the User by the personnel appointed by VFD and/or on the signs and/or information totems placed in the Ticket Offices and inside Milan Duomo Cathedral and/or Milan Duomo Museum, is considered by the User him/herself to not be adequate to his/her health and physical conditions;
- 2.4.8. the User, by accepting these GCS, expressly declares (i) to hold harmless and indemnify VFD from any and all damage and/or prejudice, caused to him/herself and/or third parties and/or Milan Duomo Cathedral and/or Milan Duomo Museum, related, directly and/or indirectly, to the illegitimate and/or however improper use of the Duomo Smart Experience Visor made available as part of the Duomo Smart Experience and, in general, of the Duomo Smart Experience; (ii) to be aware that the use of the Duomo Smart Experience Visor and participation in the Duomo Smart Experience must take place under psycho-physical conditions of complete health and well-



being; (iii) to be aware that the Duomo Smart Experience Visor and the Duomo Smart Experience involve a significantly stimulating experience, including emotional and sensorial; (iv) to be aware that, at the time of using the Duomo Smart Experience Visor and participation in the Duomo Smart Experience, there must be no physical and/or mental and/or emotional conditions that could make dangerous, prevent or even just advise against the use of the Duomo Smart Experience Visor and/or the Duomo Smart Experience, such as, by way of example but not limited to, pregnancy, permanent or temporary disability, the intake of narcotic substances and/or alcohol and/or medication, the presence of pathologies such as photosensitivity, photophobia, claustrophobia, labyrinthitis, vertigo, cardiovascular problems, hypertension, heart disease, presence of a heart bypass and/or pacemaker, epilepsy, psychotic disorders, of any kind and/or nature; (v) to be aware that use of the Duomo Smart Experience Visor and participation in the Duomo Smart Experience may cause problems, even temporary, such as, by way of example but not limited to, nausea and/or vertigo and/or dizziness, hereby renouncing to advance any claim, for any reason whatsoever, against VFD;

- 2.4.9. access to the Duomo Smart Experience is permitted to the User who is an adult or a minor aged 13 (thirteen) or over; in the latter case, the original signature of the person exercising parental responsibility or the guardian on the consent form is required, also in relation to the provisions of the previous Artt. 2.4.6., 2.4.7. and 2.4.8., available in the Ticket Offices or on the Website, with delivery, at the time of renting the Duomo Smart Experience Visor, to the personnel appointed by VFD, of the original consent form together with the document of the person exercising parental responsibility or the guardian. It is understood that the person exercising parental responsibility or the guardian and/or the accompanying adult will be liable for any and all damage caused by the aforementioned minors. Access to the Duomo Smart Experience is not permitted under any circumstances to Customers under 13 (thirteen) years of age;
- 2.4.10. the User, during the Duomo Smart Experience, undertakes to promptly communicate to the personnel appointed by VFD any malfunctioning and/or problem in using the Duomo Smart Experience Visor, it being understood that solely in the event that it is ascertained that the malfunctioning and/or problem in using the Duomo Smart Experience Visor is not attributable to and/or the fault of the User, definitively preventing the carrying out of the Duomo Smart Experience and no other Duomo Smart Experience Visors are available, the Customer will have the right to a refund for the price corresponding to the purchase of the Duomo Smart Experience, without prejudice to compliance with the procedure referred to in the following Art. 5.;
- 2.4.11. the clauses provided for the Ticket GCS are applied, *mutatis mutandis*, to the Duomo Smart Experience and the “Duomo+Museum” Ticket.

## **2.5. Sensory Tables**

- 2.5.1. The Customer may rent, free of charge and in accordance with the provisions of Art. 2.1.6., a set of sensory tables, consisting of 1 or more sensory tables and at the request of the Customer, created by VFD in collaboration with the Institute for the Blind (hereinafter, the “Set”), to be used exclusively in the Milan Duomo Museum and in Milan Duomo Cathedral, upon presentation of a specific request to the reception personnel appointed by VFD and located at the entrance to the Milan Duomo Museum. The Set must be returned at the end of the visit to the Milan Duomo Museum and Milan Duomo Cathedral to the personnel appointed by VFD. Each set is sanitised before and after each use;
- 2.5.2. should the Set fail to be returned, is lost, tampered with, broken and/or damaged, even partially, attributable to the Customer, a maximum penalty of €100.00 (one hundred/00 euros) will be applied, to be paid in cash or by electronic payment at the end of use in the Ticket Offices or by bank transfer within 30 (thirty) days, any exception to this is hereby withdrawn by the Customer and with the express waiver of the Customer to advance any claim and/or request, for any reason whatsoever, in this regard;
- 2.5.3. with specific reference to subsidised VFD Groups and VFD School Groups, as part of Educational Groups, VFD, for some specific VFD Guided Tours, may supply the Set, within the terms and conditions referred to in this Art. 2.5. The Set will be supervised by the qualified tour guide and/or the appointed professional figure and must be returned to the personnel appointed by VFD at the end of the visit to the Milan Duomo Museum and Milan Duomo Cathedral.

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

- 3.1 Force Majeure means the occurrence of an event or circumstance that prevents a party from performing one or more of its obligations pursuant to the Contract, if and to the extent that the party affected by the impediment demonstrates:
- a) that such an impediment is beyond its reasonable control; and



- b) that it could not reasonably be foreseen at the time of the conclusion of the Contract;
- c) that the effects of the impediment could not reasonably be avoided or overcome by the interested party.
- 3.2 In the absence of evidence to the contrary, it is presumed that the following events endured by one party satisfy conditions a) and b) of the previous Art. 3.1, while the party will only have to prove condition c) of the previous Art. 3.1:
- war (declared or not), hostility, invasion, acts of a foreign enemy, extensive military mobilisation, within the Italian State and/or the Municipality of Milan and/or in the place of residence and/or home and/or offices of the Customer;
  - civil war, riot, 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 in the place of residence and/or home and/or offices of the Customer;
  - currency or trade restrictions, embargoes, sanctions, between the country of residence and/or home and/or offices of the Customer and the Italian State;
  - acts of authority, legitimate or illegitimate (including those connected to the Covid-19 epidemic), compliance with laws or government orders, regulations, expropriation, confiscation of assets, requisition, nationalisation, in any case having as their subject and/or concerning the Monumental Complex;
  - plague, epidemic and/or pandemic (including Covid-19), natural catastrophes or extreme natural events inside the Municipality of Milan and/or in the place of residence and/or home and/or offices of the Customer;
  - explosion, fire, destruction of equipment, prolonged suspension of transport, telecommunications or energy inside the Monumental Complex and/or the place of residence and/or home and/or offices of the Customer;
  - generalised social conflicts, in particular boycott, strike, occupation of the Monumental Complex;
  - the complete closure of the Monumental Complex for liturgical events at the Monumental Complex or upon indications from 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 responsibility for damage or other contractual remedy 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 VFD Guided Tour and/or Duomo Smart Experience, the provisions of these GCS will apply.
- 4. Right of Withdrawal – Booking Cancellation**
- 4.1 General Regulations**
- 4.1.1. VFD, in full conformity with the Consumer Code, informs the Customer of the terms, conditions and procedures to exercise the right of withdrawal or the cases of exclusion of the same.
- 4.1.2. VFD Groups acknowledge and accept, for themselves and their assignees, that in the event of cancellation of a booking, within the terms set out below, they do not have the right to a refund of the amount paid for the presale commission, which will definitively remain acquired by VFD, any exception to this is hereby withdrawn.
- 4.2 VFD Guided Tours**
- 4.2.1. VFD may cancel, at its sole discretion, the Booking for extraordinary and/or organisational needs of the Monumental Complex and/or of VFD, or in the case of bad weather or in the presence of Causes of Force Majeure; it is only in the event of total impediment of access to the Monumental Complex caused by extraordinary and/or organisational needs of the Monumental Complex and/or of VFD or in the case of bad weather that VFD will propose, alternatively, to: i) reschedule the Booking in a date to be determined, in any case within 12 (twelve) months following the date of the Booking, or ii) proceed with a 100% refund of the total amount paid, it being understood that the amount corresponding to the pre-sale commission will remain definitively acquired by VFD, any exception to this is hereby withdrawn;
- 4.2.2. with specific reference to Small Groups and Scheduled Guided Tours, the VFD Group, upon completing the Booking, may cancel the Booking by sending, within the terms set out below, an email to the address [tour@fabbricaservizi.it](mailto:tour@fabbricaservizi.it) for Small Groups and thematic Scheduled Guided Tours, or to [didattica@duomomilano.it](mailto:didattica@duomomilano.it) for Groups of families with children, as part of Scheduled Guided Tours, it being understood that, if the cancellation occurs: i) from the date of Booking to 3 (three) working days prior to the date of the Guided Tour, the Group will not be required to pay the amount of the VFD Guided Tour or 100% of the total amount paid will be refunded; ii) from 2 (two) working days prior to the date of the VFD Guided Tour





to the day of the VFD Guided Tour, or on the same as the VFD Guided Tour or if the Group does not show up, no refund shall be provided;

- 4.2.3. with specific reference to Large Groups and Educational Groups, the Group, upon completing the Booking, may cancel the Booking by sending, within the terms set out below, an email to the address [tour@fabbricaservizi.it](mailto:tour@fabbricaservizi.it) for Large Groups or to [didattica@duomomilano.it](mailto:didattica@duomomilano.it) for Educational Groups, it being understood that, if the cancellation occurs: i) from the date of Booking to 5 (five) working days prior to the date of the VFD Guided Tour, 100% of the total amount paid will be refunded; ii) from 4 (four) working days prior to the date of the VFD Guided Tour, or on the same as the VFD Guided Tour or if the VFD Group does not show up, no refund shall be provided;
- 4.2.4. with specific reference to Very Large Groups, the Group, upon completing the Booking, may cancel the Booking by sending, within the terms set out below, an email to the address [tour@fabbricaservizi.it](mailto:tour@fabbricaservizi.it), it being understood that, if the cancellation occurs: i) from the date of Booking to 10 (ten) working days prior to the date of the VFD Guided Tour, 100% of the total amount paid will be refunded; ii) from 9 (nine) working days prior to the date of the VFD Guided Tour, or on the same as the VFD Guided Tour or if the Group does not show up, no refund shall be provided.

#### **4.3 Duomo Smart Experience**

- 4.3.1. Pursuant to Art. 59, Paragraph 1, Letter n) of the Consumer Code, the right of withdrawal referred to in Artt. 52 et seq. of the Consumer Code does not apply to transactions carried out through the Website. The Customer, in fact, acknowledges that since the Contract concerns products and services relating to free time to be provided on a specific date or within a specific period of execution, the right of withdrawal referred to in Art. 52 of the Consumer Code does not apply;
- 4.3.2. without prejudice to the provisions of Art. 2.4.10, the price paid at the time of purchase of the Duomo Smart Experience cannot be modified or refunded in any way, not even in the event that the Customer decides not to carry out the Duomo Smart Experience for personal reasons, such as, by way of example but not limited to, organisational reasons.

#### **5. Information and Complaints**

- 5.1 For any information or complaint, or for any communication relating to these GCS, the VFD Guided Tours and the Duomo Smart Experience, the Customer can contact Customer Services by writing to [info@duomomilano.it](mailto:info@duomomilano.it).

#### **6. Applicable Law – Competent Court**

- 6.1 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.
- 6.2 For anything not expressly indicated in these GCS, the Consumer Code and the Italian Civil Code will apply.
- 6.3 For any dispute in any way connected to the Contract concluded between VFD and the Third-Party Group, according to these GCS, the court of the place where the Customer resides and/or has its registered office or elected domicile will be competent.

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Milan, July 28th, 2025

Veneranda Fabbrica del Duomo di Milano