

Annex 2

TERMS AND CONDITIONS OF CONTRACT

between

- **Parco Archeologico del Colosseo**, fiscal code and VAT number 14490011005, with registered office in Piazza Santa Maria Nova, 53 – 00186 Rome (RM - Italy), established pursuant to the Ministerial Decree no. 15 of 12 January 2017, a general-level Institute of the Ministry of Culture of significant national interest with special autonomy, in the person of the *pro tempore* General Director and legal representative Ms. Alfonsina Russo (“**PAC**”)

and

- the **Operator**, as identified in the Confirmation of Interest (as defined below) of which these terms and conditions of contract (the “**Terms and Conditions**”) form part (PAC and the Operator are also defined, collectively, as the “**Parties**” and each of them, individually, as a “**Party**”).

RECITALS

- A. Following the award in favour of the Temporary Association of Companies (*Raggruppamento Temporaneo di Imprese*) composed by the lead company (*mandataria*) *CNS Consorzio Nazionale Servizi soc.coop.* and the principal (*mandante*) MIDATicket S.r.l. (“**RTI**” or even the “**New Contractor**”) of the open tender called by *Consip* pursuant to art. 60 of the Italian Legislative Decree no. 50/2016 - CIG 94208581F6, PAC and the same RTI entered into a contract for the management of the ticketing service at the Park (the “**Ticketing Service**”).
- B. PAC will, *inter alia*, create a new B2B platform reserved for economic operators who intend to purchase, under the terms and conditions better specified below, access tickets to the Park (the “**Platform**”). In order to test the functionality of the Platform while ensuring continuity of the Ticketing Service, a transitional phase has been planned until 31 December 2024 (the “**Transitional Phase**”), at the end of which, *inter alia*, it is the intention of the PAC to establish an official register of its partners meeting certain registration requirements (the “**PAC Partners Register**”).
- C. By public notice dated 29 February 2024, PAC has invited economic operators with specific and proven experience in the tourism sector (the “**Invitation**”) to confirm their interest for the creation of an official register of a provisional nature of its partners with the registration requirements expressly provided for in article 2 of the said Invitation (the “**Provisional Register**”).

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In consideration of the above recitals, the Parties acknowledge and accept that these Terms and Conditions have been prepared and will be applicable as an agreement between the Parties, under the conditions specified below, in relation to the Transitional Phase.

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DEFINITIONS

In addition to the terms defined elsewhere in this document, the following terms, where capitalized, shall have the meanings ascribed to them hereinbelow:

“**Agreement**” means the agreement between the Parties relating to the Transitional Phase, consisting of the Confirmation of Interest, these Terms and Conditions and their respective annexes and appendices.

“**Confirmation of Interest**” means the application by which the Operator has confirmed its interest following the Invitation, aimed at the Operator’s registration in the Provisional Register during the Transitional Phase.

“**End User**” or “**Visitor**” means the natural person who is the end user of the Access Tickets.

“**Operator**” means the professional tour operator in the sector who meets the requirements set out in the Invitation and is authorised to sign these Terms and Conditions, exclusively a travel agency and/or tour operator who, in the global offer of tourist services to the End Users, carried out as a professional pursuant to the relevant legislation in force, intends to include visits to the Park.

“**Operators’ Regulations**” means the regulations for economic operators governing the conditions for the purchase of access tickets for the Park, soon to be adopted by PAC.

“**PAC Website**” means the website www.colosseo.it.

“**Park**” means the following archaeological sites and places of culture managed by PAC: Flavian Amphitheatre (Colosseum), archaeological area of the Roman Forum-Palatine and Domus Aurea.

“**Ticket**” or “**Access Ticket**” means the access tickets to the various sites of the Park that may be purchased pursuant to this Agreement - exclusively through B2B channels - by the Operators registered in the Provisional Register, for the sole purpose of resale to the End User in combination with one or more additional services constituting a quality tourist/cultural offer.

“**Visitors’ Regulations**” means the regulations for visitors governing the general conditions for the purchase of access tickets for the Park, soon to be adopted by PAC.

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- 1) These Terms and Conditions, attached to the Confirmation of Interest, govern the purchase of Tickets by the Operator - if registered in the Provisional Register following acceptance of the Confirmation of Interest - during the Transitional Phase, in compliance with the conditions that will be defined in the Operators’ Regulations and according to the technical-operational procedures referred to in Appendix A (*Technical-operational procedures*) to this Agreement. It is hereby understood that, during the period of effectiveness of this Agreement, PAC reserves the right to make changes to the conditions that will be defined in the Operators’ Regulations, as well as to the technical-operational procedures referred to in Appendix A (*Technical-operational procedures*).
- 2) The data of the Operator and its communication channels (ordinary and/or certified e-mail), provided by the same with the Confirmation of Interest under its direct and exclusive responsibility, are all to be deemed as necessary and mandatory for the proper performance of the contractual relationship and a prerequisite for the acceptance of the Confirmation of Interest, as well as for the registration in the Provisional Register.

PAC declines any responsibility for any consequence deriving from incorrect indication and/or malfunctioning of the e-mail addresses (ordinary and/or certified) communicated by the Operator and reserves the right to suspend the relationship with the Operator in the event of receipt of non-delivery notification.

The Operator undertakes to promptly communicate any change in the above addresses and to indemnify PAC from any consequence in the event of non-communication/incorrect receipt of communications, following failure to communicate data changes.
- 3) Each Operator may send a single Confirmation of Interest, it being understood that this limitation is also applicable in respect of any controlling, controlled or subject to common control, directly or indirectly, pursuant to art. 2359 of the Italian Civil Code, companies, entities and/or natural persons. Each Operator will be able to indicate a single contact person for all communications with PAC, promptly updating the designation in the event of turnover.
- 4) Following registration in the Provisional Register, Operators may - according to the conditions that will be defined in the Operators’ Regulations and the procedures set out in Appendix A (*Technical-operational procedures*) - request the purchase of Tickets, specifying, on a monthly basis and for the entire period of the Transitional Phase (*i.e.* from 1 May to 31 December 2024), the desired quantity and time slot. The Tickets will be allocated by PAC, through the New Contractor, subject to availability and in compliance with the provisions contained in the Operators’ Regulations and in Appendix A (*Technical-operational procedures*).
- 5) The Operator is required to declare its sales channels (online sales channels and physical points of sale in the territory) and to inform the End User in advance, in a clear and adequate manner, about the terms and conditions of the sale of the Tickets, including the indication that no pre-sale fee is required for the conclusion of the Ticket purchase transaction. For the sake of clarity, the Operator shall offer the Ticket at the price indicated by PAC, it being understood that each Ticket may not be resold individually to the End User but must be offered in combination with one or more additional services constituting a quality tourist/cultural offer.

- 6) During the Transitional Phase, PAC reserves the right to carry out checks on Operators' compliance with the terms and conditions set out in this Agreement.
- 7) During the Transitional Phase, sub-distribution of Tickets by Operators through third parties is permitted under the following conditions:
 - the Operator who intends to use third parties as sub-distributors is required to submit to PAC, through the Confirmation of Interest, the exhaustive list of all partners/B2B sales channels in any capacity whatsoever ("**Reseller**") in respect of which the Operator intends to request prior authorization for sub-distribution;
 - Resellers shall meet the same requirements as those set out in article 2 of the Invitation for the entire duration of the relevant sub-distribution relationship with the Operator;
 - Resellers will be able to resell only what is authorized by PAC;
 - the list of Resellers may be subject to changes and additions only with the prior written authorization of PAC, to be requested in writing by the Operator.

The Operator undertakes and warrants the acceptance and compliance by the Resellers with all the terms and conditions set forth in this Agreement, it being understood that in the event of any non-compliance and/or conduct of the Resellers contrary to or not fully compliant with the aforementioned terms and conditions, the Operator shall remain solely responsible to PAC, committing itself from now on to indemnify and hold PAC harmless from any prejudice deriving from such non-compliance and/or conduct of the Resellers.

It is understood that if the Operator, at any time and for any reason or cause whatsoever, ceases to be registered in the Provisional Register, the authorization for sub-distribution by the Resellers shall also be considered automatically and immediately revoked.

- 8) Any changes in the tariffs and/or access methods will be published on the PAC Website.
- 9) All Tickets must be nominative, indicating the name of the End User. The change of the name of the End User will be allowed only in accordance with the provisions of Appendix A (*Technical-operational procedures*).
- 10) The End User must be adequately and correctly informed about the official prices of the Tickets, the procedures for entering the Park that will be defined in the Visitors' Regulations, as well as any subsequent updates, which will be responsibility of the Operator to verify on the PAC Website.

The layout of the Ticket, as provided to the Operator by PAC, through the New Contractor, may not be modified or customized in any way by the Operator.

Purchased Tickets are non-refundable to the End User for any reason or cause, except as provided in the Visitors' Regulations.

- 11) The End User has full responsibility for his/her Ticket. Therefore, in the event of loss, theft and/or other unavailability of the Ticket, no duplicate can be issued, or any refund granted to the End User, and PAC will not be liable for any reason whatsoever.

The Operator acknowledges that the procedures for entry to the Park sites may vary according to the decisions of PAC and agrees to comply and act in full compliance with the procedures that will be communicated by PAC through publication on the PAC Website.

Failure to comply with the entry procedures by the Operator and/or End Users related to the same Operator constitutes a serious breach of the Operator's performance and just cause for early termination of this Agreement to the detriment of the same Operator.

- 12) The operating procedures for requesting, booking, issuing and managing Tickets are described and regulated in Appendix A (*Technical-operational procedures*) to these Terms and Conditions, of which they are an integral and substantial part. The conditions of purchase and payment methods of the Tickets will be described and regulated in the Operators' Regulations.
- 13) PAC declines all responsibility for any interruptions to the Ticketing Service in the event that extraordinary events occur beyond the direct control of PAC, including any cancellations, variations or modifications that may be established by the organizers of exhibitions and/or events.

- 14) PAC will publish on its website any changes to the methods of ticket sales, access and visit to the Park and the dates and time slots for possible reservations, by updating the Operators Regulations.
- 15) In any case, the Operator undertakes to indemnify and hold PAC harmless from any claim/request of third parties (including End Users) regarding offers promoted and published on channels other than the PAC Website and used by the Operator in non-compliance with the terms and conditions set out in this Agreement. The Operator acknowledges that, in the event of disputes regarding such claims/requests, pending the resolution of any such issues without prejudice to PAC, the latter reserves the right to interrupt the effectiveness of this Agreement with immediate effect until their definitive resolution.
- 16) The Agreement is effective from the date of its signature by PAC until the end of the Transitional Phase.
In any case, PAC reserves the right to withdraw from the Agreement at any time by written communication to be sent to the Operator with at least 15 (fifteen) calendar days prior notice.
- 17) No other methods of purchase are permitted than those provided for in Appendix A (*Technical-operational procedures*) and that will be defined by the Operators' Regulations. In particular, the Operator undertakes not to purchase, directly and/or indirectly, tickets and/or admission tickets through channels other than those provided for herein, with particular but not exclusive reference to B2C channels.
- 18) By signing the Confirmation of Interest and these Terms and Conditions, the Operator declares that it is fully aware of the fact that access to the Park areas has its own rules and entry procedures and undertakes to comply with them and ensure that they are scrupulously respected by its assignees. The Operator also confirms that it is aware that the aforementioned entry rules and procedures may be varied by PAC at its sole discretion and assumes the responsibility of promptly informing itself of any changes, which it will naturally be required to fully comply with. To this end, the Operator shall refer to the updates published on the PAC Website, as the only official source, being the periodic consultation of which an Operator's precise and exclusive responsibility.
- 19) The effectiveness of this Agreement is subject to the acceptance by PAC of the Confirmation of Interest for the registration of the Operator in the Provisional Register, at the sole and undisputable discretion of PAC.
- 20) For the purposes of registration in the Provisional Register referred to in the previous article, the Operator shall be in possession, at the time of signing this Agreement and for the entire duration of the same, of the general, professional and technical-operational requirements referred to in article 2 of the Invitation and shall have provided all the relevant declarations and documentation required.
- 21) The following documents form an integral and substantial part of this Agreement:
 - **Appendix A** (*Technical-operational procedures*)and, once adopted and published on the PAC Website, will form an integral and substantial part of this Agreement:
 - **Operators' Regulations,**
 - **Visitors' Regulations.**
- 22) The Operator acknowledges that the management of the Ticketing Service and the creation of the Provisional Register during the Transitional Phase, as well as the implementation of the Platform and the future creation of the PAC Partner Register, is and will be functional to the achievement of the following goals:
 - improving the visiting experience of the general public;
 - reduction of violations through preventive, regulatory and control activities;
 - reward mechanisms for Operators based on objective criteria established and disclosed by PAC;
 - fairness of the distribution chain of the Access Tickets;
 - improvement of the service through data collection and real-time analysis.

The Operator undertakes to make its best efforts to achieve the above goals, in good faith and on the basis of the applicable professional principles, acknowledging that the same goals represent an essential factor for the registration of the Operator in the Provisional Register.

- 23) This Agreement supersedes and replaces any other agreements or understandings between the Parties with respect to the same subject matter. Any modification of the terms and conditions thereof shall be valid and effective only if agreed in writing between the Parties. Under no circumstances may a modification of this Agreement be inferred from the non-compliant conduct of one Party and/or the tolerance shown by the other Party with respect to such non-compliant conduct.
- 24) By submitting its Confirmation of Interest, the Operator authorizes PAC to communicate its personal data to third parties exclusively in relation to legal and/or compliance obligations in any case connected with the Agreement (Italian Legislative Decree no. 196/2003 as amended by GDPR - EU Reg. 2016/679 and Italian Legislative Decree no. 101/2018).
- 25) This Agreement may be terminated by PAC with immediate effect, pursuant to and for the purposes of article 1456 of the Italian Civil Code, in the following cases of non-compliance by the Operator, without prejudice to compensation for damages suffered by PAC:
- breach of the terms and/or conditions for the purchase and distribution of Tickets referred to in Appendix A (*Technical-operational procedures*) and/or the Operators' Regulations;
 - violation of the rules and procedures for entry to the Park by the Operator and/or its assignees pursuant to article 11) above;
 - loss of the requirements referred to in article 2 of the Invitation.
- 26) This Agreement is governed by the Italian law.

For any and all disputes relating t/o the interpretation/execution/termination of this Agreement or in any case connected to this Agreement, the Parties agree to the exclusive jurisdiction of the Court of Rome, with the express exclusion of any and all other alternatively competent Courts.

Rome,

Operator
(Stamp and signature)

Parco Archeologico del Colosseo
(Stamp and signature)

Pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code, the Operator declares to specifically approve the following clauses: 1) unilateral amendments; 2) limitation of PAC's liability for omitted and/or incorrect communication of data; 5) pre-sale tariff; 6) controls; 7) Resellers; (8) unilateral amendments; 11) express termination clause; 13) limitation of liability; 15) indemnity; 16) duration and right of withdrawal; 18) express termination clause; 23) subsequent amendments to this Agreement; 25) express termination clause; 26) Applicable law and Jurisdiction.

Operator
(Stamp and signature)