

## **PRE-CONTRACTUAL INFORMATION - GENERAL TERMS AND CONDITIONS OF SALE**

Terms and conditions relating to all activities, services, events and physical objects, sold through the Orsolina28 site, for a fee or free of charge, including all platforms/management systems to which the site is linked - Paypal, Sportricket, YEP, Shopify, Beddy, Eventbrite.

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## 1. General information

Effective date: March 31, 2025

Last updated date: September 27, 2025

- The website "Orsolina28" ("The **Website**") is managed by **Orsolina28 Art Foundation ETS** (the "**Society**") and also acts as a sales site for the purchase of courses/workshops/events/merchandising (the "**Services**").
- The website "Orsolina28" ("The **Website**") also welcomes the projects and services of the companies of the Orsolina28 Group, specifically **Scuola28 SSDRL**, **Village28 SRL** and **Orsolina Società Agricola Semplice**. The Orsolina28 Group companies offer services and products through their spaces and websites. Specific agreements have been entered into between the group companies regarding the purposes of collecting and methods of processing personal data. Subject to these agreements, the Orsolina28 Group companies act as Joint Data Controllers on personal data pursuant to Article 26 of the GDPR. Specifically, joint data controllership concerns personal data voluntarily provided in order to purchase the services offered or products listed in this document.
- The use of masculine language in this Agreement is for convenience only and refers to both men and women.
- Purchases through the Site are subject to the terms set out in these Terms and Conditions.
- The mere purchase of Services on the Site will constitute a declaration by the customer that he or she has read, understood, and accepted the terms of these policies. The statutes constitute a binding contract between the purchaser and the Company.
- The offer and sale on the Site constitute a distance contract governed by art. 50 et seq. of Legislative Decree no. 206 of 6 September 2005 ("Consumer Code") and by Legislative Decree no. 70 of 9 April 2003, containing the rules of electronic commerce.
- Orsolina28 reserves the right to update or modify these General Conditions at any time, provided that the General Conditions published at the time the purchase order is placed apply to each purchase contract. To this end, users are encouraged to save a copy of the General Conditions from time to time.
- If the user does not intend to accept the changes to the General Conditions, he or she may withdraw by providing 7 days' notice via email. Continued use of the Services constitutes an implicit acceptance of the General Conditions.
- All contracts are governed by Italian law, with reference to the Civil Code for anything not expressly provided for. Any disputes shall be subject to the exclusive jurisdiction of the Court of Turin, unless otherwise agreed between the parties.

## 2. Purchase

- The Site allows customers to purchase the Services in a simple, convenient and secure way via the Internet.
- The Services can be purchased on the Site at any time, unless otherwise indicated.
- Purchases on the Site can be made, depending on the management system, by credit card or online payment system (Paypal, MyBank, BPay, Alipay.com, Unionpay, WeChat Pay) and the transaction will be processed after approval by the credit card company.
- The price of the Services on the Site includes any applicable taxes. No taxes are added to the displayed price.
- The Company reserves the right to discontinue marketing and selling the Services at any time and to deny the right to purchase on a sales site at its discretion.
- Promotional codes are valid for one-time use by the recipient, unless otherwise stated.

## 3. Cancellation and Refund Policy - INTENSIVE or WORKSHOP

Sales and booking channel: YEP ([booking.orsolina28.it](https://booking.orsolina28.it)).

*Any registration fees for the selection process are never refundable.*

### 3.1. Cancellation of the event by the organizer

(e.g. due to failure to reach the minimum number of participants or reasons not attributable to the organizer)

The organizer undertakes to promptly notify registered participants of the cancellation of the Service and the participant will be granted a full refund of the registration fee already paid.

No refunds will be given for airline/train tickets, hotel costs, other tickets or payments, or any similar penalties or related or unrelated losses, costs and/or expenses that the member may incur or have incurred as a result of any cancellation or modification of the trip.

The refund will be processed within 7 working days from the date of cancellation.

### 3.2. Self-cancellation by the participant due to inability to attend the event

#### 3.2.1. Events without overnight stay

- **Cancellations within 81 days of the event date:** 90% refund.
  - **Cancellations within 80 days of the event date:** 50% refund.
  - **Cancellations within 40 days of the event date:** no refunds.
- The dates indicated on the booking platform will always be valid.*

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Each registration is strictly personal and nominative. Transferring your registration to another person is not permitted; anyone else must register again using the dedicated registration system. If the event is fully booked, priority will be given to participants already on the waiting list.

## 3.2.2. Events with overnight stay

- **Cancellations within 81 days of the event date:** 90% refund.
  - **Cancellations within 80 days of the event date:** 50% refund.
  - **Cancellations within 40 days of the event date:** no refunds.
- The dates indicated on the booking platform will always be valid.*

Each registration is strictly personal and nominative. Transferring your registration to another person is not permitted; they must register again using the dedicated registration system. If the event is fully booked, priority will be given to participants already on the waiting list.

## 4. Cancellation and Refund Policy - SHOWS

Sales and booking channel:

### 4.1. Cancellation of the event by the organizer

The organizer undertakes to promptly notify those who have booked of the cancellation of the Show. Since the shows are free, there are no refunds.

In case of rain, if the show is scheduled for the Open Air Stage, it will be moved to The Eye, and only the first 220 people who have booked tickets will be allowed access.

For privacy reasons, it is not possible to communicate the position on the booking list.

### 4.2. Self-cancellation by the participant due to inability to take part in the show

If you are unable to participate, you have two options:

1. Transfer your ticket to another person without having to change your reservation. The new participant simply needs to show their ticket at the entrance.
2. Cancel your reservation through Eventbrite, freeing up the space for other attendees.

## 5. Cancellation and Refund Policy - EVENTS

Sales and booking channels: SPORTRICK - YEP - SHOPIFY

### 5.1. Cancellation of the event by the organizer

(e.g. due to failure to reach the minimum number of participants or reasons not attributable to the organizer)

The organizer undertakes to promptly notify registered participants of the cancellation of the Service and the participant will be granted a full refund of the registration fee already paid.

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No refunds will be given for airline/train tickets, hotel costs, other tickets or payments, or any similar penalties or related or unrelated losses, costs and/or expenses that the member may incur or have incurred as a result of any cancellation or modification of the trip.

The refund will be processed within 7 working days from the date of cancellation.

## **5.2. Self-cancellation by the participant due to inability to attend the event**

### **5.2.1. Events without overnight stay**

- **Cancellations within 2 days of the event date:** full refund.
- **Cancellations the day before the event:** 50% refund.
- **Cancellations made on the day of the event:** no refunds.

Each registration is strictly personal and nominative. Transferring your registration to another person is not permitted; anyone else must register again using the dedicated registration system. If the event is fully booked, priority will be given to participants already on the waiting list.

### **5.2.2. Events with overnight stay**

- **Cancellations within 14 days of the event date:** full refund.
- **Cancellations between 13 days and 7 days before the event:** 50% refund.
- **Cancellations made less than 7 days before the event:** no refunds.

### **5.2.3. Events with shuttle service included**

You can cancel or modify a reservation by calling +3901411917277 directly or by sending an email to [info@orsolina28.it](mailto:info@orsolina28.it):

- **Cancellation within 10 days** of the event date: 100% refund
- **Cancellation within 3 days** of the event date: 90% refund
- **Cancellation within 1 day** of the event date: no refund.

Each registration is strictly personal and nominative. Transferring your registration to another person is not permitted; they must register again using the dedicated registration system. If the event is fully booked, priority will be given to participants already on the waiting list.

## **6. Cancellation and Refund Policy - ORDINARY LESSONS SCUOLA28 - WELLNESS**

Sales and booking channel: SPORTRICK (<https://ecommm.sportrick.com/Orsolina28/WebRegistration>)

### **6.1. Cancellation of the event by the organizer**

The organizer undertakes to promptly notify those booked of the cancellation of the lesson.

The subscriber will be notified immediately. The credit used to book the lesson will be shown on the card.

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## **6.2. Self-cancellation by the participant due to inability to attend the lesson**

It is possible to cancel the reservation **within 2 hours of the start of the lesson.**

After this period of time, it will no longer be possible to unregister from the lesson and the credit will no longer be credited.

## **7. Cancellation and Refund Policy - ORDINARY LESSONS SCUOLA28 - DANCE SCHOOL**

Sales and booking channel: SPORTRICK

### **7.1. Cancellation of the event by the organizer**

The organizer undertakes to promptly notify registered participants of the cancellation of the lesson. The date of any possible rescheduled lesson will be communicated at the same time.

### **7.2. Self-cancellation by the participant due to inability to attend the lesson**

The member undertakes to promptly notify the inability to attend the lesson. There are no individual make-up sessions for missed lessons.

## **8. Cancellation and Refund Policy - SCUOLA28 SERVICES (e.g. Turkish bath, free swimming entrances)**

Sales and booking channel: SPORTRICK

### **8.1. Cancellation of the service by the organizer**

The organizer undertakes to promptly notify participants of the cancellation of the service. The subscriber will be notified immediately re-accredited the credit used to book the service on the card.

### **8.2. Self-cancellation by the participant due to inability to use the service**

It is possible to cancel the reservation **within 2 hours of the start of the chosen/selected time slot.**

After this period of time, it will no longer be possible to cancel the requested service and the credit can no longer be credited.

## 9. Return and Refund Policy - MERCHANDISING

Sales channel: SHOPIFY

### 9.1. Return Policy

- Return or replacement requests are accepted **within 14 days of delivery** of the article.
- All products must be returned in the same condition as they were delivered: any item not in its original condition, damaged or with visible signs of wear will not be refunded or replaced.
- The products must be packaged correctly and must be complete with all their components, including paper ones, and, if possible, in the original packaging.
- Orsolina28 is not responsible in any way for damage caused during shipping of the returned product and recognizes the right to refuse acceptance of the return or replacement if upon opening the package the product appears damaged or non-compliant in any way.
- A receipt or proof of purchase is required to complete your return or exchange.
- Promotional items are non-refundable unless a defect attributable to the seller can be demonstrated.

### 9.2. How to request a refund or replacement

- To request the **reimbursement** please send an email to [info@orsolina28.it](mailto:info@orsolina28.it) specifying the order number, the item for which the return is requested, and the reason for the request.
- To request the **replacement** please send an email to [info@orsolina28.it](mailto:info@orsolina28.it) specifying the order number, the item for which you are requesting a replacement, the reason for the request, the specifications of the new product and the shipping address for the new goods.
- Products for which a refund or replacement is requested must be sent to **Orsolina28, Strada Caminata 28, 14036 Moncalvo (AT) - Italy.**

### 9.3. Refund Policy

- Shipping costs for returning the item are the responsibility of the buyer.
- Original shipping charges are non-refundable.
- Orsolina28 is not responsible in case of loss or non-delivery of the returned item by the courier: items lost during the return process will not be refunded or replaced.
- Upon receipt of the return, Orsolina28 will send an email to inform you of the acceptance or rejection of the refund request and, if successful, the refund method will be agreed.

## 9.4. Damaged items

- Orsolina28 replaces items free of charge only if they are defective or have been damaged during transport.
- When requesting a return or replacement, please attach a photograph of the defective/damaged item and/or any package damaged during shipping.
- Orsolina28 will refund the shipping costs for returning the defective/damaged item.
- The shipping costs for the new goods are paid by Orsolina28.

## 10. Cancellation and Refund Policy - OVERNIGHT STAY

Unless otherwise communicated, for example for participation in an event with overnight stay included, the following policy applies:

- it is required **advance payment** of the total amount;
- **cancellation within the 21st day** from the start date of the stay: 100% refund;
- **cancellation after the 21st day and within the 15th day** from the start date of the stay: 95% refund;
- **cancellation after the 15th day and within the 10th day** from the start date of the stay: 50% refund;
- **cancellation after the 10th day** from the start date of the stay: no refund;
- **no-show**: no refunds.

## 11. Cancellation and Refund Policy -B2B EVENTS

The term B2B events refers to all those events aimed at companies and professionals. Events are organized at the facilities of Orsolina28 Group companies, with the support of company professionals, but management is the responsibility of the organizing company or professional. The following applies to written contractual agreements (Contract): the contract is validated by written confirmation from the Company or by issuing an invoice and paying the confirmation deposit. Both parties undertake to provide accurate and up-to-date information and to comply with the agreed-upon financial conditions.

### 11.1. Cancellation of the event by the organizer

- In the event that, due to reasons of force majeure, it is impossible to hold the B2B Event on the agreed dates, the Parties are not required to reschedule it.
- In the event that the Company, for reasons other than force majeure, communicates that it is unable to hold the B2B Event, Orsolina28 will have the right to request reimbursement from the Association for the management costs incurred (specified in the Contract).

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- In the event that the Company, for reasons attributable to it, communicates that it cannot carry out the B2B Event, and Orsolina28 does not intend to exercise the right of withdrawal referred to in this Article 8, Orsolina28 may automatically terminate the Agreement pursuant to art. 1456 of the Italian Civil Code and the Company will be required to pay a penalty, without prejudice to further damages, equal to: (i) 50% of the Minimum Guaranteed Fee (specified in the Contract), in the event that the cancellation notice is sent within 15 days prior to the start date of the B2B Event; (ii) 80% of the Minimum Guaranteed Fee in the event that the cancellation notice is sent between 14 and 3 days prior to the Experience; (iii) the entire Minimum Guaranteed Fee in the event that the cancellation notice is sent within two days prior to the B2B Event.

- In any case, Orsolina28 retains the right to compensation for any additional damages and the right to offset the penalty against any advance payment received, up to the maximum amount. The Association hereby approves and considers the penalties to be appropriate and proportionate.

- In any case, if the Company fails to properly fulfill its obligations under the Agreement, and in particular Articles 3 and 6, the Agreement may be terminated by operation of law pursuant to Article 1456 of the Italian Civil Code, and Orsolina28 will be entitled to compensation for damages.

## 112. Self-cancellation by the participant due to inability to participate

- No refunds are provided.

## 11.3. Cancellation of the event by Orsolina28

- In the event that Orsolina28, for reasons attributable to it, communicates that it cannot carry out the B2B Event, the reimbursement of the entire confirmation deposit received and of any other expenses incurred for its organization is foreseen.