Terms and conditions - eDreams

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1. Use of the website

1.1 This website is available to all users (hereinafter referred to as "User" or "You"), subject to these general terms and conditions (hereinafter "T&Cs"). When You make a purchase on the website or use this website in any way, You accept these T&Cs.

1.2 This Website is owned and operated by Vacaciones eDreams, SL (*Sociedad Unipersonal*), a Spanish limited liability company, with registered address at Passeig Zona Franca 191-205, 08038, Barcelona, Spain, VAT Number B-61965778, telephone number (+34) 935088558 (hereinafter, "eDreams"). eDreams is registered in the Trade Registry of Barcelona, under the Volume 31.908, Page 69, Sheet B-200680, Inscription 1st and it is the holder of the Travel Agency License number GC-88MD.

1.3 The User states to be of legal age and possesses the necessary legal capacity to comply with this agreement and use the Website in accordance with these T&Cs, which are understood and acknowledged in full. The User shall be responsible for safeguarding any passwords provided by eDreams in order to enter the website, and guarantees that no unauthorised third parties shall gain access to

them. The User is liable for any financial consequences derived from the undue use of this Website by unauthorised third parties using said passwords. The User declares that all information provided by them in order to enter the Website, before and during use, is true, complete and accurate and warrants keeping this information updated.

1.4 This Website is solely and exclusively for the User's personal use. It is prohibited to modify, reproduce, duplicate, copy, distribute, sell, resell, or exploit it in any way for commercial ends or equivalent purposes.

1.5 The User agrees to not use this Website for illegal or improper purposes. In particular, the User accepts that the products or services purchased through this Website are for their own use or consumption, or for the use and consumption of the persons in whose name they are legally authorised to act. The User may not resell the products or services purchased through this Website to third parties. eDreams reserves the right to deny access to the Website at any moment with no prior notice.

2. Operation of the website

2.1 Through this Website, eDreams offers a search and comparison service of travel products or services available on the market, as well as an intermediary service for the purchase of the services You select. A purchase on this Website is considered any order for products or services made with an obligation to purchase and which has been confirmed by eDreams. When You purchase travel products or services through this Website, it is formalised into an agreement directly with the Travel Provider/s. eDreams does not enter into the contractual relationship relating to the products or services that You purchase, unless expressly indicated as such. Any query or consultation relating to products or services purchased must be directed to the corresponding travel Provider.

2.2 The term "Travel Provider" includes, as appropriate, airlines, tour operators, holiday package suppliers, hotels, hotel chains and Hotel Aggregators, insurance providers, vehicle suppliers and cruise lines.

2.3 eDreams will assist You in the purchase of products or services, intervening in your name for the procurement of said purchases with the Travel Provider/s. This agreement is subject to the terms and conditions of each travel Provider, who can limit or exclude their responsibility. In order for You to review the terms and conditions of your corresponding Travel Provider. You may contact them directly. Ensure that You consult the applicable terms and conditions of your Travel Provider/s, especially those relating to cancellation fees.

2.4 By using this Website to purchase products or services, You authorise eDreams to act as your representative during the procurement process from the corresponding Travel Provider/s, as well as for the payment of these products or services on your behalf, as necessary, in order to guarantee that the transaction between You and your Travel Provider/s is carried out correctly. For this reason, eDreams will charge You an administration fee, depending on the product or service purchased. In any event, You will have all the necessary information on the final full price of the products or services before starting your purchase or order with an obligation to pay.

2.5 The final full price of the products or services selected shall be confirmed once the process of searching, comparison and selection has been completed and the price is available, with a breakdown of costs, before deciding to click on "ACCEPT AND PURCHASE". The prices are displayed with the daily calculated exchange rates and can therefore vary on a daily basis in accordance with exchange rates. Likewise, taxes will fluctuate in accordance with exchange rates. When You start a purchase, the exchange rate is fixed at that moment and shall be applied to the modifications and cancellations of all products or services that comprise your purchase. The currency exchange rates are established by eDreams.

2.6 After ordering your purchase, You will receive a confirmation email, which shall act as a contractual document. This first confirmation email shall contain all the details of the products or services requested. We shall then confirm that your purchase has been entered correctly in the system of your Travel Provider/s and that payment can be processed correctly. Our obligation to process your purchase is subject to payment having been made in full. Once all details are correct, You will receive a second email, within an approximated period of one (1) working day after having received the first email, confirming that your purchase has been processed. In the event that,

for any circumstance beyond eDreams, some of the orders which form part of your purchase cannot be processed, we will contact you immediately to inform and assist you. PLEASE, NOTE THAT IF THE PRODUCT PURCHASED IS A FLIGHT FROM A LOW COST AIRLINE, IT IS POSSIBLE THAT YOU WILL ONLY RECEIVE ONE EMAIL CONTAINING THE ORDER CONFIRMATION AND THE TICKET ISSUE CONFIRMATION. IN ANY CASE, PLEASE, DO NOT GO TO THE AIRPORT IF YOU HAVE NOT RECEIVED THE TICKET ISSUE CONFIRMATION FOR ALL THE TICKETS WHICH FORM PART OF YOUR PURCHASE.

2.7 We reserve the right to cancel your purchase in the event of having reasonable motives to believe it is fraudulent. In these circumstances we will attempt to contact You, using the email address provided during the search, comparison and selection process, or through your bank. In the event of not being able to contact You or your bank, your purchase shall be automatically cancelled.

2.8 In compliance with article 27 of Law 34/2002, of 11 July, of the Information Society Services, we inform You that the email document through which the agreement is formalised is the confirmation emails. This information, apart from being sent to You by email, shall be filed in the eDreams records and may be accessed at any moment, as requested.

2.9 In relation to the optional or special requests options relating to any product (e.g. meals, disabled facilities, child seats etc.), eDreams reminds to You that it cannot guarantee any such requests, since eDreams only pass these requests on to the corresponding Travel Provider/s. You have to confirm with the Travel Provider or hotel whether such special requests can be fulfilled and carried out. In addition we must expressly inform You that the request for any optional or special elements, concerning flight purchases, could cause a delay to the issuing of your ticket, with a consequent risk of an increase in the airline rate or of no spaces being available when the travel Provider processes your request.

3. Conditions of purchase

3.1. Cancellations and changes

3.1.1 The chance to modify or change a travel product or service booked through this Website, and the manner in which to do so, will depend on the terms and conditions of your Travel Provider/s, associated to the fare type selected. Therefore, it may not be possible to cancel or modify the products or services requested, or it may be necessary to comply with specific requirements. In the event of You making any modifications to your purchase (cancellation and/or modification) through eDreams, an administration fee will be charged of **FIFTY EUROS (€50) per person and journey cancelled and/or modified**. These administration fees for cancellation and/or modification do not include taxes charged directly by your Travel Provider/s. In the event that You make a change to your purchase, please note that the current price does not bear any relation to the cost of making the change.

3.1.2 In relation to the purchase of **flight tickets**, please note that for itineraries consisting of different routes and more than one base fare, more than one set of fare rules may apply. In this instance, the most restrictive fare rules will be applied. You should read all fare terms and conditions relating to your booking. If changes or cancellations are permitted, they can be effective by calling eDreams. Please note that if You have purchased a return ticket, a 'no-show' for the outward journey may result in your return ticket being cancelled by the airline. Changes and cancellations cannot be made by email. You may contact the eDreams customer service centre by phone.

3.1.3 In relation to **hotel bookings**, the hotel's specific terms and conditions for cancellations and modifications will be available to view on our Website during the booking process or by prior request to our Customer Service centre, which will also be explained in your confirmation email. When You modify a booking, it is your responsibility to ensure that it does not conflict with any other product or service You have purchased.

3.1.4 In relation to **car rentals**, the car rental provider's specific terms and conditions for cancellations and modifications will be available to view through a link on our Website or by prior request to our Customer Service centre. Please, note that if You fail to cancel

your booking prior to the pick-up time and do not collect the vehicle on the pick-up date, or of You fail to comply with the pick-up terms (see car supplier terms and conditions), most of the car rental providers reserve the right to make a 'no-show' charge of up to 100% of the total value of the vehicle rental.

3.1.5 In relation to the **purchase of cruise line tickets**, the specific terms and conditions of the cruise line Travel Provider relating to cancellations and modifications will be available on the documentation supplied directly by the Travel Provider and/or on their Website. You may not manage any bookings relating to the purchase of cruise tickets directly on the eDreams Website, as eDreams only provides space on its Website for the promotion of their products and/or services. Please note that if You fail to cancel your booking prior to the pick-up time and do not take the cruise on the pick-up date, or of You fail to comply with the pick-up terms (see cruise line terms and conditions), the cruise line reserves the right to make a 'no show' charge of up to 100% of the total value of the ticket.

3.2. Prices and payment terms

3.2.1 The total price of your purchase along with the corresponding breakdown and the eDreams service fees will be shown once You have selected all the specific products or services You would like to purchase, before the actual purchase process begins. The said price will include the price of all of the products or services selected and the eDreams service fees. Please note that the eDreams charges are independent of the cost of the products and/or services selected, and are non-refundable as they are charged for the services provided by eDreams for searching, comparing and assistance during the booking procedure.

3.2.2 eDreams service fees will vary according to the products or services selected. Additional charges will apply if your purchase is made by phone or if changes or refunds are requested. In the event that You use an unfunded credit card or a credit card which is rejected by the bank due to any reason, eDreams will charge an estimated service fee of up to **TWENTY EUROS (€20)** and will provide You with instructions to make the payment of your purchase effective. Once the full payment has been made, the estimated service fee will be refunded by deducting it from the final price of your purchase. You will not have the right to receive any of the products or services requested until full payment has been received. In relation to the use of credit cards without funds, or those that are rejected by the bank for any reason, it is brought to your attention that due to the nature of travel products, there is the possibility that the cost of your products or services may suffer a price change at the moment of purchasing and settlement of the full amount, therefore You must accept the updated price at the moment of making the payment.

3.2.3 Please note that some airlines charge for flights directly. In the case of any problem with payment You will be contacted by us within forty-eight (48) hours from your purchase (or within twenty-four (24) hours if You are travelling within forty eight (48) hours). You shall be held responsible for any increase in price occurring before your purchase has been confirmed. Also note that payment to airlines and payment made to eDreams shall appear as separate transactions on your credit card bill.

3.2.4 You can pay by any of the main credit card or debit cards, as listed on the Website. No other payment methods are accepted other than those shown on the Website.

3.2.5 For the purpose of providing greater security, You will be requested to enter your credit/debit card information for each eDreams purchase You make. This information will not be saved in our systems beyond processing payment for your purchase, and as appropriate, for processing claims for reimbursement of unreturned fees as set out in point 3.3. Please note that eDreams will need to share your credit/debit card information with the Travel Provider/s in order to formalise your booking/s. All the information will be encrypted in a secure server. You authorise eDreams to use the information from your credit/debit card(i) in order to purchase the products or services requested and to process the corresponding payment (ii) for the payment of the insurance premium and tourist assistance, as necessary, (iii) to process any applicable refunds (iv) for the payment of related costs (a) the use of certain debit or credit cards,(b) the request for changes to initial purchase or (c) the refund of unreturnedfees, as referred to in section 3.3 of these T&Cs.

3.2.6 As well as our general and additional charges, eDreams will also charge for any extra payment costs for using certain payment types. Please note that this is an automated process in which charges associated to payment methods actually used are detected and applied, regardless of whether You indicate You are using a different payment method. In any event, You will be provided with all the information on final prices, which will be duly broken down before the purchase process commences. eDreams reserves the right to claim from You any amount incurred by them due to rejected or returned payments through your bank or issuing body of your credit or debit card company. If You pay for your purchase with a third party's bank card, it is possible that written authorisation from the card holder will be required. eDreams reserves the right, both on its own behalf as well as on behalf of the Travel Provider/s to only offer e-tickets, confirmations, e-vouchers and other travel documents to the billing address of your bank card or to the email when requested by the card issuer. All email addresses used must be validated at the moment of making the booking.

3.2.7 eDreams is constantly striving to reduce or minimise the effects of fraudulent credit card transactions. In this regard, we reserve the right to carry out random checks, including electoral role checks, and the possibility of requesting proof of address by fax or post, along with a copy of your credit or debit card and a recent statement, before starting the issuing of tickets, in the event that our system detects that your transaction can be fraudulent. Please note that these checks will only be carried out during our standard office hours. As a result, all purchases made outside of our office hours cannot be issued until the following working day. Please note that these checks stop the processing of your purchase. eDreams cannot ensure the availability of the products or services and/or the price you have found until the purchase is duly processed. Also note that You shall be responsible for costs and expenses incurred by yourself in connection with the sending of proof of address by fax or post, ordering of a bank transfer and/or any action required to be able to process your purchase in a safer way.

3.2.8 In certain cases, subject to prior contact with the eDreams Customer Service centre, You may pay by bank transfer, as long as it is made by the holder of a bank account in the same country where the booking is made. In these cases, there must be a difference of at least six (6) working days between the date of purchase and the departure date of the ticket. By choosing bank transfer as the payment method eDreams will charge You the total amount of your purchase in one single payment. You must ensure that there are sufficient funds available to settle the payment. In the event of a returned payment due to lack of funds or for other reasons attributable to You, eDreams will charge You a service fee of **TWENTY EUROS (€20)** and will immediately give You instructions on how to make the payment for your purchase effective. This charge is due to bank charges and other associated costs incurred by eDreams. By choosing a bank transfer as your preferred payment method, eDreams reserves the right to retain possible refunds until full payment is irrevocably received.

3.3 Refunds

3.3.1 Refunds, as appropriate, shall be processed in accordance with the payment method used at the moment of purchase and on behalf of the person who made the original payment. In the process of refunding a flight booking, note that not all concepts that constitute the price of the ticket are refundable. Any refund, even when booked through eDreams, is processed in accordance with the refund policies of the Travel Provider/s concerned.

3.3.2 In the event of having purchased a non-refundable, non-changeable flight ticket and not being able to use the ticket, we would like to inform You that You may claim a refund for certain concepts charged at the moment of purchase:

(a) In the case of tickets issued by airlines belonging to IATA, it is necessary for You to expressly request the refund of unreturned fees from eDreams. If You wish to request the refund of unreturned fees through eDreams You may direct your request to the following address:

Departamento de Reembolsos de eDreams, Passeig Zona Franca 191-205, 08038, Barcelona, Spain. With this request, You authorise eDreams to carry out all necessary activities on your behalf to obtain said refund. Please note that the deadline for requesting the refund of unreturned fees in writing is twelve (12) months from the date of purchase of

the tickets or six (6) months from the date of the flight, if this is later. These refunds may only be processed using the payment method used at the time of purchase and all refunds are subject to the corresponding airline policy. The applicable service fees of eDreams for processing these refunds are **THIRTY FIVE EUROS (€35)** per person. You authorise eDreams to deduct these costs from the corresponding refund amount.

(b) In the case of tickets issued by airlines not belonging to IATA (i.e. "low cost airlines") or when payment for flights has been charged directly by the airline, it is necessary for You to request the refund of unreturned fees directly with the airline in question. In the event that You request this type of refund, You agree to authorise eDreams to charge the bank/credit card used for purchasing the applicable service fees corresponding to your request.

3.4 Passport, visas and health requirements

3.4.1 You should check with the relevant embassy about passport and visa requirements well in advance of travel. It is your responsibility to be in possession of a valid passport and, if appropriate, a visa. Under no circumstances will eDreams be held responsible if You do not have the correct travel documents.

3.4.2 Every destination has its own requirements concerning entry formalities, vaccinations, etc and these may also vary depending on the nationality of the passenger. We recommend that You obtain this information before planning your journey. eDreams cannot be held responsible under any circumstances for incidents deriving from customers being non-observant of these official requirements.

3.5 Electronic tickets (e-tickets)

3.5.1 All tickets purchased on this Website are e-tickets. The e-ticketing system is a paperless method of purchasing airline tickets. Once You have made your purchase, eDreams will send You a confirmation email with your flight/s booking reference number/s. Please note that You WILL NOT RECEIVE A PAPER TICKET TO SHOW AT THE AIRPORT.

3.5.2 In this regard, we would like to inform You that every airline has its own rules and procedures regarding eTicketing, and we would urge You to check these regulations before arriving at the airport. In any event, we recommend that You always carry a printed copy of your confirmation email containing your flight/s booking reference number/s, although not all airline request to see it. eDreams will not be held responsible for customers not complying with the procedures and rules set by each airline concerning eTicketing. Some airlines apply extra charges if You do not print and show your boarding pass at the airport. eDreams recommends to read all booking confirmation email specifications. You may need to check-in and reprint your boarding pass again if your flight or passenger details change. eDreams cannot be held responsible under any circumstances for incidents deriving from customers being non-observant of these airline's policies requirements.

3.5.3 eDreams understands that the information provided by You is exact, and can therefore not be held responsible if your e-ticket does not arrive to your in-box due to an incorrect email, or goes into your spam folder. You must notify us immediately if You change your email or telephone number. You must also check that the name that appears on your passport coincides with that on your ticket and/or booking confirmation.

3.5.4 In exceptional circumstances, due to the restrictions on the sale of tickets beyond its control, eDreams may not be able to pass on information about your confirmed bookings to the airline for it to be formalised. If this occurs, we will attempt to notify You within forty eight (48) hours after the confirmation and issue a refund or offer You an alternative booking.

3.6 Travel insurance

eDreams recommends You take out travel insurance for any trip, especially for circumstances in which the Travel Provider/s has no liability. If You decide to purchase travel insurance through the eDreams Website, your insurance contract will be formalised directly between You and the Insurance Company, in accordance with the terms and conditions of the insurance policy booked, which will be available to You before starting the booking process.

3.7 Loyalty programme

Occasionally certain Travel Providers will offer Users the chance to enter their data into a frequent passenger or hotel loyalty programme to which they are affiliated. Please observe that any frequent passenger or hotel loyalty programme is subject to the terms and the conditions of the Travel Provider in question with eDreams being unrelated in any way to these policies. Please contact the Travel Provider in charge of said frequent passenger or hotel loyalty programme if You are unsure of the applicable terms and conditions. Please be aware that our Travel Providers have their own rules and regulations concerning loyalty cards. If You are in any doubt, please contact them directly.

4. Special terms and conditions relating to products or services purchased.

4.1 Flights

Relating to flights, the terms and conditions established in **Annex 1** of this document will be applied, except otherwise stated in the Travel Provider's terms and conditions.

4.2 Cruises

Relating to cruises, the terms and conditions established in **Annex 2** of this document will be applied, except otherwise stated in the Travel Provider's terms and conditions.

4.3 Car Rental

Relating to car rental, the terms and conditions established in **Annex 3** of this document will be applied, except otherwise stated in the Travel Provider's terms and conditions.

4.4 Hotels and other accommodation

Relating to hotels and other accommodation, the terms and conditions established in **Annex 4** of this document will be applied, except otherwise stated in the Travel Provider's terms and conditions.

5. Privacy policy

5.1 In accordance with the provisions of the Law 15/1999, of December 13, on Personal Data Protection ("LOPD") and related regulations, we inform you that the personal data you has given us will be incorporated and processed in our computer files, in order to provide and offer our services and process them (management of bookings and payment for services purchased), send to you information and publicity about the offers, promotions and recommendations that we believe may be of your interest, as well as perform surveys, statistics and analysis of market trends.

5.2 Be informed that you can exercise the rights of access, rectification, cancellation and opposition of your personal data, which are

guaranteed by Articles 15 and following ones of the Data Protection Act, by addressing to the Data Processor: Vacaciones eDreams, SL, NIF B61965778 and registered office at Passeig Zona Franca 191-205, 08038, Barcelona (Spain).

5.3 Under the provisions of Article 11 of the Data Protection Act, we also inform you that by hiring our products and services, we will necessarily communicate your personal data (1) to the suppliers of those products and services or tour operators that organize the travel packages chosen, who be obliged to use your data exclusively for sending information and comply with product delivery or contracted services, as well as the compliance with other provisions of the Data Protection Act, and (2) to other companies in the Group represented by Vacaciones eDreams, SL, in accordance with the provisions of Article 42 of the Commercial Code, that is, to other OdigeO Group entities which operates the trademarks eDreams, Go Voyages, Opodo and Travellink, who will be obliged to use your data solely for the purpose for which they were collected, and comply with other provisions of the data Protection Act. By accepting this Privacy Policy, you accept the communication of your data as described, being the recipient located anywhere in the world.

6 Cookies policy

6.1 In compliance with article 22.2 of the Spanish Information Society Services and Electronic Commerce Law (LSSI) and the EU Directive 2009/136/CE, eDreams advises that this Website accepts the use of cookies.

6.2 A cookie is a tiny text file that is deposited on your computer by a website when you visit it. It stores data that is returned to the website by your browser when you next visit the site or as you move from page to page within the site. Some cookies are essential for you to be able to use a website successfully, as they enable it to remember information you have already entered, such as flights you have selected or whether you are logged in. Other cookies can be used to store browsing and booking behaviour to compile analytical data about website usage, or to show you different products depending on what you seem to be interested in.

6.3 Cookie preferences need to be set for each browser (Internet Explorer, Google Chrome, Mozilla Firefox or Safari). You usually have a number of ways of managing cookies including: enabling or disabling cookies entirely; deleting particular cookies which have already been stored within the browser; blocking particular websites from storing any cookies on your computer; or blocking third party cookies (when in the course of browsing one website, cookies are stored on your computer by another website).

Please use the links below for more information on managing cookies on each of the major browsers:

Internet Explorer: http://windows.microsoft.com/en-GB/windows7/How-to-manage-cookies-in-Internet-Explorer-9
Google Chrome: https://support.google.com/chrome/bin/answer.py?hl=en-GB&answer=95647&p=cpn_cookies
Firefox: http://support.mozilla.org/en-US/kb/Cookies
Safari: http://docs.info.apple.com/article.html?path=Safari/3.0/en/9277.html

Additionally, we provide you with an easy option to manage or remove cookies all in one place. Please, use this link: http://youronlinechoices.com.

6.4 Our Website uses different kinds of cookies:

- Technical Cookies, which are strictly necessary for the running of the website.
- Functional Cookies, which are strictly necessary to provide the services requested by users on the website.
- Analytical Cookies, which allow us to see how visitors move around the website and to record which content viewers view and are interested in. This helps us to improve the service which we offer to you by helping us make sure our users are finding the information they are looking for.
- Social Cookies, which are necessary for Social Networks (Facebook, Google and Twitter) in order to control the interaction with Social Widgets on the website.

- Affiliated Cookies, which allow us to track visits from other websites that we have affiliation agreements with.
- Behavioural and advertising Cookies, which collect information about your preferences and choices in the website. They target advertising networks, which then use them to show you customized advertising on other websites.

6.5 If You would like further information or want to give us your opinion on the use of cookies on our Website, please contact us via our Help Center.

7 Intellectual and industrial property rights

7.1 Al the content of this Website (including, but not limited to, trademarks, texts, graphics, logos, button icons, images, audio files and software) is owned by eDreams or its content providers and is protected by national and international industrial and intellectual property laws. The compilation (understood as the collection, arrangement and assembly) of all content of the eDreams Website is the exclusive property of eDreams and is protected by national and international industrial and intellectual laws. All software used on the eDreams Website or belonging to its software Suppliers is protected by national and international industrial and intellectual laws.

7.2 Any other use of the content on this Website is strictly prohibited, including its total or partial reproduction, modification, distribution, transmission, subsequent publication, exhibition and/or representation. In particular, any type of use of the images contained on this Website outside of this Website is strictly prohibited without the express consent of eDreams and/or its suppliers.

7.3 eDreams and other names of products, services, graphics and logos of eDreams are internationally registered trademarks. The names of other products, services and companies mentioned in this document may be registered trademarks of their respective owners.

8 Limitation of liability

8.1 eDreams offers this Website as-is and exercises reasonable skill in respect of its updating, maintenance and functioning. However, it makes no guarantees as regards technical faults, service infallibility, or that the system or portal will function at all times.

8.2 eDreams publishes on its Website information about the different products and services provided and offered by third parties, and it can make no representations about the truthfulness, accuracy, completeness and updating of the data contained in such offers. Some of the information is stored in cache from time to time, and will only be verified with real time information at the time of the booking confirmation.

8.3 eDreams limitation of liability shall be in accordance with the current applicable legislation.

8.4 If, due to reasons of force majeure (including, but not limited to, political, economic or unstable disorder that affects safety), there are deficiencies with reservations, confirmations and/or execution of any trips or services purchased through eDreams due to unexpected circumstances that eDreams cannot resolve, or even if it were impossible to comply with any of the agreed provisions, eDreams and/or companies from the eDreams Group are exempt from any derived legal responsibilities arising from such deficiencies or non-compliance.

9 Links to other Websites

9.1 This Website may contain links to other Websites that are not managed by eDreams, and which are included for reference purposes only. eDreams does not exercise any control over these Websites nor is it responsible for their content.

9.2 The inclusion of links to other Websites does not imply that eDreams promotes, endorses, guarantees or recommends these sites. These links are only used as informative references, without any valuation of the content, ownership, services or products offered therein.

10 Other applicable terms and conditions

10.1 Passenger rights under Regulation (EC) 261/2004.

If You are travelling into or out of the EU, or on an EU airline, You may have rights which You can assert against the relevant airline in the event that your flight is cancelled, delayed or You are denied boarding. Please consult Regulation (EC) 261/2004 or contact our Customer Services Department.

10.2 Queries and complaints regarding your purchase.

Please contact our Customer Services Department if You have any query or complaint relating to your booking before your departure. If You have any complaint relating to a Travel Provider, please ensure that You formally start the complaint procedure before your return.

10.3 Changes to the General Terms and Conditions.

eDreams may modify or update these T&Cs at any given moment, without prior notice. The current version of these T&Cs will be shown on the Website when said changes come into force. Please consult the current T&Cs each time You make a booking on this Website.

10.4 Applicable law

These T&Cs, as well as any relation between eDreams and the User, shall be governed by the laws of Spain.

ANNEX 1.- SPECIAL TERMS AND CONDITIONS AND INFORMATION FOR FLIGHTS

Please note that the contract of carriage will be between You and the Travel Provider (airline) and it will be subject to their terms and conditions. eDreams only acts as intermediate in the purchase of the air ticket.

In relation to air fares, there can be additional terms which are specific for each fare. For example, tickets are normally non-changeable and non-refundable. In addition, most airlines reserve the right to make schedule changes and cancel confirmed bookings. While eDreams, as intermediate party, is not responsible for such schedule changes or cancellations, it will provide all reasonable assistance required through our Customer Service Department.

Airlines may charge for additional services such as checked baggage, airport check-in, preferred seating, in-flight entertainment (if available), food, drink and snacks etc. Any charges for these additional services are not included in the price of your air ticket unless explicitly provided otherwise and must be paid to the airline directly. eDreams is not responsible for any additional costs incurred and advise You to contact the relevant airline to add any additional services and verify charges. You can check your baggage allowance by visiting the airline's website. Please note if your flight includes more than one route. You may have different baggage allowances; this can even be the case when flying with the same airline, if for instance one flight is international and the other is domestic. This may mean that You are charged for any luggage in excess of the lower limit on the flight which has the lower luggage limit.

Always ensure You check the minimum check-in time for your flight. The recommended minimum check-in time for international flights is 120 minutes prior to departure and for domestic flights, 90 minutes before departure. Nevertheless, it is possible that some airports and/or airlines may require a longer time.

If You have purchased a return ticket, the airline requires You to confirm your return flight booking at least 72 hours before travel. If You do not reconfirm your return journey directly with the airline, it could be cancelled.

It is highly recommendable (especially if You are travelling first class), that You check-in with enough time if You have special requests regarding your seat. eDreams has no control over the assignment of seats, even if they are reserved previously with the airline, and it cannot be guaranteed that specific seats are available on departure.

eDreams is not responsible for any cost incurred for transfers between airports or terminals.

It may be possible that flights with special fares or better prices do not necessarily take the most direct route. Some itineraries require a change of plane en route. A flight described as direct is when there is no need to change planes during the trip. Nevertheless there could be stops en route to refuel or drop off/collect passengers. The details of stopovers will be provided during the booking process and will be clearly identified both on the website and on your itinerary, which we will send You when You make your booking. It is Your responsibility to organise the necessary visas, as required. eDreams shall not be held responsible for assisting or advising You on this matter.

The times shown are given on the 24 hour clock system; they are approximate and based on the departure times. They may vary depending on flight schedules, type of aircraft, weather conditions etc., and are indications of the hours spent actually flying (excluding time on the ground during stops en-route or when changing aircraft) and are therefore given for guidance only and are subject to alteration and confirmation.

Regulations vary with each airline, but some will refuse to carry women who are 28 weeks or more pregnant on the date of return travel. If in doubt, please check with the airline concerned and consult your doctor. Infants must be 6 weeks old or more to travel by air and must either sit on an adult's lap or occupy an infant seat. Please contact the airline You are travelling with for details of appropriate seats. Generally children aged 2 years or more must occupy a seat.

One-way combinations

In certain cases, in order to provide special return fares, we combine two one-way fares on different airlines or on the same airline. This

means that You will have two separate bookings (one for your outbound flight and one for your inbound flight) and each booking will have its own fare rules. If You need to cancel one of the flights, it is possible to keep the other without incurring any additional charges. Any cancellations, schedule changes or other modifications to one of the flights will not affect the other flight, and the fare rules of the other flight will still apply.

For example, if You cancel one of the flights, the other airline is not obliged to refund the other part of the journey and offer You a change of itinerary. You may incur costs of any change with the other flight if it is necessary.

Low-cost airline flights

In the event low-cost airlines are selected in your flight search, we will search the low-cost airline database, and then if You choose to buy, we will process the booking on your behalf. You may receive a confirmation email directly from the low-cost airline.

Your contract will be with the relevant low-cost airline, subject to the terms and conditions of the low-cost airline. These can be viewed before You complete your booking, by clicking on the Terms and Conditions link, upon request from our call centres and after booking on your confirmation email or on the corresponding low-cost airline's website.

Please note that low-cost airlines may depart from smaller, regional and/or secondary airports. The airport is always displayed before the purchase in flight details section.

Discounts for residents of the Canary Islands, Balearic Islands, Ceuta or Melilla

Residents of the Canary Islands, Balearic Islands, Ceuta or Melilla are entitled to a discount or bonus when their flight is to or from their place of residence and it is permitted within the fare.

Family members will also be entitled to discount for countries that are beneficiaries of residency rights and citizens of third party countries who are long-term residents and can demonstrate their condition of residency in the aforementioned communities and cities. These citizens must prove their residence by showing a valid certificate of residence and their NIE (foreign ID number).

It is mandatory for passengers wanting to obtain this reduction to present a valid document of residence at the airport. In order to do these passengers must show one of the following forms of identification (in force):

- Certificate of residency issued by the City Hall which demonstrates proof of residence, or a passport in the case of EU member foreign citizens. For minors under the age of 14 that do not possess an identity document, it will only be necessary to present the certificate of residence from the City Hall.
- Senators or Members of Parliament: credentials from the corresponding Chambers in which they are inscribed as a Member of Parliament or Senator elect, accompanied by a national ID document or passport.

Please note that the National ID document (DNI) may only be used as a proof of identity, but not of residence (even if it has been used as identification during the booking process). If the passenger does not present a valid residents permit, the airline will not allow them to board.

During the booking process You must ensure that You have selected option "Resident Discount" in the corresponding section, if entitled. If You would like to take advantage of this discount but the discount is not applied automatically during the booking process we advise You to abandon the online booking process and make the booking by telephone through our Booking Centre: 4388003526

Spanish large family discount

If You are a member of a large Spanish family with an official document proofing this fact, You can benefit from this discount, as long as your flight is to and from Spanish territory.

This discount is not applied automatically, therefore to be able to benefit from it we recommend You stop the online booking process and continue your flight booking by telephone to our Customer Service Centre.

Minors

Minors between the ages of 5 and under 12 may not travel alone. Nevertheless certain airlines provide a special assistance and accompanying service for passengers between the ages of 12 and 17.

This service must be requested before confirming the booking. Sometimes this service is subject to an additional charge, therefore we advise that You check with the airline before confirming the booking. Likewise, take into account the fact that under 18s may not be responsible for another minor (Art. 157 of the Spanish Civil Code).

Children travelling as unaccompanied minors must carry, in the same manner as any other passenger, their valid documentation (Passport or National ID Document) on all journeys and must fill in the form that will be given to them at the airline check-in desks. Parents and teachers must present the necessary identity documents (National ID Document or passport).

Depending on the airline, minors may travel unaccompanied as long as the airline provides this service. There are also many companies that may have regulations with different age limits and fares, or else it may be prohibited for minors to travel unaccompanied. It is always advisable to check the terms and conditions before booking.

Internet bookings for unaccompanied minors are not permitted; these may only be made through our Customer Service call centre. We kindly remind You that as a general rule, low cost airlines do not accept unaccompanied minors.

Changes of name

Changes of passengers' names and/or surnames are not generally permitted. In most cases it will be necessary to cancel the booking and make a new one with the correct passenger information.

Remember if the details on the ticket do not coincide with the ID document presented by the passenger, the airline reserves the right to refuse the passenger to board the aircraft. In this case, eDreams accepts no responsibility.

If your flight is operated by a Low Cost airline, You must consult the particular terms and conditions of the airline and present your cancellation request directly to the company, as eDreams cannot administer Low Cost airline tickets.

ANNEX 2.- SPECIAL TERMS AND CONDITIONS AND INFORMATION FOR CRUISES

eDreams reserves a space on this Website for travel providers that offer cruises with which it maintains a commercial relationship. **You may request a quotation directly from said Travel Providers in the corresponding section**. In any event, eDreams does not intermediate in the purchase of cruises, but rather acts as an information service provider consisting of the provision of links to content or related search tools, for which it is not responsible for the content or information contained in said spaces by the cruise Travel Providers, beyond their responsibility as an information service provider as established in article 17 of Law 34/2002 of 11 July of the Information Society and Electronic Commerce Services.

ANNEX 3. - SPECIAL TERMS AND CONDITIONS AND INFORMATION FOR CAR RENTAL

The vehicle rentals through our Website are made directly between You and the corresponding Travel Provider, and is subject to their terms and conditions.

All drivers must be in possession of a valid driving licence at the moment of collecting the vehicle. The driving licence must be at least 12 months old. Customers must also present a credit card as a guarantee for any damage caused to the vehicle during the rental period. It is your responsibility to ensure that there are sufficient funds available on your credit card to comply with your Travel Provider's terms and conditions. Any non-compliance with any of these requirements will invalidate the vehicle hire agreement and eDreams will not be held responsible for the subsequent loss of costs this could incur. Customers renting a vehicle for collection outside of the European Union (EU) must be resident in the EU and must present a full and valid driving licence issued in the EU/EEE or Spain.

ANNEX 4.- SPECIAL TERMS AND CONDITIONS AND INFORMATION FOR HOTELS AND OTHER ACCOMMODATION

The booking of accommodation in hotels and other establishments through our Website is made directly with the corresponding Travel Provider and is subject to their terms and conditions.

We offer classifications with stars as a general guide. Please note that this is not necessarily the official local classification and the regulations can vary between hotels and accommodation establishment of the same class in different countries, and even within the same country. Different countries have different regulations: a 3-star hotel in one country is not necessarily the same as a 3-star hotel in another.

Check-in/check-out time: generally guests must register at a hotel or other establishment around 15:00 and check-out by 11:00 local time. Nevertheless, local variations may apply. In the event of requiring more precise times, please contact our Customer Service department.

Photos: we strive to guarantee that photos/images of establishments and descriptions of facilities and services that appear on eDreams are an accurate, up-to-date representation, but we cannot guarantee that this is always the case due to the fact that this information is supplied to us by our Travel Providers.

Location: we strive to offer You the most exact information on a hotel's map location, but we cannot guarantee that this is always the case given that this information is provided by Google Maps.

The photos of room types do not necessarily represent the exact bed configuration of the room booked. For example, a triple room in North America may consist of a double bed and a single bed or a double room in Austria may consist of two single beds. In addition, there may be an extra charge for supplementary beds or cots. If necessary, please contact the hotel directly to confirm the exact configuration of the bed before purchase.

Breakfast is not included unless otherwise stated. Some hotels may charge additional local taxes.