

Version dated 15/11/2024

General Terms and Conditions of “LA DOLCE VITA ORIENT EXPRESS” Gift Card applicable to all purchase made from this date, until further notice.

GENERAL TERMS AND CONDITIONS

“LA DOLCE VITA ORIENT EXPRESS” GIFT CARD

O.E MANAGEMENT COMPANY is a société par actions simplifiée incorporated and existing under the laws of France and registered at the Registry of Commerce and Companies of Nanterre under registration number 981 136 450, whose registered office is at 82, rue Henri Farman CS20077 - 92445 Issy-les-Moulineaux – France and EU VAT number is FR 40 981 136 450 (hereinafter “OE Management Company”).

O.E Management Company is registered in the 'ATOOUT FRANCE' register of travel agents and other holiday operators under the number IM09224007. Its guarantor is GROUPAMA ASSURANCE-CREDIT & CAUTION, sis 3 Place Marcel Paul – 92000 Nanterre, FRANCE.

OE Management Company publishes and operates the website: www.orient-express.com/la-dolce-vita (hereinafter the Website) (Contact: contact@orient-express.com; Phone: (+33) 187212940). The Website present, among the others, how to buy a LA DOLCE VITA ORIENT EXPRESS Gift Card.

1. DEFINITIONS

OE MANAGEMENT COMPANY: the provider of the Gift Card on behalf of ARSENALE EXPRESS.

ARSENALE EXPRESS: the organiser and provider of the LA DOLCE VITA ORIENT EXPRESS Transports and the owner of the Train (as defined below).

Beneficiary: the cardholder of a Gift Card.

Client(s): the buyer of a Gift Card.

Reservation Center: Call center operated by O.E MANAGEMENT COMPANY through which the Client may request to buy a Gift Card. The phone number of the Reservation Center is: +44 203 024 4949.

Customer: Client and Beneficiary.

Gift Card: a gift card that allows the Beneficiary to apply an amount up to the outstanding balance of such gift card as credit to the cost of a Transport.

General Conditions: these LA DOLCE VITA Gift Card general terms and conditions which apply to the Client and Beneficiary.

Personal Data: means any information allowing to identify directly or indirectly (with additional information) a natural person.

Train: the train LA DOLCE VITA ORIENT EXPRESS.

Transport(s): the luxury cruise on-rail journeys with accommodation on board the Train LA DOLCE VITA ORIENT EXPRESS.

Website: the website <https://www.orient-express.com/la-dolce-vita/gift-card/>

2. PREAMBLE

The Client declares (i) that said Client is acting for his/her own personal purposes and not for any purpose in connection with a business activity of the Client or otherwise.

Beneficiary of the Gift Card shall act for personal purposes that do not fall within the scope of their commercial, industrial, artisanal, liberal or agricultural activity.

The Clients states to have the full capacity to commit to all the legal acts under the General Conditions.

The purchase of a Gift Card implies the Client's acceptance of the General Conditions (version in force at the time of the buying).

A Gift Card does not include transportation or hosting services falling in the scope of the Directive (EU) 2015/2302 and Article L.211-1 of the French Tourism Code.

The Client is requested to carefully read the General Conditions, prior acceptance of which is mandatory for the buying of a Gift Card.

Customers are advised to save and print the General Conditions using the standard features of their browser and computer.

General terms and conditions of sale apply for the reservation of a Transport on the Website via the Gift Card.

OE MANAGEMENT COMPANY and/or ARSENALE EXPRESS reserve the right to make changes to the information on the Website and the General Conditions. In this case, the new version of the General Conditions shall be available on the Website with an indication of its date of entry into force. Customers are advised to consult the General Conditions regularly for any changes. In any event, Customers shall only be bound by the version of the General Conditions in force on the date of the purchase.

3. PRICE

The Gift Card is a prepaid card, digital or physical card, with a value of between from €500 and €10,000 including taxes. Only multiples of €500 euro are available.

4. BUYING PROCESS, PAYMENT AND METHOD OF DELIVERY

A Gift Card can be bought exclusively by calling the Reservation Center by our Reservation Desk (UK: +442030244949 / US: +1833 661 30 80 / FR: 33187212940 and IT: +39281480333).

To buy a Gift Card, the Client must provide the operator of the Reservation Center:

- the amount of his/her choice
- his/her first name, last name, e-mail address, country of residence
- the Beneficiary's name
- the Beneficiary's e-mail address
- Residence address of the Beneficiary

Above listed information are mandatory to buy a Gift Card. Failure to provide that information may result in O.E MANAGEMENT COMPANY being unable to finalize the buying of a Gift Card.

After confirming the required details, the Client will complete his/her purchase by proceeding to payment.

The payment methods (cards, wallet, etc.) can be Visa and Mastercard, American Express, JCB, Diners, China UnionPay, Post Finance, Bancontact, Sofort, iDeal, Przelewy24, PayPal, Alipay, WeChat. This list is subject to change.

For the payment, the Client may:

(1) communicate its payment data by indicating to the operator directly the bank card number, as well as its expiry date and the visual cryptogram; or

(2) Request to receive a link via email to a dedicated online payment platform

The payment shall be accredited in favour of ARSENALE EXPRESS, in a bank account in its name.

The Client's payment card is subject to a validity check by these partners and may be rejected for several reasons: stolen or blocked card, limit reached, input error, etc. In the event of a problem, the Client shall contact their bank and O.E MANAGEMENT COMPANY to confirm their purchase and payment method.

Once the payment is confirmed, the purchase of a Gift Card is finalized. O.E MANAGEMENT COMPANY will send the purchased Gift Card to the email address of the Client or the Beneficiary as indicated by the Client to the Reservation Center. The Gift Card will be sent in electronic format, as a PDF file with a unique ID. A hard copy of the Gift Card can be sent to the Client or the Beneficiary upon Client's request. At the same time, O.E MANAGEMENT COMPANY will deliver the then-current version of these General Conditions to the Beneficiary.

A confirmation of the purchase of a Gift Card will be sent to the Client to the e-mail address provided by the Client. At the same time, O.E MANAGEMENT COMPANY will deliver the then-current version of these General Conditions to the Buyer.

Gift Cards are non-refundable and cannot be exchanged for cash, except where required by applicable law.

5. GIFT CARD REDEMPTION

The booking of a Transport using a Gift Card must be made via direct Reservation Center only.

Gift Cards may be combined with other forms of payment, within the limit of the means of payment accepted by O.E MANAGEMENT COMPANY, to cover the booking amount partially or fully.

Multiple Gift Cards may be used per person per booking.

If the Gift Card value exceeds the value of the booking, the remaining credit will expire and cannot be issued as a balance for further redemption.

The value of the Gift card cannot be converted to cash and it can be redeemed only for advance payment of Transport(s). The Gift card can be redeemed for any available cabin and itinerary as well as optional off board experiences.

Gift Card vouchers are redeemed for a Transport as a mean of payment by indicating the ID number indicated on the Gift Card.

The Gift Card is a prepaid card, not a credit card nor debit card; it becomes inactive upon use of all the card value. Valid Gift Cards are eligible means of payment for Transports but are covered by the limited network exclusion of the European Payment Services Directive 2 ("PSD2").

The Gift Card is not personal to the Beneficiary and can be transferred but it cannot be sold. The Gift Card can only be redeemed by a person who is in possession of the Gift Card code and who is the first to redeem the Gift Card by providing the code to O.E MANAGEMENT COMPANY.

The Gift Card cannot be redeemed against a third party such as for instance travel agency or OTA booking. The card cannot be redeemed for the purchase of Gift Cards.

When using the Gift Card, the Beneficiary accepts the General Conditions that were in force by the time of buying.

In the event of the Beneficiary's failure to show up on the first day of his/her reservation of a Transport ("no show") paid with the Gift Card, the Beneficiary's reservation will be cancelled in full.

The Beneficiary is informed that in such a case, O.E MANAGEMENT COMPANY will put his or her booking up for sale and if the reservation is non-cancellable / non-exchangeable / non-refundable, the Beneficiary will not be entitled to any reimbursement or compensation.

6. VALIDITY OF A GIFT CARD

The Gift Card is valid until two (2) years from the date of purchase without hindering the mandatory protective provisions that may be applicable in the country of residence of the Beneficiary. The expiration date is shown on the Gift Card. The Transport in respect of which the Beneficiary wishes to apply the Gift Card must take place during Gift Card's validity time.

Without limiting the right of the Client to cancel a Gift Card in accordance with these General Conditions, O.E MANAGEMENT COMPANY nor ARSENALE EXPRESS will not in any circumstances repay to a Client or Beneficiary the monetary value of the outstanding balance of the Gift Card at any time, whether requested before or after the expiry of the validity of the Gift Card. After the expiry of the Gift Card, neither the Client nor any Beneficiary will have any right in respect of the outstanding balance of the Gift Card.

7. LIABILITY

The commitment of OE MANAGEMENT COMPANY and ARSENALE EXPRESS under this agreement is only the sale of a Gift Card.

OE MANAGEMENT COMPANY and ARSENALE EXPRESS doesn't commit on the launch date of the Train LA DOLCE VITA ORIENT EXPRESS, the number of Cabins which will be available, the timetable of the Transports, on the destination of the Transports, or on the price of the Transports.

Then, the liability of OE MANAGEMENT COMPANY and ARSENALE EXPRESS cannot be seek if, in particular, the Beneficiary is not able to book a Transport at the dates and/or for the destination of its choice.

Furthermore, OE MANAGEMENT COMPANY and ARSENALE EXPRESS cannot be held liable in the event that, for any reason whatsoever, the Train LA DOLCE VITA ORIENT EXPRESS is never launched, and the booking of the Transports is never opened. In this case, Clients will be refund of their Gift Card. No compensation will be granted to the Clients.

The risk of loss and title to the Gift Card passes to the Client and the Beneficiary when O.E MANAGEMENT COMPANY electronically transmits the Gift Card to the Client or the Beneficiary. O.E MANAGEMENT COMPANY will not be liable if a Gift Card is lost, stolen, destroyed or used without the Client's or Beneficiary's authorization.

O.E MANAGEMENT COMPANY will have the right to charge an alternate payment method if a fraudulently obtained Gift Card is used. All information accessible through this Website is provided as is. O.E MANAGEMENT COMPANY gives no explicit or implicit guarantees and assumes no liability regarding the use of this information. The Client has sole responsibility for the use of such information. The Client also has sole responsibility for the content of the message and information they write with the Gift Card and choose to send to one or more Beneficiaries. The Client undertakes to give details solely of email addresses for third party recipients that they have obtained by lawful means and in agreement with them.

8. CONTACT, CUSTOMER SERVICE AND COMPLAINTS

For any questions related to the Gift Card (requests for further information), the Client is requested to contact the Reservation Center directly.

For any comments and/or complaints, the customer service is at your disposal:

By telephone, Monday to Friday, from 8:00 am to 7:00 pm (Paris time), on 0805 50 40 30 (free service and call);

By post, to the following address: OE MANAGEMENT COMPANY Center de Contact Clients, 82 rue Henri Farman, CS 20077, 92130 Issy-les-Moulineaux – France.

When dealing with customer service, the Client undertakes to remain courteous and not to make any derogatory remarks about O.E MANAGEMENT COMPANY and/or ARSENALE EXPRESS, the entities of their group or their employees or collaborators, in accordance with the rules of common sense and politeness. O.E MANAGEMENT COMPANY, also on behalf of ARSENALE EXPRESS, reserves the right to take any appropriate action against the Client in the event of prejudicial or reprehensible behaviour (in particular untoward, malicious or insulting behaviour) towards OE MANAGEMENT COMPANY, the Accor Group entities or its employees or collaborators.

9. PERSONAL DATA

9.1 Personal Data processing by O.E Management Company

When the Client calls the Reservation Center to buy a Gift Card, O.E Management Company collects and processes his/her Personal Data and Beneficiary's Personal Data, and acts as such as data controller pursuant to Regulation (EU) 2016/679 ("GDPR"). The conditions under which the Personal Data is processed are described in O.E Management Company Privacy Policy. By Accepting the General conditions, the Client acknowledges having read and understood this privacy policy.

9.2 Personal Data processing by O.E Management Company and ARSENALE EXPRESS acting as joint controllers

The Beneficiary's Personal Data related to his/her Transport, preferences, satisfaction and, if the case may be, loyalty program membership is shared between O.E Management Company and ARSENALE EXPRESS. The Personal Data processing is based on the legitimate interest of each joint data controllers in order to improve the quality of service and the Beneficiary's experience in each of these yachts, hotels and hospitality trains. In this context, the Beneficiary's Personal Data is processed jointly by O.E Management Company and ARSENALE EXPRESS. In order to pursue this legitimate interest, whilst safeguarding the Beneficiary's rights and liberties, a specific joint controllership agreement describes the obligations and responsibilities of O.E Management Company and ARSENALE EXPRESS. The Beneficiary may, at any time, exercise his/her rights (access, objection, rectification, restriction, erasure, portability and to issue instructions on how the Personal Data is to be treated after his/her death) and in particular object to the sharing of his/her Personal Data between ARSENALE EXPRESS and O.E Management Company by contacting the Data Protection Officer of O.E. Management Company at the following email address: data.privacy@orient-express.com. The Client can also request a summary of the key points of the joint controllership agreement.

9.3 Personal Data processing by ARSENALE EXPRESS

The Beneficiary is also informed that the Personal Data collected in the context of his/her Transport will be transmitted to ARSENALE EXPRESS S.p.A., the company organizing and providing the "La Dolce Vita Orient Express" Transports. ARSENALE EXPRESS will process the Personal Data as an independent data controller for providing Beneficiary with the best Transport experience.

In light of the above, pursuant to Article 14 of Regulation (EU) 2016/679 ("GDPR"), ARSENALE EXPRESS provides the Beneficiary with the information concerning the processing of his/her Personal Data in the

context of the Transport available by clicking on the following link: <https://www.orient-express.com/la-dolce-vita/privacy-policy/>

10. MISCELLANEOUS

The data-bank entry and acceptance of these General Conditions constitute an electronic contract between the parties.

The General Conditions express all the obligations of the parties. No other conditions communicated by the Client and the Beneficiary may be included therein.

If one or more clauses of the General Conditions are deemed invalid or declared invalid by application of a law, regulation or following a final decision of a competent court, the other clauses shall remain fully valid and applicable.

The official language is English.

The Client acknowledges and agrees that O.E MANAGEMENT COMPANY and/or ARSENALE EXPRESS may assign these General Conditions and all rights and obligations hereunder to any third party without the prior written consent of the Client. The Client agrees that such assignment releases OE MANAGEMENT COMPANY and/or ARSENALE EXPRESS for the future. The Client may not assign the General Conditions or the rights and obligations attached thereto to third parties without the prior written consent of OE MANAGEMENT COMPANY.

In accordance with Article L.223-1 of the French Consumer Code, consumers who do not wish to be the subject of commercial canvassing by telephone can register free of charge on a do not disturb list objecting to telephone canvassing. This list can be accessed via the following website: www.bloctel.gouv.fr. In accordance with Article 130.3-bis of Italian Legislative Decree 196/2003 and Law 5/2018 consumers who do not wish to be the subject of commercial canvassing by telephone can register free of charge on a do not disturb list objecting to telephone canvassing. This list can be accessed via the following website: <https://registrodelleopposizioni.it/cittadino/>.

11. APPLICABLE LAW AND DISPUTE RESOLUTION

The General Conditions are governed by French law, without prejudice to any mandatory protective provisions that may be applicable in the consumer's country of residence. The Client is informed by O.E MANAGEMENT COMPANY of the possibility of having recourse, in the event of a dispute relating to these General Conditions, to a conventional mediation procedure or any other alternative dispute resolution method, under the conditions set out in Title I of Book VI of the French Consumer Code.

After having contacted the customer service to try to resolve the dispute amicably, and in the event of a negative response or the absence of a response within sixty (60) days from the date of contact, the Client may refer the matter to the Tourism and Travel Ombudsman - BP 80303 - 75823 Paris Cedex 17.

Details of how to contact the Ombudsman and his contact details can be found by clicking on the following link: How to contact the Tourism and Travel Ombudsman in the Booking tab of the heading "assistance", or on the website www.mtv.travel.

Referral to the Ombudsman may be made within twelve (12) months of the first complaint.

The referral form for this Ombudsman is available at the following link: [Contact the Tourism and Travel Ombudsman \(Online Service\) | Service-Public.fr](#)

OE MANAGEMENT COMPANY also informs the Client of the existence of a European Online Dispute Resolution ("ODR") platform to which the Client may have recourse. The Client can access it from the following link: <https://ec.europa.eu/consumers/odr/>.

The preceding is without prejudice to the right of the Client to bring any action regarding the agreement before the court of the place where the Client resides or is habitually domiciled.

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