

## Recharge Nature

### Regulations for participation/General Conditions

NO PURCHASE OR PAYMENT IS REQUIRED TO ENTER THE COMPETITION. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF BEING CHOSEN FOR RECHARGE NATURE.

In applying for this selection, you confirm your agreement with the following regulations (**Official Regulations**).

**Organizer** indicates '**Destination Makers.**' Destination Makers Srl Società Benefit, with registered office in Via Rubini, 12 c/o IBCenter – 72100 Brindisi (BR) Italy (P.I. n 02415220744) acting as the contact reference for marketing management in the context of "**Progetto Integrato territoriale di valorizzazione turistica del Medio Alto Agordino (Dolomiti del Veneto, Italia)**"

**"Sponsor"** indicates the **Municipalities of Rocca Pietore, (lead partner)**, Alleghe, Colle Santa Lucia, Livinallongo del Col di Lana, Cencenighe San Tomaso Agordino, Taibon Agordino in the context of the "**Progetto Integrato territoriale di valorizzazione turistica del Medio Alto Agordino finanziato dal Fondo dei Comuni Confinanti**".

The organizers will be herein indicated by "**We**" and "**us**".

**The aim of the selection.** The aim of the selection process is to identify **one (1) person (Participant)** who will be given the opportunity to experience an extreme adventure in the Dolomites of the Veneto Region, to question him/herself thoroughly and discover new ways of travelling in a sustainable manner, redefining the concept of comfort. This 'adventure holiday' named "**Recharge Nature,**" will take place from the 5<sup>th</sup> to the 9<sup>th</sup> of September 2023 for a total of 5 (five) days and 4 (four) nights and will include an experience of personal growth and transformation, due to both the direct contact with the local community and for the expertly-guided experience on the theme of sustainability and environmental protection.

The participant will also have the important task of creating new guidelines for experiencing the Dolomites in a sustainable manner.

### Application Requirements

The administrators, officials, employees and representatives of the Organizers, or of the related subsidiaries and associates (jointly, the **Parties Exonerated from Liability**) or members of their immediate family and domestic sphere (including as examples, spouses, partners, housemates, children, parents, siblings, grandparents and grandchildren) will not be considered for participation.

The "**Candidates**" (herein indicated as "**You**") must adhere to the following criteria in order to apply:

1. Be eighteen (18) or over at the moment of application;
2. Be in possession of a valid passport/identity card;
3. Have at least an Intermediate conversational level of English;
4. Have the physical preparation necessary to participate in *Recharge Nature* and, in general for mountain endurance;

5. Not possess criminal convictions nor have criminal proceedings against them in act for crimes resulting in exclusion from public office;
6. Not have been declared forfeited of employment for having obtained it through the production of false documents or vitiated by non-remediable disability;
7. Not have been convicted of any of the offences referred to in the articles of the Italian law: 600-bis, 600-ter, 600-quarter. 600-quinquies and 609 of the criminal code, or rather penalties for the exercise of business that bring them into direct and regular contact with minors.

## How to Participate

Those who meet the aforementioned criteria for participation **may apply to participate before the 30<sup>th</sup> July 2023 at 23:59 CET.**

Applications must be made before the deadline of 30<sup>th</sup> July 2023 at 23:59 CET, after which they will not be taken into consideration and will be automatically rejected.

## How to Apply

In order to apply for selection for *Recharge Nature*, Candidates:

1. Should access the site [www.rechargenature.com](http://www.rechargenature.com) (“**website**”);
2. Should complete the application form, including personal and contact details as required (where all relative selection communications will be sent), and reply to all questions present in the application questionnaire;
3. May attach a video presentation to their “**Application**” where they should demonstrate their willingness to participate and their motivation to make a difference in our territory. The video is optional but may strengthen your application where included.
4. Must clearly accept the Official Regulations and confirm that they have read the Privacy Policy published on the **website**;
5. In case of selection, Candidates may be called to participate in one or more interviews regarding their application and motivation, as well as being asked to provide additional information relative to their willingness to participate.

Each candidate **can apply only once** and will be asked to declare that they are over eighteen (18) at the time of application.

Parties Exonerated of Responsibility (as defined below) will not be held responsible for eventual problems regarding computers or computer networks, servers or email accounts which may result in the incomplete delivery of the application, or for any other reason or nature whether mechanical, technical, network, printing, typing, human or other including, for example, errors or problems that may arise during the selection process, in the processing or evaluation of the applications, in the announcement of the Participant or in any other situation related to the selection process.

By applying to participate in the selection process

- (i) Candidates, if they are chosen, will not be obliged to participate in the programme *Recharge Nature*, as specified in the section “Participation Regulations”;
- (ii) Candidates accept the eventuality that they will be contacted by Us regarding the selection process and/or the *Recharge Nature*, accepting the publicity that may result from the selection and/or as a result of *Recharge Nature*;

- (iii) Candidates agree to give Us and our representatives the right to use their personal details including, for example, their name, image, appearance and city/country of residence;
- (iv) Candidates agree to being filmed and photographed, and entitle us to use said material worldwide, for as long as necessary, on any media, at Our discretion (including, for example, declarations made to support the Selection process for *Recharge Nature*, Us, other Participants, the activity, experience and opinion); before agreeing to participate in *Recharge Nature*, Candidates may be asked to sign a separate document confirming their agreement to this clause and therefore confirming their willingness to protect Us and the Sponsor in relation to this arrangement;
- (v) Candidates recognise that their participation in the programme *Recharge Nature* will be individual and that, as a result, other persons dependent on the Participant will not be able to participate with them.
- (vi) Candidates recognise, accept and confirm that the aim, nature, period and period of use of their personal details is a necessary condition of their application for the selection process.

### **Selection of Participants.**

**One (1) person** will be selected who may be called for an interview before participating in the programme *Recharge Nature*.

In the shortlist of finalists, other Candidates may be selected as reserves in the event that the selected one decides to not participate in *Recharge Nature* or is unable to participate.

Following the application procedure, the finalist will be selected by representatives of the Organizers exclusively based on his/her motivation and inherent qualities.

Candidates will be examined and the Participant will be chosen at our discretion based on the following criteria:

- Forty percent (40%) for awareness of errors made in travelling and willingness to remedy this irresponsible behaviour mirroring the aim of the project;
- Thirty percent (30%) for creativity, personality and originality demonstrated in the written answers and/or in the optional video required in the application procedure, with value given to a sense of humour and narrative ability;
- Twenty percent (20%) for the passion and desire to share the experience and the discovery of new activities, as well as the ability and willingness to share their experiences with various audiences and to bear witness to their personal experience;
- Ten percent (10%) for an interest shown in the mountains and activities connected to them as well as the ability to appreciate the open air even when facing physical and environmental challenges.

The decision of the Organisers will be final and binding.

In the eventuality that, in the opinion of the Selection Committee, no application is deemed suitable, or in the eventuality that none of the Candidates – including those in reserve – reply or can be reached following the procedure in place under the current regulations, we reserve the right to cancel, extend or repeat the Selection.

The evaluations of the Organisers will not be revealed or rendered public.

The probability of being chosen as a Participant will depend on the number and content of the applications received.

By applying, Candidates:

- acknowledge and accept clearly, that should they be chosen as Finalists, they will be asked to provide further information about themselves such as the absence of contractual or legal obligations that limit or prevent participation in *Recharge Nature*, as well as the absence of contractual obligations that limit or prevent their appearance in commercial or media content during *Recharge Nature*;
- Accept the eventuality that other people will take part in the activity at the discretion of the Organisers;
- Accept to provide, before the departure and at risk of being excluded, valid medical certificates confirming to be in possession of the necessary physical conditions to participate in *Recharge Nature* and in general in mountainous conditions.

### **Prohibited Content**

The Application should only include the Candidates' original work; it should not violate third-party rights, including, for example, rights to intellectual property or rights to privacy, publicity and other moral rights.

The Application must NOT contain (a) content favoring/promoting illegal or harmful activities; (b) violent, profane, vulgar, obscene, offensive, inappropriate or questionable material; (c) material of a sexual or defamatory nature.

We reserve the right to reject applications from Candidates who violate these rules and other dispositions presented in the Official Regulations, or those that in our opinion are considered unsuitable for any reason at our discretion.

### **License**

With their application, Candidates concede an open-ended worldwide licence (or for the duration of the protection allowed to relative laws on intellectual property rights) which is irrevocable, without the provision of royalties, to transform, elaborate modify, reproduce, distribute, transmit, publish, communicate to the public, broadcast, establish, demonstrate and otherwise use the application, in whole or in part, also in a modified form (for example, via Internet, through the Press, delivery, publicity in sales points, leaflets, brochures) in existing forms or those developed in the future, for means of recreation, promotion and/or publicity and/or for any other purposes.

With their application, Candidates guarantee that the application is original, in the sense above indicated, and that they are the owners of all rights necessary to present said application and furthermore that they concede the perceived rights as indicated in the Official Regulations.

Within the limits of the law, Candidates are obliged to compensate and remove responsibility for any violation of the present disposition.

Only the Participant or eventually the reserves can take part in *Recharge Nature*.

### **Recharge Nature**

The programme *Recharge Nature* will take place in the 7 municipalities of the "Progetto Integrato territoriale di valorizzazione turistica del Medio Alto Agordino" (Rocca Pietore, Alleghe, Colle Santa Lucia, Livinallongo del Col di Lana, Cencenighe, San Tomaso Agordino, Taibon Agordino) from the 5<sup>th</sup> to the 9<sup>th</sup> of September 2023. It will involve diverse activities intended to create a moment of reflection during which the Participant will be asked to play an active part in an authentic and unique travel experience, and to get involved in local life and culture. The ultimate goal is the development of experiential tourism with the aim of sustainability and well-being for the community and therefore with a social impact with a socio-cultural finality.

The programme, *Recharge Nature* will take place as follows:

1. Arrival and transfer of the Participant to the accommodation and presentation of the day's programme.
2. Presentation by the specialists and guides who will accompany the Participant for the duration of the *Recharge Nature* programme.
3. 5 (five) days of the activities foreseen in the *Recharge Nature*, including:
  - Hiking in which sustained physical force is required
  - Cooking in nature
  - Craftwork
  - Observation of fauna and flora
  - Stay in rudimentary structure where the continued supply of electricity and water is not guaranteed.
  - Use of knives, fire and potentially dangerous objects.  
(from now on '**Activities.**')
4. Transfer of the Participant to the airport and Departure.

In order to allow the Participant to take part in the initiative, the Organisers will provide the following:

- **Return flight** from the nearest airport to the place where *Recharge Nature* takes place. (understood by the term air travel + transfer)
- **Meals** (use of raw materials to cook breakfast, lunch and dinner) and **accommodation** (for the nights of Tuesday 5<sup>th</sup>, Wednesday 6<sup>th</sup>, Thursday 7<sup>th</sup> and Friday 8<sup>th</sup> 2023)
- **Local advice** that will ensure the correct running of the experience and programmed activity during the stay, observing the aim of the programme as indicated previously.
- **Equipment** where necessary, in order to correctly complete the programmed activities of *Recharge Nature* in complete safety.

We may ask for one or two written confirmations or certificates that confirm the necessary conditions for participation are met, including, for example, possession of a valid passport and the age of the Participant.

No substitution or transfer of the Participant will be considered for *Recharge Nature*.

Participants who for any eventual unforeseen circumstances or modifications - is unable to participate in *Recharge Nature*, he/she will not receive indemnity or financial compensation.

### **Conditions of the Programme Recharge Nature**

With consideration for the laws regarding such activity, *Recharge Nature* will adhere to the Official Regulations without any express or implied warranties.

The aforementioned Selection may be subject to local law, including, for example, tax regulations.

The Participant will be obliged to pay any such taxes incurred by their participation in *Recharge Nature*; We take no responsibility for such eventual taxes.

The Participant may be filmed or photographed or otherwise recorded (including his/her voice, image, performance etc.) throughout *Recharge Nature* which will take place in 7 (seven) municipalities (Rocca Pietore, Alleghe, Colle Santa Lucia, Livinallongo del Col di Lana, Cencenighe San Tomaso Agordino, Taibon Agordino); This material may be used for promotional and other means on any media platform, worldwide and without time limits, whereas the Participant will not have any rights regarding said material.

The Participant will ensure that they do not commit acts or omissions which could bring the Organisers of *Recharge Nature* into disrepute and recognise, in this case, that it would result in his/her removal as a Participant on the programme.

### **Health and Safety**

The Participant DECLARES to assume, as is in fact is the case, all responsibility, civil and criminal, regarding also compensation for eventual damage to objects, people and structures, directly caused and attributed to actions and behaviour during the course of *Recharge Nature* for the entirety of the programme.

The Participant DECLARES, otherwise, to accept all risks to his/her own person for the entirety of the event, removing the Organisers of *Recharge Nature* of all liability from this point onwards, for all legal purposes, renouncing from hereon in all requests for any kind of compensation or damages against the said Organisers.

In sending an application for participation, Candidates confirm their possession of the necessary health conditions required to participate in *Recharge Nature* and in the various activities proposed by the programme, and hereon in remove from all liability, for all purposes of law and reason, the Organisers from any request for damages or compensation caused by participation in the programme.

### **Communication of the Selection of Participants**

The Participant will be informed via the email address provided at registration on the **WebSite**, within 15 (fifteen) days of the deadline for applications.

Within 72 (seventy-two) hours of said communication, the Participant must confirm in writing via email his/her participation in *Recharge Nature* using the email address from which he/she received the communication of their Selection.

Refusal or inability to confirm one's participation in *Recharge Nature* or to provide the necessary information established in these Conditions and to confirm one's identity within the necessary and mandatory deadline, could result, at our discretion, in the disqualification of the Candidate from the Selection and the selection of a reserve candidate.

Once the Selection Procedure is terminated, we may publicly announce, also on the Social Media accounts of the Organisers, the name of the successful Participant.

By Participating in the Selection process for *Recharge Nature*, Candidates will have provided the Organisers with the declarations and guarantees indicated on the necessary application form.

The Selection Process will presume that all declarations and guarantees are correct and truthful.

In the case that We or Our representatives discover that there are untruthful or omissions, or behaviour that could negatively affect the Selection or where acts and/or omissions (in Our unquestionable opinion) could reverse negatively against the Selection or the Organisers, we reserve the right, at our discretion, (and without necessity of warning or explanation), the right to (i) refuse the application, (ii) interrupt the participation of the Candidate in *Recharge Nature*.

### **General Disclaimer of Liability**

By Participating in this Selection, Candidates exempt the Organisers and the companies of the group to which the Organisers belong, from all liability as far as the law allows, of any nature, and renounce any claims or rights, derived from/ relative to / connected to this Selection and *Recharge Nature* (including the activities included in its programme).

However, nothing in the Official Regulations will limit or exclude liability for death or personal injury caused by wilful misconduct or negligence as is declared by law.

### **Personal Information**

In order to manage the Selection and *Recharge Nature*, the Organisers must collect, examine and conserve Candidates' personal information (e.g. name, references and Application form) (“**Personal Information for Selection**”). The aim of such treatment is to allow us to complete the obligations cited in the Official Regulations, including the Selection procedure and for the execution of legitimate interest (e.g. for advertising and marketing purposes.)

Destination Makers will be the data controller of all Personal Information collected via the Selection Process but may share this information with third parties for reasons of Selection and *Recharge Nature*.

For further information on the treatment of your Personal Information, we ask you to refer to the information regarding Privacy on the **website**.

### **Interpretation and Controversy.**

The present Official Regulations will be interpreted according to the Italian Law. The application of the *United Nations Convention on Contracts for the International Sale of Goods* – CISG is excluded.

The choice of applicable law will not affect the rights of Candidates or the most favorable conditions given their role as clients, pursuant to Italian Law.

If Candidates act in the quality of consumers in our regard and as indicated in the Official Regulations they may do so within an Italian Court or with a competent Court in their place of residence.

If we intend to assert the rights that we are entitled to, towards the Candidates in the quality of consumers, we may do so only in a Court of Law in their own place of residence.

### **Various Provisions**

In case the Selection is disallowed, the Selection will be immediately cancelled.

If one or more of the provisions present in the Official Regulations is considered, entirely or in part invalid, illicit or inefficient by a competent court of law, they will be modified as far as is strictly necessary in order to render them valid, lawful and efficient. If a modification is not possible, the regulation will, in its entirety or in part, be removed. The modification or removal of the regulation, in its entirety or in part, pursuant to this clause, will not affect the efficiency or validity of the remaining regulations present in the Official Regulations.

As far as the law allows, we may suspend, modify or interrupt the Selection in the case that, at our discretion, an error, a malfunction, an interruption or harm may affect the management, safety, correctness, integrity or correct fulfillment of the Selection. In that case, the Participants in *Recharge Nature* will be chosen exclusively from those who have sent an application which satisfies the prescribed conditions and do not create such problems, where possible, and according to Our judgement of what is deemed opportune or correct.

Candidates recognise that we may cancel, suspend or interrupt the selection or *Recharge Nature* in the eventuality that we believe it necessary or opportune for reasons and circumstances that are beyond our reasonable control. Such eventualities include fires, storms, flooding, earthquakes, explosions, war, invasion, rebellion, sabotage, epidemics, work-related disputes, promised or threatened action that may affect air travel or action and omissions (including laws, regulations, refused authorisation or missing confirmation) by third parties (including sub-contractors, clients, government or public entities)

If, due to circumstances beyond our control, we were unable to fulfill the Selection or proceed with *Recharge Nature* or we were able to do so only in differing conditions, we

reserve the right to cancel the Selection and/or *Recharge Nature* or to do so in differing conditions.

Candidates exempt the Organisers from all liability that derives from or is relative to such termination, suspension, modification, or resolution. No transfer, refund, cash redemption, substitution, or payment of a monetary equivalent will be afforded to the Participant.

The elements of *Recharge Nature*, which the Participant have not experienced or benefited from will be considered void and will not be substituted.

Pursuant to art. 6, co. 1, D.p.r. 430/2001, the present Selection is not considered a Competition for Prizes given its predominantly socio-cultural finality of a collective interest in nature which characterises the Selection, the *Recharge Nature* programme and all persons involved.

Updated: 3<sup>rd</sup> July 2023

For Acceptance