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## GENERAL TERMS AND CONDITIONS

### Tour Packages

#### 1. PURPOSE

1.1 The present general terms and conditions govern the sale of Tourist Package from Meet Voyager.

#### 2. DEFINITIONS

2.1 In the present general terms and conditions, the following defined terms have the meanings indicated below, provided that the terms defined in the plural also apply in the singular and vice versa:

<b>GTCs</b>	means the present General Terms and Conditions;
<b>Business Day</b>	means any day other than Saturday, Sunday or a public holiday in Italy;
<b>Customer</b>	means a physical person or any legal entity who buys a Tour Package from Meet Voyager according to art. 33 of the Tourism Code;
<b>Meet Voyager</b>	means Meet Voyager s.r.l., with registered address in Nizza Monferrato (AT), Via Tripoli n. 30, VAT n. 01641930050, registered in the Asti Register of Companies, authorization for the exercise of tourism activity no. 16779 of 18 July 2018;
<b>Contract</b>	means the travel contract between Meet Voyager and the Customer concerning the Tourist Package and consisting of the Order, the Tourist Package Description and the GTCs;
<b>Order</b>	means the purchase order form of the Tourist Package attached to the GTCs;
<b>Tourist Package</b>	has the meaning referred to in art. 33, first paragraph, let. c) of the Tourism Code;
<b>Tourist Package Description</b>	means the information, sent by e-mail or on other paper-supported documents from Meet Voyager to the Customer, concerning the features, details and the price of the Tourist Package according;
<b>Consumer Code</b>	means the Italian legislative decree 6 September 2005 n. 206;
<b>Tourism Code</b>	The organization and selling of tourist packages, both within Italy or outside Italy, is regulated by articles 32-51 novies Italian legislative decree 23 May 2011 n.79, updated as per Italian legislative decree 6 June 2018 n.62 in accordance with European Union directive n.2015/2302, nonetheless by Italian Civil Code (Codice Civile) and Codice della Navigazione (R.D. n. 327 del 30.03.1942)
<b>Intellectual Property Rights</b>	means patents, utility models, designs, copyrights, trademarks or tradenames, the rights to topographies of semiconductor products, database rights, the rights contained in confidential information, including the know-how

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and trade secrets, moral rights or other similar rights in any country, whether or not registered, any applications to register any of the above rights and all rights relating to the filing of submission for the registration of any of the above rights, of Meet Voyager;

**Lack of Conformity**

means a non-fulfillment of the services included in the Tourist Package;

**Parties**

means Meet Voyager and the Customer jointly;

**Party**

means Meet Voyager or the Customer, depending on the context,

**Unavoidable and Extraordinary Circumstances**

means a situation outside the control of the Party which invokes such a situation and whose consequences would not have been avoided even by taking all reasonable measures;

**Website**

means the [www.meetpiemonte.com](http://www.meetpiemonte.com) website owned by Meet Voyager.

**3. EFFECTIVENESS AND MODIFICATION OF THE CONTRACT**

- 3.1 By signing the Contract, the Customer accepts the GTCs and purchases the Tourist Package
- 3.2 The GTCs are binding upon the Parties and replace and supersede any other general terms or other forms of the Customer.
- 3.3 The GTCs will be applied for the entire duration of the presence of the Tourist Package on the Website
- 3.4 Meet Voyager reserves the right to modify the GTCs at any time. The GTCs applicable to the Tourist Package are those in force on the day and at the time the Customer makes the purchase order on the Website.

**4. OBLIGATIONS OF MEET VOYAGER**

- 4.1 Meet Voyager undertakes to provide the Customer with the Tourist Package purchased by the Customer as better specified in the Tourist Package Description.
- 4.2 Meet Voyager also undertakes to promptly inform the Customer of any event that may affect the performance or features of the Tourist Package.

**5. TOURIST PACKAGE FEATURES**

- 5.1 The Customer acknowledges that the Contract provides all the pre-contractual information required by art. 34 of the Tourism Code and which are useful for evaluating and understanding the Tourist Package, including, but not limited to, destination, duration, start and end date, itinerary, visits, excursions or other services included in the Tourism Package, including the presence of escorts and tour guides.
- 5.2 The Customer further acknowledges that the photos included in the Tourist Package Description are only for illustration purposes. Therefore Meet Voyager invites the Customer to ask for more information by writing to [info@meetpiemonte.com](mailto:info@meetpiemonte.com) before buying the Tourist Service.
- 5.3 Any activity not specifically mentioned in the Tourist Package Description is not included in the Tourist Package and, therefore, the related costs and expenses are the sole responsibility of the Customer.

**6. METHOD OF BOOKING THE TOURIST PACKAGE**

- 6.1 In case of availability of the chosen date/time, Meet Voyager will send the Customer a confirmation via e-mail.

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- 6.2 In the event that the chosen date/time is not available, Meet Voyager will propose to the Customer an alternative date/time. If the latter should not be to the liking of the customer, Meet Voyager will reimburse the customer the price already paid.

## **7. OBLIGATIONS AND RESPONSIBILITIES OF THE CUSTOMER**

- 7.1 The Customer acknowledges that it is its sole responsibility to obtain, at its own expense, any identification documents, visas, residence permits or medical documentation necessary or useful for the use of the Tourist Package.
- 7.2 Failure to obtain such documents from the Client will not constitute Unavoidable and Extraordinary Circumstance on the side of the Customer.
- 7.3 The Customer is also responsible, but not obliged, to sign an insurance policy to cover any damage or expense which may be suffered or sustained in the use of the Tourist Package, following cancellation of the Tourist Package or for repatriation in case of accident or illness.
- 7.4 The Customer is obliged to send to Meet Voyager, by means of the reservation request, the special requests on the methods of delivery or execution of certain services included in the Tourist Package, including the need for assistance at the airport for people with reduced mobility, special meals on board or in the resort. Such special requests have to be finalized in a specific agreement.

## **8. PRICE AND PAYMENT**

- 8.1 The price of the Tourist Package is indicated in the Tourist Package Description
- 8.2 The Customer undertakes to pay the price of the Tourist Package in advance or at the moment of performance of the Tourist Package or in any case according to the methods indicated in the Order.
- 8.3 For any booking made after the deadline indicated to send the final payment, the entire amount will be required together with the signature of the contract.
- 8.4 The lack of reception of payments within the deadlines provided to the Customer, results in dismissing the Contract. The payment is considered completed once the amount is actually deposited on Meet Voyager's accounts which will be provided to the Customer within the purchase order.

## **9. REVISION OF THE TERMS OF PURCHASE**

- 9.1 Before departure, in the event that Meet Voyager needs to significantly change one or more elements of the Order, the Tourist Package Description or the GTCs, will immediately inform the Customer in writing, indicating the type of modification and the change in price.
- 9.2 In the event that such changes are not of minor importance, the Customer has 3 days to express the decision to accept the proposed modification or withdraw from the Contract without paying withdrawal expenses. In the event that the Customer decides to withdraw, Meet Voyager will have the right to offer a Tourist Package replacement of equivalent or superior quality.
- 9.3 In the event that such changes or the Tourist Package replacement result in a package of lower quality or lower cost, the price will be adequately reduced.
- 9.4 In the event that the Customer exercises the right of withdrawal pursuant to Clause 9.2, Meet Voyager will refund all payments made without undue delay, and in any case within fourteen days from the date of withdrawal.

## **10. REVISION OF THE PRICE**

- 10.1 Meet Voyager reserves the right to revise, upwards or downwards, the price of the Tourist Package in proportion to the change in the cost of the Tourist Package. The price increase has to be adequately documented in writing and can not take place within the twenty days prior to departure.
- 10.2 Price increases are possible only as a consequence of changes concerning:
- (a) the price of passenger transport based on the cost of fuel or other energy sources;
  - (b) the level of taxes or fees on tourist services included in the Contract imposed by third parties

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which are not directly involved in the execution of the Tourist Package, including landing, disembarkation and embarkation in ports and airports taxes;

(c) exchange rates relevant to the Tourism Package

- 10.3 In the event that the price increase referred to in this Clause exceeds 8% of the total price of the Tourist Package, the Customer has 3 days to express the decision to accept the proposed modification or withdraw from the Contract without paying withdrawal expenses. In the event that the Customer decides to withdraw, Meet Voyager will have the right to offer a Tourist Package replacement of equivalent or superior quality.
- 10.4 In the event that the Tourist Package replacement involves a package of lower quality or lower cost, the price will be adequately reduced.
- 10.5 In the event that the Customer exercises the right of withdrawal pursuant to Clause 10.3, Meet Voyager will reimburse all payments made without undue delay, and in any case within fourteen days from the date of withdrawal.
- 10.6 In the event of a price reduction, Meet Voyager will be entitled to deduct the administrative and management costs of actual practices from refund due to the Customer, and will provide evidence of such costs at the request of the Customer.

## 11. WITHDRAWAL OF THE PARTIES

- 11.1 The Customer has the right to withdraw, without providing any reason, by sending a written notice to Meet Voyager, under the following conditions:
- (a) within 30 days before the performance of the Tourist Package, without penalty;
  - (b) from 29 days\*\*\* before the performance of the Tourist Package, by paying a penalty equal to 100% of the price
  - (c) **\*\*\*COVID CLAUSE: From 29 days before the tour, any payment previously sent to Meet Voyager can be fully refunded **only in case of new travel restrictions** (quarantine requirements, lockdowns, border closure or else) imposed by local Governments (in Europe or in the Country of origin of Customers) as a consequence of the spread of the COVID pandemic. Alternatively, the Customer can ask to Meet Voyager, in writing, to hold that sum for future travel dates.**



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- 11.2 In the event of Unavoidable and Extraordinary Circumstances occurring in the place of destination or in its immediate vicinity, provided that such circumstances substantially impact the performance of the Tourist Package or the transport of passengers to the destination, the Customer has the right to withdraw from the Contract before the performance of the Tourist Package starts, without paying withdrawal expenses. In addition, the Customer is entitled to full refund of payments made for the Tourist Package, but not to additional compensation.
- 11.3 Meet Voyager has the right to withdraw from the Contract by offering to the Customer full refund of payments made for the Tourist Package. Meet Voyager has not to pay compensation if:
- (a) the number of persons registered in the Tourist Package is less than the minimum required by the Tourist Package Description or other contractual document and Meet Voyager communicates the withdrawal from the Contract to the Customer no later than (i) twenty days before the performance of the Tourist Package starts, in case of journeys lasting more than six days, (ii) seven days the performance of the Tourist Package starts, in the case of journeys lasting between two and six and (iii) forty-eight hours before the performance of the Tourist Package starts, in case of journeys that they last less than two days;
  - (b) Meet Voyager is not able to perform the Contract due to Unavoidable and Extraordinary Circumstances and communicates the withdrawal to the Customer, without unjustified delay, before the performance of the Tourist Package starts.
- 11.4 In the event that the Contract concerning the Tourist Package has been negotiated outside the business premises, the Customer has the right to withdraw from the Contract within five days from the date of signing of the Contract or from the date in which he receives the contractual conditions and preliminary information, if later, without penalties and without providing any reason. In case of offers with significantly lower fares compared to current offers, the right of withdrawal will be excluded and Meet Voyager will document the price change by adequately highlighting the exclusion of the right of withdrawal.
- 11.5 In the event that the Tourist Package can not be performed for reasons attributable to the Customer, the Customer is not entitled to any refund and Meet Voyager will have the right to ask the Customer compensation for damages.
- 12. LIABILITY AND LACK OF CONFORMITY**
- 12.1 Meet Voyager is liable for the full performance of the Tourist Package pursuant to art. 42 Code of Tourism and is required to provide assistance in the event that the Customer is in difficulty pursuant to art. 45 Code of Tourism.
- 12.2 The Customer is obliged to promptly inform Meet Voyager of any Lack of Conformity.
- 12.3 In the event that one of the tourist services included in the Tourist Package is not provided as agreed in Contract, Meet Voyager will remedy the Lack of Conformity, unless it is impossible or excessively burdensome, taking into account the extent of such a Lack of Conformity and the value of the tourist services affected by it.
- 12.4 In the event that Meet Voyager does not remedy the Lack of Conformity within a reasonable deadline specified by the Customer according to the duration and characteristics of the Tourist Package, the Customer is entitled to complain pursuant to Clause 12.2 and to seek reimbursement of the necessary, reasonable and documented expenses. In the event that Meet Voyager refuses to remedy the Lack of Conformity or such a Lack should be addressed immediately, the Customer is not obliged to specify a deadline.
- 12.5 In the event that Lack of Conformity constitutes a non-fulfillment of tourism services included in the Tourist Package which has no minor importance according to art. 1455 of the Italian Civil Code, provided that Meet Voyager has not remedied within the period of time set forth in Clause 12.2., the Customer can terminate the Contract, without charge, with immediate effects, or ask a reduction in the price, if applicable, without prejudice to compensation for damages.
- 12.6 In the event of termination of the Contract, if the Tourist Package included the transport of the

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passengers, Meet Voyager also provides for the return of the tourist with an equivalent transport without unjustified delay and without additional costs

- 12.7 Where it is impossible to ensure the return of the tourist, Meet Voyager bears the costs of necessary accommodation, where possible of a category equivalent to the one set forth in the Contract, for a period of time which does not exceed three nights for each Customer or for the longer period possibly required by law European Union law provisions concerning passenger rights and applicable to the related means of transport.
- 12.8 The limitation of costs set forth in Clause 12.7 does not apply to persons with reduced mobility, as defined in Article 2 (1) (a) of the Regulation (CE) n. 1107/2006, and their carers, to pregnant women, unaccompanied minors and people in need of specific medical assistance, provided that Meet Voyager has been notified of such particular needs at least forty-eight hours before starting the Tourist Package performance.
- 12.9 In the event that, due to occurring circumstances that are not attributable to Meet Voyager, it is impossible to provide, in the course of execution, a substantial part, by value or quality, of the combination of the tourist services agreed in the Contract, Meet Voyager offers, without additional costs charged to the Customer, alternative solutions having adequate characteristics, where possible equivalent or better than those specified in the Tourist Package Description, so that the performance of the Tourist Package can continue, including the possibility that the tourist's return to the place of departure is not provided as agreed. If alternative solutions involve a Tourist Package of lower quality than that specified in the Contract, Meet Voyager grants the Customer an adequate price reduction.
- 12.10 The Customer can reject the proposed alternative solutions only where they are not comparable to what was agreed in the Contract or where the granted reduction of the price is inadequate.
- 12.11 In the event that it is impossible to prepare alternative solutions or the Customer rejects the proposed alternative solutions, Meet Voyager will grant the Customer a price reduction.
- 12.12 Where, due to occurring circumstances that are not attributable to Meet Voyager, it is impossible to ensure the tourist's return as agreed in the Contract, Clauses 12.7 and 12.8 will apply.
- 12.13 The Customer is entitled to an adequate price reduction for the period of time during which there has been a Lack of Conformity, unless Meet Voyager proves that such a lack is attributable to the Customer.
- 12.14 The Customer has the right to be adequately compensated by Meet Voyager, without unjustified delay, for any damage suffered by the Customer as a consequence of the Lack of Conformity.
- 12.15 The Customer is not entitled to compensation for damages if Meet Voyager proves that the Lack of Conformity is attributable to the Customer or to a third party outside the provision of the Tourist Package and it was unpredictable or unavoidable, or was due to Unavoidable and Extraordinary Circumstances.
- 12.16 The maximum liability of Meet Voyager for damages due to its own default, total or partial, is equal to three times the price paid by the Customer for the purchase of the Tourist Package. These limitations do not apply to personal injury or those caused intentionally or by fault.

### 13. INSURANCE

13.1 Meet Voyager is regularly covered by insurance policies pursuant to art. 47 of the Tourism Code:

- (a) UnipolSai Assicurazioni – RC viaggi – Third party liability – n° polizza 1/64911/319/160474309/1
- (b) Fondo di Garanzia (Insurance that protects customers in case of bankruptcy of the Tour Operator), as per art. 47 of the Code of Tourism reviewed by D. Lgs. n. 62 del 21/05/2018  
**Polizza FILODIRETTO PROTECTION n. 6006003161/P**

13.2 If not included in the final price of the tourist package, it is possible and highly recommended to

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purchase additional insurance such as, but not limited to, trip cancellation, medical coverage abroad, lost luggage, international medical assistance. Any terms and conditions related to insurance products are the ones agreed and signed directly with the insurance company.

#### **14. INTELLECTUAL PROPERTY RIGHTS**

14.1 The Customer acknowledges that the Intellectual Property Rights are and will remain the property of Meet Voyager at any time.

14.2 Therefore, the Customer is not entitled to use, disclose or communicate Intellectual Property Rights.

#### **15. PERSONAL DATA**

15.1 The Customer acknowledges that Meet Voyager, for the proper provision of the Tourist Package, may ask to the Customer the personal data of the individuals who will use the Tourist Package. To this end, the Customer warrants that it is entitled to transfer such personal data to Meet Voyager. Therefore, the Customer undertakes to keep Meet Voyager harmless and indemnified in case of any request, demand or action from such individuals to the detriment of Meet Voyager for breach of the privacy legislation by the Customer.

15.2 Meet Voyager guarantees to handle personal data in accordance with the Regulation EU 679/2016 and the Italian Legislative Decree 196/2003 including, by way of example, the provisions concerning procedures for storage and processing, recognition of the rights of the holders of the personal data.

15.3 The Customer authorizes Meet Voyager, in its quality of data controller, to process the data, including the right to transfer to third parties such personal data, for the purpose of providing the Tourist Package.

#### **16. CUSTOMER TRANSFER RIGHT**

16.1 In compliance with art. 38 of the Tourism Code, the Customer can transfer its Tourist Package to a third party that meets all the conditions for the use of the Tourist Package by communicating in writing to Meet Voyager, directly or through the Customer, no later than seven days before the departure, that he can no longer take advantage of the Tourist Package and the contact details of the transferee.

16.2 The Customer and the transferee are solidly obliged towards Meet Voyager to pay the price and any additional expenses deriving from the transfer.

#### **17. INAPPLICABILITY OF WITHDRAWAL PURSUANT TO THE CONSUMER CODE**

17.1 Pursuant to art. 59, first paragraph, let. n), Consumer Code, the Customer acknowledges that the right of withdrawal provided for by art. 52 Consumer Code in the field of distance contracts is not applicable.

#### **18. FINAL PROVISIONS**

18.1 The Contract constitutes the complete manifestation of all the understandings and agreements between the Parties in relation to its scope are the sole source of rights and obligations between them, superseding and canceling all prior agreements whether verbal, written and/or per *facta concludentia*.

18.2 Any amendment or addendum to the Contract is not valid, effective and binding if it is not made in writing and signed by the Parties and in particular by the Party to whom the same is invoked.

18.3 Tolerance of a Party in case of any violation by the other Party of the obligations set forth in the Contract will not be construed as a waiver of the right set forth in the violated provisions, nor to demand complete fulfillment of the obligation hypothetically violated.

18.4 If any provision of the Contract were deemed invalid or unenforceable by a court or other competent authority, that provision will be deemed deleted from the Contract and the remaining provisions of the Contract will remain and will continue to remain in full force and effect.

#### **19. APPLICABLE LAW AND JURISDICTION**

19.1 Parties expressly agree that the Contract is governed exclusively by the Italian law with expressed exclusion of the rules on private international law.

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- 19.2 Any dispute regarding the validity, execution or termination of the Contract are subject to Italian jurisdiction. The competent court is identified according to the provisions of the Consumer Code and the Code of Civil Procedure. If the Customer is a resident or domiciled person outside Italy, the Court with exclusive jurisdiction is the Court of Asti.
- 19.3 The Customer has the right to resort to voluntary or joint negotiation procedures or to the conciliation procedure before the arbitration or conciliation commissions for the resolution of disputes between businesses and consumers and users concerning the provision of tourist services, established pursuant to article 2, paragraph four, letter a), Law of 29 December 1993, n. 580. In the conciliation procedure, the Customer has the right to make use of consumer associations. Such conciliation procedure is governed by Articles 140 and 141 of the Consumer Code.
- 20. MANDATORY ANNOUNCEMENT PURSUANT TO ART. 17 LAW N. 38/2006.** “Italian law punishes with jail crimes related to prostitution, pedophilia and pornography of minors that take place in Italy or abroad.”

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