

THE WESTIN VALENCIA

PERSONAL AND CONFIDENTIAL

Hotel Alameda Valencia S.L.
C.I.F. B 62.660.253
Amadeo de Saboya, 16
46010 Valencia
Tel 34 963625900
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Mariam Hesham- Contracting Agent
World Avenues SA- Travel Services
14, Rue Ferrier, CH-1202 Geneva, Switzerland
Tel: +41 225481211 - Direct Tel: +202 27296770 - Fax: +202 27296771
VAT No: CHE 109 867 307 - IATA No: 96-0 3299 6

Dear Mss. Mariam Hesham:

Pursuant to this letter, Hotel Alameda Valencia S.L. d/b/a The Westin Valencia ("**Hotel**") agrees to provide rates for guest rooms at Hotel's facilities to World Avenues SA ("**Company**") for use by Company and by travel agents, tour operators and wholesalers who primarily operate in off-line distribution channels (each, a "**B2B Partner**", and collectively, the "**B2B Partners**"), in accordance with, and subject to, the terms and conditions set forth below:

1. **Term:** This letter is valid from 1st of November 2017 – 31st of October 2018.
2. **Rates:** The rates for guest rooms at Hotel's facilities that may be included by Company and its B2B Partners in Travel Packages are specified on Exhibit A or on the rate sheet provided by Company. All rates are non-commissionable.
3. **Travel Packages:** Company must bundle and take commercially reasonable steps to ensure that its B2B Partners bundle all guest rooms made available through the Hotel Agreements in a packaged travel product that is, at a minimum, a guest room for a minimum of 2 nights and at least 1 of the following: airline tickets, train tickets, show tickets, transfers, an overnight cruise, a car rental or another meaningful component ("**Travel Packages**") before Company or its B2B Partners sell such guest rooms to retail customers. For the avoidance of doubt, under no circumstances may guest rooms made available through the Hotel Agreements be sold by Company or its B2B Partners on a retail website in a room-only or unbundled manner.
4. **Non-Disclosure of Rates:** Company may not sell, and must take commercially reasonable steps to ensure that its B2B Partners do not sell, Hotel's guest rooms at rates provided through this letter in a manner that discloses, directly or indirectly, the rates for such guest rooms. The distribution of any net rate through an internet site or Global Distribution System is strictly forbidden unless prior approval has been granted in writing by The Westin Valencia.
5. **Onward Distribution:** Except for B2B Partners, Company may not transfer or assign rates provided through the Hotel Agreements to any Company or organization. Upon receipt of written notice from Hotel or Starwood Hotels & Resorts Worldwide, Inc. ("**Starwood**"), Company must stop distributing rates provided through this Agreement to any B2B Partner that: (a) has failed to combine the rates into Travel Packages before selling them to retail customers or has otherwise violated the terms of this Agreement; (b) has violated applicable law; or (c) Starwood or such Participating Hotel otherwise determines do not qualify for use of such rates; (d) does not protect the rate party the hotel is requesting.
6. **Disclosure:** Company must, and must take commercially reasonable steps to ensure that its B2B Partners: (a) advise all customers that they are responsible for payment of all charges over and above the Standard Room Charge (e.g., internet access); and (b) clearly and conspicuously disclose to customers in advance of booking all state and local taxes and all automatic or mandatory charges (e.g., resort charges) specified by Hotel.
7. **Marketing:** Hotel grants Company a non-exclusive, royalty free, non-sub-licensable (except to B2B Partners), non-transferable, revocable license to use Hotel's trademarks and logos and text, images, data, or other content depicting or otherwise related to Hotel's facility, solely to promote the sale of Travel Packages in an offline environment. All Hotel trademarks and content must be obtained through the Starwood Archive (www.starwoodarchive.com) and must be used by Company and its B2B Partners in accordance with the Starwood Trademark Guidelines posted on the Starwood Archive. For the avoidance of doubt:

During the term of this Agreement and thereafter, Company, its affiliates, and the operators of Third Party Websites:

- (a) shall not, directly or indirectly, attack or interfere with the title or validity of the Trademarks or Content, or attack or interfere with Starwood's ownership rights to the Trademarks or Content.

- (b) shall not attack the validity of the License granted hereunder;
 - (c) shall not at any time, without the prior written consent of Starwood, adopt or use any word, name, symbol, device, or mark including, without limitation, any signature, design, logo, trade dress, Internet domain name, address, URL or site of other trade designation which is confusingly similar to the Trademarks;
 - (d) shall not harm, misuse, tarnish, disparage, or bring into disrepute the Trademarks or Content;
 - (e) shall not use the Trademarks or Content in any manner which could reasonably be expected to diminish the infringe, dilute, or damage the strength and value of the Trademarks or Content;
 - (f) shall comply with the usage requirements in this Exhibit A, as may be reasonably be amended or modified from time to time by Starwood;
 - (g) shall not modify, alter, or revise the Trademarks or Content in any manner;
 - (h) shall not bid on or purchase placement rights for any keywords or adwords that incorporate any of the Trademarks or the name of any property owned, managed or franchised by Starwood during the Term;
 - (i) shall use broad negative match capabilities or the equivalent in online searches for Starwood's hotel brands;
 - (j) shall not use of any of the Trademarks or the name of any property owned, managed or franchised by Starwood, as metatags in websites, other than pages in which Starwood properties are represented, and may not use them as meta titles in any circumstances;
 - (k) shall not use any advertising method that creates or overlays links or banners on Company Websites, browser windows, or utilizes any other method whether now known or hereafter developed to generate traffic from Company Websites that Starwood owns, without the prior written consent of Starwood;
 - (l) shall not authorize or agree to any third party's use of the Trademarks or Content, or any Trademark or Content, or any word, name, symbol, device, or mark (including, without limitation, any signature, design, logo, trade dress, Internet domain name, address, URL or site of other trade designation) that incorporates, comprises (in whole or in part), dilutes, or is confusingly similar, to the Trademarks, or incorporates, comprises, or is substantially similar to the Content; and
 - (m) shall not, directly or indirectly, register or attempt to register any of the Trademarks or Content or any word, name, symbol, device, or mark (including, without limitation, any signature, design, logo, trade dress, Internet domain name, address, URL or site of other trade designation) that is confusingly similar to any of the Trademarks or substantially similar to any of the Content.
8. **Revenue and Taxes:** For guest rooms sold by Company or its B2B Partners at rates provided through this letter, Company will pay Hotel an amount equal to 100% of the rate plus any applicable taxes and other charges (the "**Standard Room Charge**"). As between Company and Hotel, Company will retain all amounts by which the price of a Travel Package exceeds the Standard Room Charge (the "**Consumer Price**"). Company will be solely responsible for, and will timely remit to the proper taxing authorities, any and all taxes, duties, charges and governmental fees that are applicable to the difference between the Consumer Price and the Standard Room Charge.
9. **Billing Privileges:** Company must fully prepay for all bookings under this letter, unless, upon application and review by Hotel, Hotel elects to extend direct billing privileges to Company. If direct billing has been established, payment of all undisputed amounts is due within 30 days of Company's receipt of invoice from Hotel, and if not paid within 30 days will be accrue interest at 1½ % per month from the date of customer's departure.
10. **Reporting:** Company will provide Hotel with monthly reports in electronic form containing information about Hotel's guest rooms sold by Company and its B2B Partners under this letter.
11. **Insurance:** Each party will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this letter and will provide evidence of such insurance upon request.
12. **Warranties:** Company and Hotel each represent and warrant that it has the right, power and authority to enter into this letter and to perform all of its obligations in this letter. Company further agrees that it is solely responsible for the content of marketing and advertising materials relating to Travel Packages, and Company represents and warrants that it and its B2B Partners will accurately and completely display at all times any guest room information provided by Hotel.
13. **Indemnification:** Each party will indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from its breach of this letter or the negligence or intentional misconduct of such party or its officers, directors, employees, agents, and contractors. Company agrees that its indemnity will cover

claims: (a) resulting from Company or one of its B2B Partner's failure to pay any applicable taxes due on amounts it charged or collected; (b) resulting from Company or one of its B2B Partner's failure to clearly and conspicuously disclose to its consumer in advance of booking all mandatory fees and charges; or (c) by governmental authorities related to taxes or fees payable with respect to any amounts charged or collected by Company or its B2B Partners over and above the Standard Room Charge. Neither party will be liable for punitive damages.

14. **Dispute Resolution:** The parties will resolve any claim or dispute arising out of or relating to this Agreement through binding arbitration before one arbitrator. If Participating Hotel is located in the United States, the arbitration will be conducted under the rules of the American Arbitration Association or JAMS in the state and city in which the Participating Hotel is located, and the law of the state in which Participating Hotel is located will be the governing law. If Participating Hotel is located in Canada, the arbitration will be conducted under the Rules of Arbitration of the International Chamber of Commerce or the Canadian Commercial Arbitration Centre in the city in which the Participating Hotel is located, with all proceedings conducted in English, and the law of the province in which Participating Hotel is located will be the governing law. If Participating Hotel is located in Europe, the Middle East, or Africa, the arbitration will be conducted under the Commercial Arbitration Rules of the London Court of International Arbitration in London, England, with all proceedings conducted in English, and the law of England will be the governing law. If Participating Hotel is located in the Asia Pacific region (except for China (including Hong Kong)), the arbitration will be conducted in accordance with the rules of the Singapore International Arbitration Centre in Singapore, with all proceedings conducted in English, and the law of Singapore, will be the governing law. If Participating Hotel is located in China (including Hong Kong), arbitration will be conducted in accordance with the rules of the Hong Kong International Arbitration Centre in Hong Kong, with all proceedings conducted in English, and the law of Hong Kong, will be the governing law. If Participating Hotel is located in Central or South America or any location not specified above, the arbitration will be conducted under the rules of the American Arbitration Association in New York, New York, USA, and the law of the State of New York, USA will be the governing law. Notwithstanding the above, the parties may bring any claim or dispute arising out of a violation of the "Marketing" or "Confidentiality" provisions in state or federal court in New York, New York, and the law of the State of New York, USA will be the governing law. In any arbitration or litigation arising out of or relating to this Agreement or the enforcement of any arbitration award, the prevailing party will recover attorneys' fees and costs including expert witness and arbitration fees and pre- and post-judgment interest. Each party will be responsible for attorneys' fees and interest associated with the other party's efforts to collect monies owed under this Agreement.
15. **Laws and Policies:** Each party will comply with all applicable federal, state and local laws, its respective privacy policy, and Hotel rules and policies.
16. **Confidentiality:** Each party will each take reasonable steps to keep all confidential information provided by the other party confidential and to identify information as confidential when shared. Confidential information will not include: information that: (a) is already known by the receiving party, free of any obligation to keep it confidential, (2) is or becomes publicly known through no wrongful act of the receiving party, (3) is received by the receiving party from a third party without any restriction on confidentiality, (4) is independently developed by the receiving party, (5) is disclosed to third parties by the disclosing party without any obligation of confidentiality or because of valid order, rule, regulation or law, or (6) is approved for release by prior written authorization of the disclosing party.
17. **Termination:**
- a. Either party may terminate this letter in the event of a material breach of this letter by the other party if such breach is not cured within 30 days (or in the case of a breach of Section 5, within 5 days) from receipt of written notice of such breach;
 - b. Either party may terminate this letter without cause by providing the other party with 90 days prior written notice; and
 - c. Either party may terminate this Agreement upon 30 days' prior notice if the other party (i) consistently fails to pay its *bona fide* debts as they come due, (ii) becomes subject to a voluntary or involuntary bankruptcy proceeding (and, in the case of an involuntary proceeding, such proceeding is not dismissed within 90 days), or (iii) makes a general assignment for the benefit of its creditors.
 - d. The hotel will be entitled to end the contract without previous notice in case of discovering the use of the FIT provided rates online by the Company or one of their partners.
18. **Relationship of Parties:** Neither this letter nor the cooperation of the parties contemplated by this letter will be deemed or construed to create any partnership or joint venture between the parties.
19. **Public Communications:** Neither party will make or issue any public statement or announcement regarding the existence or the content of this letter, unless as the other party will agree in writing to such statement or announcement prior to its issuance.

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20. **Force Majeure:** If acts of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability.
21. **Notice:** Any notice required or permitted by the terms of this letter must be in writing.
22. **Assignment:** Company may not assign or delegate its rights or duties under this letter without Hotel's prior approval.
23. **Severability:** If any provision of this letter is held to be invalid or unenforceable that provision will be eliminated or limited to the minimum extent possible, and the remainder of the letter will have full force and effect.
24. **Waiver:** If either party agrees to waive its right to enforce any term of this letter, it does not waive its right to enforce any other terms of this letter.

This letter constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended except by a writing signed by Hotel and Company.

ACCEPTED AND AGREED TO:

By Company

By Hotel Alameda Valencia S.L.

Date

Date

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EXHIBIT A RATE AND INVENTORY AGREEMENT

Name of Hotel facility: The Westin Valencia

Address/City/ST/ZIP: Amadeo de Saboya, 16 46010 Valencia

Inventory and Rates: The currency for all prices, rates, and charges stated in this letter is EUR.

Package Room Rates:

FREE SELL:

Company and its B2B Partners may book rooms without an allotment commitment until such time as Hotel notifies Company to cease booking rooms or 7 days before the arrival date.

*All rooms on free sell must be sold and reported to Hotel daily by [fax/email], as well as recapped at the cut-off schedule. Unsold rooms from allocation will be automatically released back to Hotel at the specified cut-off date. Requests after cut-off date are subject to rate and space availability. **Company agrees that Hotel reserves the right to contact Company and to re-negotiate allocation, in the event that actual or historical sales do not warrant the above noted allocation.***

Requests should be **faxed** to the Hotel's Reservations Department, at **fax number +34 961.866.238** or **e-mailed** to reservations@westinvalencia.com. A confirmation number must be received from Hotel acknowledging receipt and confirmation of reservation.

Please advise your free sell/closed out contact name and e-mail address:

Name: _____

E-mail: _____

The following seasonal net wholesale leisure contract rates are offered to Company for the period of 1st of November 2017 – 31st of October 2018 ("**Package Room Rates**").

SEASON A (both dates included):

November 1st, 2017 to November 9th, 2017
November 13th, 2017 to November 16th, 2017
November 19th, 2017 to December 22nd, 2017
January 1st, 2018 to February 3rd, 2018
February 9th, 2018 to March 14th, 2018
March 20th, 2018 to March 21st, 2018
March 25th, 2018 to March 27th, 2018

Room Category	Rack Rate (per room) Single or Double Occupancy		Package Only Net Rate (per room) Single Occupancy	Package Only Net Rate (per room) Double Occupancy
Deluxe	750.00	EUR	150.00	170.00
Grand Deluxe	790.00	EUR	190.00	210.00
Junior Suite	965.00	EUR	365.00	385.00

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SPECIAL OFFER on SEASON A: Friday, Saturday & Sunday nights only (week days do not available) – Minimum Stay 2 Nights 15% off with 15 days release. Available all year except during July, August, Fairs and special Events.

Room Category	Rack Rate (per room) Single or Double Occupancy		Package Only Net Rate (per room) Single Occupancy	Package Only Net Rate (per room) Double Occupancy
Deluxe	750.00	EUR	127.50	144.50
Grand Deluxe	790.00	EUR	161.50	178.50
Junior Suite	965.00	EUR	310.25	327.25

* All **Package Room Rates** are per room unless otherwise noted.

* Rates are in EUROS, per room and per night.

* The taxes stipulated (V.A.T. valid at the billing date), are those currently in effect, and are not included.

SEASON B (both dates included):

December 23rd, 2017 to December 30th, 2017

April 2nd, 2018 to August 27th, 2018

August 31st, 2018 to October 31th 2018

Room Category	Rack Rate (per room) Single or Double Occupancy		Package Only Net Rate (per room) Single Occupancy	Package Only Net Rate (per room) Double Occupancy
Deluxe	750.00	EUR	160.00	180.00
Grand Deluxe	790.00	EUR	200.00	220.00
Junior Suite	965.00	EUR	375.00	395.00

SPECIAL OFFER on SEASON B: Friday, Saturday & Sunday nights only (week days do not available) – Minimum Stay 2 Nights 15% off with 15 days release. Available all year except during July, August, Fairs and special Events.

Room Category	Rack Rate (per room) Single or Double Occupancy		Package Only Net Rate (per room) Single Occupancy	Package Only Net Rate (per room) Double Occupancy
Deluxe	750.00	EUR	136.00	153.00
Grand Deluxe	790.00	EUR	170.00	187.00
Junior Suite	965.00	EUR	318.75	335.75

* All **Package Room Rates** are per room unless otherwise noted.

* Rates are in EUROS, per room and per night.

* The taxes stipulated (V.A.T. valid at the billing date), are those currently in effect, and are not included.

FAIRS AND SPECIAL EVENTS (both dates included):

A minimum length of stay of 2 nights is requested over the following special dates:

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November 17th, 2017 to November 18th, 2017 (Gold Medal Marathon 2018)

December 31st, 2017 (New year's Eve)

February 4th, 2018 to February 8th, 2018 (Cevisama Fair)

March 15th, 2018 to March 19th, 2018 ("Fallas" event)

March 22nd, 2018 to March 24th, 2018 (Half-Marathon World Championship)

March 28th, 2018 to April 1st, 2018 (Easter)

August 28th 2018 to August 30th 2018 (Tomatina)

Room Category	Rack Rate (per room) Single or Double Occupancy		Package Only Net Rate (per room) Single Occupancy	Package Only Net Rate (per room) Double Occupancy
Deluxe	750.00	EUR	285.00	305.00
Grand Deluxe	790.00	EUR	325.00	345.00
Junior Suite	965.00	EUR	500.00	520.00

* This rates are **subject to availability**.

* All **Package Room Rates** are per room unless otherwise noted.

* Rates are in EUROS, per room and per night.

* The taxes stipulated (V.A.T. valid at the billing date), are those currently in effect, and are not included.

In addition to the guest room accommodations, the net rates provided by the property include:

1. Buffet Breakfast at Rosmarino Restaurant	2. Free access to Caroli Health Club Wellness Center
3. Free access to WestinWORKOUT® Fitness Studio	

Black-Out Dates:

November 10th, 2017 to November 12th, 2017 (Moto GP Championship)

Hotel reserves the right to impose black-out dates at its sole discretion. In such case, Hotel will honor all reservations for the black-out period, which were made prior to the notification of the black-out, provided reservation are received within 24 hours of the notification of the black-out at Hotel.

Please note that the black-out dates may be added during the year at any time. Hotel will advise Company of this in advance and in this case, Hotel will request that Company stop selling from the allotment and submit reservations already made within 1day from the date of notice.

Stop Sell:

Whenever necessary to close out dates, the Hotel will notify the Operator. All the reservations for the closed out dates must be communicated to the Hotel by the Operator upon receipt of stop sale. The rooms not sold revert automatically to the Hotel. Once a stop sell has been issued and reservations have been reported, any changes must be approved and the stop sales informed by the Hotel must be accepted by the Operator. If the Hotel does not receive an answer to this e:mail in 24 hours we will consider the Operator has closed the dates so all allotments and freesale will no longer be available. Any reservation done 24 hours after the Hotel sent the e:mail above mentioned, will not be accepted.

Rate Conditions:

Taxes: All room rates quoted are net, non-commissionable and exclude VAT. Current VAT tax: 10% on room and F&B; 21% on the other services. The percentages specified are subject to change by Government regulation and may be payable by Company on the margin applied to the guest rooms over and above the room rate.

Split Season Rate: For any reservations that commence in one season and overlap into another season during the guest's stay, the corresponding rate for each season will apply.

Incidental and Additional Charges:

- a. ***Children Policy:*** No charge up to one child under 4 when sharing same room with two adults, on bed & breakfast basis. From 4 up to 12, the cost of the extra bed is 35€ (VAT included) In case one or two children are occupying the room with one adult, we will charge double occupancy rate.
- b. ***Extra Adult Person Charge:*** The above net rates are for single & double occupancy only. Each additional adult will be charged EUR 59.09 per day (VAT excluded), with a maximum of 3 adults per room. 3 people would be able to accommodate in any room type. 4 people would be able to accommodate only in Junior Suite.
- c. ***Parking:*** Hotel offers parking at EUR 20.00 + 21% VAT per day.
- d. ***Porterage:*** No porterage for individual arrivals; Group porterage fee is EUR 4.00 + 21% VAT round-trip, per room. Porterage charges will be automatically posted to the master account, unless otherwise specified.

Check-in and Check-out Time: Check-in time is 15:00, check-out time is before 12:00. All guests arriving before 15:00 will be accommodated as rooms become available. Baggage may be checked-in for those arriving early if rooms are unavailable.

Cancellation Policy: Room reservations may be canceled up to 24 hours prior to arrival, via fax or e-mail. If cancellation occurs with 24 hours of arrival (after 4pm local time of day prior to arrival) or if a no-show occurs, a one-night cancellation fee including room and tax, will be assessed (unless for Fairs and Special Event dates, in which a 100% cancellation fee will be applied). In case of multiple reservations (more than 6 rooms) related to the same party, reservations may be canceled up to 7 days prior to arrival, in order to avoid a one-night cancellation fee including room and tax, per booking. Date changes inside of the cancellation policy are considered a cancellation and a re-booking, and as such, are subject to cancellation damages. The daily cancellation fee will not be contingent on Hotel's occupancy for the nights for which rooms are cancelled. No-shows must be paid without reliance on vouchers due to the inability of the client to present the voucher. Should the Company fail to pay the cancellation fee, Hotel may cancel the Company's billing privileges or this letter, at Hotel's sole discretion, without any obligation or liability whatsoever. No refunds will be provided for early departure. The cancellation policy may be changed by Hotel at any time in Hotel's sole discretion.

Early Departure Policy: An early departure fee of one night's room and tax will be billed to Company in the event guests do not utilize all nights originally booked but not consumed.

Relocation: If any guest room reservation cannot be accommodated by Hotel, Hotel will provide: (1) accommodations at a comparable Hotel reasonably nearby at no charge for the first night; (2) one complimentary round trip ground transportation between Hotel and the alternate hotel for each day the guest is displaced; (3) one 5 minute phone call and necessary arrangements for forwarding of the displaced guest's telephone messages and mail; (4) an offer to relocate the displaced guest back to the first available guest room; and (5) upgraded accommodations at Hotel upon return (if available) and a welcome expression from the General Manager.

Disability Accommodation Policy: As all of Hotel's accommodations are sold on a first come first served basis, in order to ensure that Hotel is able to best accommodate any guests with disabilities, it is the responsibility of Company to notify Hotel at least 3 days in advance of the need for any special accommodations, including accessible guest rooms. Should Company fail to do this, Hotel may not be able to ensure that disabled guests receive their requested accommodations.

PAYMENT METHOD:

FULL PREPAYMENT will be due to Hotel. Prepayment should be received at least 48 hrs prior guest arrival (working days), If full prepayment is not received within this period, the reservation will automatically be cancelled. Checks for full prepayment should be made payable to Hotel by individual reservation, noting guest name and arrival date. Checks should made payable to: Hotel Alameda Valencia S.L.

When utilizing a Bank Wire to prepay reservations, Company must notify Hotel in advance and request from Hotel wire instructions. Guest information (i.e., Guest Name, Travel Date, and Hotel Name) must be included with the wire transfer.

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Groups: Rates in this agreement are applicable to individual bookings only. Group rates will vary. A group is from 10 paying rooms or 15 paying people on at least one night during their stay.

For group enquiries please contact: sales@westinvalencia.com or tel.: +34 91 866 286.

HOTEL CONTACT INFORMATION:

Reservations Contact Information:

Name: Reservations Dept.

Phone #: 963625900

Fax #: 961866238

Email: reservations@westinvalencia.com

Revenue Director's Contact Information:

Contact: Guillermo Cort, Revenue Manager

Phone #: 963625900

Fax #: 961866238

Email: guillermo.cort@westinvalencia.com

Sales Department Contact Information:

Name: Cristina Patteson, Director of Sales

Phone #: 963625900

Fax #: 963625909

Email: cristina.patteson@westinvalencia.com

Accounting Department Contact Information:

Name: Amparo Raga, Accounts Receivable Supervisor

Phone #: 963625962

Fax #: 961866261

Email: amparo.raga@westinvalencia.com