

CONDITIONS OF PARTICIPATION IN TOURIST EVENTS

GENERAL PRINCIPLES

Nowa Itaka sp. z o.o. in Opole, hereinafter referred to as "travel agency", is committed to providing Customers with the optimal conditions for leisure during tourist events. These Terms and Conditions of Participation issued on the basis of Art. 384 § 1 of the Civil Code and the Act dated 29 August 1997 on tourist services define the rights and obligations of Customers and travel agencies. The organizer of the tourist events is the travel agency.

PERSON MAKING A RESERVATION

Person making a reservation (the first person mentioned in the booking confirmation/ travel documents or payer) shall accept responsibility of payment the full amount of the tourist event price for all people mentioned in the booking reservation/ travel documents. He/ she shall also be obliged to inform the remaining people about all details concerning the tourist event. The person making a reservation must be 18 years old. Conclusion of a contract for the benefit of a juvenile requires a written consent of parents or legal guardians, with the signatures of the parents or legal guardians with a notary certification (if the juvenile goes without the parent or legal guardian). Parents or legal guardians are responsible for damage caused by juveniles during the event.

It is recommended that the Customer making a reservation for an event to contact the travel agency (directly or through the sales point, where the reservation was submitted for a trip organized by Itaka Travel Agency) 24 hours before the planned term of departure from the country, in order to confirm the flight schedule/bus timetable. An always up-to-date flight / route schedule can be checked at the Client Area

PRICE OF THE EVENT, CONDITIONS OF PAYMENT, PRICE CHANGES, PASSPORT AND VISAS, VACCINATIONS

All prices are contractual prices. The Customer is entitled to the benefits guaranteed by the offer, constituting an integral part of the contract concluded with the Customer. The price of the event does not cover the costs of acquisition of a passport, visa, protective inoculations, additional insurances, and responsibility for their acquisition rests with the participant of the event.

Each participating traveling outside the European Union must possess a valid passport (a minimum of 6 months from the date of return to Poland). For traveling to European Union countries, a personal identity card or passport is required. This requirement also applies to children up to 2 years old. Before making the reservation, the travel agency recommends that persons with a temporary or diplomatic passport contact with a diplomatic post of the destination country due to possible formal restrictions associated with such a passport. The price of the event is determined based on the valid tariffs, prices, fees and currency exchange rates.

The travel agency reserves the right to raise the price of an event before the date of departure as the result of an increase of the costs of transportation, administrative fees, taxes or fees due for such services as airport services, loading or reloading services at maritime harbors and airports; increase of currency exchange rates.

Twenty days before departure, the price set in the contract cannot be increased. The advance payment is 30% of the price of the event.

The advance payment should reach the travel agency or sales point where the reservation was made for a trip organized by Itaka Travel Agency or to the bank account indicated by the travel agency within 24 hours from the moment of reservation. The fee for tourist event, minus possible advance payments, should reach the travel agency or sales point where the reservation was made for a trip organized by Itaka Travel Agency or to the bank account indicated by the travel agency 30 days before the date of departure. For reservations less than 30 days before departure, the full amount for the tourist event shall be paid within 24 hours from the moment of making the reservation, in the way described above. The fee for additional insurance for the costs of cancellation must be made together with the payment of the advance payment or the full price, depending on the date of making the reservation for a tourist event. If reservation is not made personally, the Customer shall be obligated to send a bank proof of payment via fax or e-mail, at the latest 24 hours after making a reservation. Proof of payment must be sent to the sales point where the reservation was made for a trip organized by Itaka Travel Agency or to the address sklep@itaka.pl, if the reservation was made via the website www.itaka.pl. If the aforementioned conditions are not met, the travel agency reserves the right to delete unpaid reservations. If a reservation is made less than 14 days before departure, payment must be made on the same day.

Returns of money shall be transferred only to the indicated bank account or in the form of a money order to the address of the Customer given at reservation, on the basis of an instruction given by the person making the reservation (the first person mentioned in the booking confirmation/ travel documents or payer).

A trip in a region of the world with a different climate or low standard of sanitary and hygiene conditions requires adequate advance prophylaxis. For trips in particular in the region of the Caribbean Islands, to Central and South American countries, in the region of the Middle East, as well as Central Africa and Asia, we recommend that you become acquainted with current information on potential health risks and the available prophylaxis available on the website of the World Health Organization (WHO), the European Centre for Disease Prevention and Control (ECDC), as well as on the page dedicated to "Information for travellers" within the website of the Main Sanitary Inspectorate (www.gis.gov.pl).

FLIGHT AND HOTEL DAY

Itaka Travel Agency informs the Customer that the date of departure is a date of beginning and the date of return is the date of finishing of an event. The first and last day of the plane event is provided for transport and not for the actual relaxation. A hotel day, and therefore hotel benefits (e.g. board), in hotels and apartments ends at 10.00, and begins at 14.00-15.00. In the case of night arrivals to the country of destination, taking place the following day after the date on which the hotel benefits begin, stated on the travel document under the heading "DATE", you are accommodated in the hotel upon arrival – which means that the hotel day is calculated from 14.00-15.00 on the day stated on the travel document under the heading "DATE". Commencement of all inclusive benefits takes place after check-in in the hotel, on condition that the first hotel day has already begun, and ends at check-out, however, no later than the end of the last hotel day. In the case of return flights to the country taking place after the last hotel day is finished, rooms should be left until 10.00 on the check-out date. In the case of ship cruises, embarkation on the ship begins at 13.00 on the date of commencement of the cruise. Cabins should be left by 9.00 on the date of completion of the cruise.

CHANGES AND RESIGNATION FROM AN EVENT BEFORE DEPARTURE

A. DUE TO CIRCUMSTANCES LYING WITH THE TRAVEL AGENCY

The travel agency shall be obligated to inform the Customer about any important changes and the rights stemming from their introduction, immediately upon receipt of information pertaining to such changes. Upon receiving information in this regard, the Customer shall immediately inform the travel agency in writing (either directly or through the sales point where the reservation was made for a trip organized by Itaka Travel Agency) whether he accepts the proposed amendment or withdraws from the contract. The travel agency has the right to cancel a tourist event if the number of reservations is lower than 50 persons for bus events and 220 for plane events. In such a case, Customers, who made reservations must be notified in writing of the cancellation at the latest 3 days before the planned departure. A Customer, who after receipt of information on changes of the conditions of the contract agrees to them, by taking part in the event, shall not be entitled to damages stemming from the said changes.

B. DUE TO CIRCUMSTANCES LYING WITH THE CUSTOMER

B.1. CHANGES

A Customer's change of the purchased tourist event shall require a written statement under the pain of nullity. Such declaration must be submitted directly to the travel agency or the sales point where the contract for a tourist event was concluded. A participant of an event, who after payment of an advance payment or the whole price of the event wishes to make changes in terms of the date, destination, hotel, participants etc. shall be obligated to abide by the following principles:

- at changes, about which the participant of the event informs the travel agency at the latest 40 days before the planned date of departure, the travel agency shall be authorized to collect a processing fee in the amount of PLN 250 per person. This fee shall be paid directly when making the change or immediately after making the change, so that for the given tourist event at least the full advance payment is always paid. The same fee applies to a Customer, who wishes to transfer the event to another person, meeting all the conditions of participation in the event. A transfer may take place only if the regulations of airlines and the travel agency do not prohibit it and under the condition of notification of the travel agency in advance before the date of departure. Notification must take place immediately after the Customer has made a decision to change a participant. The Customer may inform the travel agency of the change of participant at the latest 2 hours before the hour of departure for plane events or 15 minutes before departure for bus events, and notification in that time may take place at the location of beginning of the event (airport for plane events, main assembly location for bus events). At transferring the event from person to person, both Customers shall bear joint and several liability for payment of the price of the event;
- in the case of events realized with a cruise/liner plane (not chartered plane), the above-mentioned conditions of change do not apply. The costs of changes (date, participation etc.) charged by the travel agency will depend on the costs charged by the carrier. Before confirmation of a change, one shall contact the travel agency in order to acquire information on possible costs arising in connection with this matter;
- the travel agency shall treat the change of the destination, date and duration of the event demanded by the Customer, of which changes the travel agency shall be informed less than 40 days before the originally planned date of departure, as resignation from the trip (see below in item B.2.) and a new reservation. What follows, the travel agency shall be entitled to charge the Customer with the costs incurred by the travel agency in connection with the already made preparations for organization of the tourist event, from which the Customer resigns in aid of another event, and specified in item B.2. of these Conditions of Participation. A Customer changing the date of departure or the destination, hotel or participants, more than 40 days before departure, shall be entitled to the same price conditions, which were in force on the date of the original reservation, at selection of a new (different) event.

B.2. RESIGNATION FROM A TOURIST EVENT

A Customer's resignation from the purchased tourist event shall require a written statement under the pain of nullity. Such declaration must be submitted directly to the travel agency or the sales point where the contract for a tourist event was concluded. If a Customer resigns from participation in a tourist event or if the Customer fails to begin a tourist event due to reasons not dependent on the travel agency, the Customer shall be entitled to reimbursement for the paid amount after the travel agency's deduction of the amount constituting the equivalent of the actual costs in the amount not higher than the one specified further in this item of the Conditions of Participation (as well as the costs of insurance), incurred by the travel agency in connection with the already made preparations for organization of the tourist event. If the Customer does not start a tourist event for reasons beyond the travel agency without submitting cancellation or without informing the travel agency of his intentions regarding the event which was not started by him, his reservation for the trip in question will be cancelled from the reservation system of the travel agency after 48 hours from the commencement of the event which was not used by the Customer. The Travel Agency provides for information purposes only, that the historic average costs of deductions - in relation to the total value of the concluded contract - are as follows:

- more than 40 days before the date of departure – fixed manipulating fee in the amount of PLN 250 per person
- from 39 to 31 days before the date of departure – up to 20% of the event price,
- from 30 to 21 days before the date of departure – up to 30% of the event price,
- from 20 to 14 days before the date of departure – up to 50% of the event price,
- from 13 to 8 days before the date of departure – up to 70% of the event price,
- from 7 to 2 days before the date of departure – up to 80% of the event price,
- 1 day before the date of departure and less – up to 90% of the event price.

Estimation of the final incurred costs may be done by the travel agency only after the final date of departure, from which the Customer resigned. If one of the two persons participating jointly in an event resigns, then the other person, which will travel alone, shall

be obligated to pay before the departure a fee corresponding to an addition for a single-bed room (in the case of trips and lack of surcharge to a single-bed room, such a person will be checked-in with another same-sex person). In the case of events realized with a cruise/liner plane (not chartered plane), the above-mentioned conditions of change and resignation do not apply. The costs of changes (date, participation etc.) as well as resignation charged by the travel agency will depend on the costs charged by the carrier. Before confirmation of a change/resignation, one shall contact the organizer in order to acquire information on possible costs arising in connection with this matter.

OTHER CHANGES

The provided flights hours and bus timetables shall be the expected times and may change (e.g. due to the safety of passengers, a temporary overload of the international air corridors in case of plane events or traffic problems in case of bus events, adverse weather conditions). In case of the need to change the term or time of departure, the travel agency shall be obligated to immediately notify the Customer about this fact.

INSURANCE OF THE COSTS OF RESIGNATION IN PARTICIPATION IN A TOURIST EVENT

The organizer informs of the possibility to purchase additional insurance for resignation costs. The subject of the insurance, available against an additional fee, are the costs of resignation from participation in a tourist event. The full content pertaining to the insurance of the costs of resignation from an event can be found in the Terms and Conditions of Insurance During Travel always available at www.itaka.pl or in the sales point offering events organized by Itaka Travel Agency.

RESPONSIBILITIES AND LIABILITY OF THE TRAVEL AGENCY AFTER DEPARTURE

The travel agency is not liable for information contained in publications, brochures, folders, flyers, etc. issued by hotels, which have not been made available to the Customer by Itaka Travel Agency.

RESPONSIBILITIES AND LIABILITY OF THE TRAVELER

In case of plane events, a participant of an event shall be obliged to acquire information from the resident or from the hotel's notice-boards on the organized events and the term of the return flight, also including the changes of time of the return flight in relation to the times at the moment of departure from the country. It is necessary to confirm the return schedule 24 hours before the planned time of departure to the country at the travel agency's local representative or using the hotel's information board or via the Clients Area. In the case of events realized with a cruise / liner plane, a participant of an event shall be obliged to comply with the rules of confirmation of the flight segments as notified by the travel agency. Failure to confirm shall entitle the airlines participating in the transportation to distribute the reserved seats. A participant of an event shall be responsible for the fact that he himself/ she herself as well as their luggage meet the conditions in force for a trip by plane, bus or other means of transport provided. The Terms and Conditions of Flight Carriage for Passengers and Luggage are available at www.itaka.pl, under the tab "airlines". It should be noted that pregnant women should not travel by plane without prior medical consultation. For security reasons, pregnant women in their 26 to 34 week (in the case of multiple pregnancy - from their 20 until the end of 28 week) of pregnancy, are required to submit to the carrier a medical certificate in English stating that there are no contraindications for the flight. Pregnant women after their 34 week (in the case of multiple pregnancy after their 28 week) of pregnancy may not be allowed by the carrier for the flight. The final decision on allowing the pregnant woman for the flight is taken by the captain of the aircraft. In the case of boat trips, woman who have been pregnant for more than 24 weeks are obliged to present a medical certificate permitting them to travel prior to embarkation. The Carrier reserves the right to request a medical certificate at each stage of pregnancy and refuse entry if the Carrier and/or the ship's Captain are not sure that the Passenger will be safe during the travel.

COMPLAINTS

The travel agency shall limit its liability for non-performance or improper performance to twice the price of the tourist event for each customer in accordance with Article 11b of the Act from August 29, 1997 on Tourist Services. This limitation does not apply to personal injury. If a participant identifies a defect in the event, they must immediately inform the pilot or the local representative of the travel agency so that the defect can be remedied on the spot. Irrespective of the notification of defects in the event, the Client may file a complaint with the organizer. The complaint processing period is 30 days from the date of the end of the tourist event, and in the case of a complaint made after the end of the tourist event, 30 days from the date of its submission. Complaints cannot be based on circumstances for which the travel agency is not responsible. One should start searching for forgotten items immediately after you return. The travel agency may charge a fee to cover the cost of searching for forgotten items. This fee is payable regardless of whether the forgotten item is found or not. All complaints (with a precise indication of the event to which they relate, possibly with a copy of the travel document) must be submitted within 30 days from the end of the event in such a way as to allow specific allegations concerning the realisation of the holiday to be known to the address:

Centrum Obslugi Klienta
Nowa Itaka sp. z o.o.
ul. Reymonta 39, 45-072 Opole
 or to the e-mail address cock@itaka.pl

LIABILITY OF AIRLINES

The flight to and from the destination is subject to the terms of the Montreal Convention from 1999. Complaints concerning damage or pilferage of baggage during air transport must be made in writing on the form Property Irregularity Report (hereinafter PIR) to the address of the representatives of airlines within 7 days from collecting the damaged items. Complaints resulting from the delay in delivering the luggage should be submitted in writing to the address of the airline representatives within 21 days from the date of receipt of the luggage by the passenger. The PIR form is available at airports, usually at points for reporting loss or damage to baggage ("Lost and found").

FINAL PROVISIONS

In matters not covered by these Terms and Conditions of Participation the provisions of the Act dated 29 August 1997 on tourist services as amended, and the provisions of the Civil Code and other rules on consumer protection. Possible disputes shall be resolved amicably by the parties, and if they fail to reach amicable agreement, the disputes shall be resolved by the competent local court. The Consumer may use the Internet-enabled consumer dispute resolving system available via the EU Internet platform - ODR, at: <http://ec.europa.eu/consumers/odr/>