GENERAL TERMS AND CONDITIONS OF PARTICIPATION

Updated: 17 March 2026

I. GENERAL PROVISIONS

Nowa Itaka sp. z o.o., with its registered office in Opole, hereinafter referred to as the "Travel Agency", is entered under number 015 in the register of organisers and traders facilitating linked travel arrangements maintained by the Marshal of the Opolskie Voivodeship. The Travel Agency aims to ensure that Travellers are provided with optimal conditions for leisure in the context of packages and travel arrangements not constituting packages. These "General Terms and Conditions of Participation" are hereinafter referred to as the "Terms and Conditions". The terms: "package," hereinafter the "Package," "package travel contract," hereinafter the "Contract," "Traveller" (also referred to as the "Customer") and "durable medium", as used in these Terms and Conditions, shall have the meanings assigned to them, respectively, in Article 4(2), (3), (6) and (10) of the Act of 24 November 2017 on Package Travel and Linked Travel Arrangements, hereinafter referred to as the "Act". Wherever these Terms and Conditions refer to a "Sales Office" or "Office" without further specification, this shall be understood as a "point of sale" as defined in Article 4(11) of the Act, at which the booking of a Package or a Trip was made by the relevant Traveller.

In addition to organising packages, the Travel Agency also offers individual travel services (hereinafter referred to as "Trips"), which do not constitute packages and to which the Act does not apply. Trips comprise travel services which constitute a standalone service and have not been combined by the Travel Agency with other travel services. Trips include, in particular, contracts for hotel accommodation where transport is arranged independently, as well as contracts for air carriage (one-way or return). The content of Contracts concluded with Customers clearly indicates whether they concern the organisation of a Package or a Trip. In the case of Trips, Nowa Itaka Sp. z o.o. acts as a trader, whereas the Hotel Owner or the Air Carrier is a separate trader and, at the same time, the actual provider of the relevant contract. Their details are provided in the lower part of the Contract and on their website, as indicated under the "Contact" section in the Travel Agency's offer; in the case of hotel accommodation, such details are also available after logging in at www.itaka.pl/strefa-klienta/ in the information relating to the booking of the trip, and in the case of air carriage at www.itaka.pl/linie_lotnicze/ in the section relating to the relevant air carrier. Contracts relating to Trips shall be governed, mutatis mutandis, by these Terms and Conditions applicable to Packages, with the exception of Chapter XIII, provisions relating to insurance, and any other provisions that expressly refer to the Act, which shall not apply.

In addition, the Travel Agency offers individual travel services and packages created using dynamic packaging. The terms and conditions governing the use of this option, referred to as ITAKA SMART, are set out in Chapter XVI of these Terms and Conditions.

These Terms and Conditions of Participation, constituting a contract template, issued pursuant to Article 384 § 1 of the Polish Civil Code and the Act, define, within the scope regulated herein, the rights and obligations of Travellers, the Travel Agency and the Sales Office acting in the name and on behalf of the Travel Agency in connection with the offering, sale and performance of Packages. The organiser of the Packages referred to in these Terms and Conditions of Participation is the Travel Agency. The following materials and documents form an integral part of the Contract:

a) "Terms and Conditions of Participation";

b) "Offer" containing a description of the Package selected by the Traveller and forming the subject matter of the Contract, excluding services selected and purchased after the start of the travel service and local excursions;

c) "Travel Documents";

d) "Travel Insurance Terms and Conditions for Customers of ITAKA Travel Agency" No. 10.11.015, issued by ERGO Reiseversicherung AG, with its registered office in Munich, acting through its branch in Poland, 80-309 Gdańsk, al. Grunwaldzka 413;

e) "Personal Data";

(f) "Practical Information".

The above materials are available at www.itaka.pl and are provided at the Sales Office when the Contract is concluded and are also provided prior to the conclusion of the Contract in electronic form to the email address indicated therein, as well as in paper form at the Sales Office where no electronic communication takes place at the time of conclusion of the Contract.

The up-to-date descriptions of Packages are included in the Travel Agency's Offer published at www.itaka.pl and in catalogues; they do not constitute an offer as defined in Article 66 § 1 of the Civil Code but constitute an invitation to enter into a Contract. The information contained in the descriptions of Packages is for information purposes only and may change before the Contract is concluded, provided that the Traveller is notified of any such change in accordance with Article 40(3) of the Act. The Travel Agency and the Traveller shall exchange the information, statements and materials required under the Act or the Contract against confirmation of receipt, in a manner appropriate to the type of durable medium agreed between the parties, subject to Chapter XIV. Any information or statements provided orally shall be recorded on a durable medium. Where the Act requires information or any statement to be provided to the Traveller on a specified medium, the medium indicated in the Act shall be used. The Travel Agency does not apply the procedure referred to in Article 5(1)(2)(e) of the Act regarding the creation of a package through linked online booking processes.

II. PRE-CONTRACTUAL INFORMATION; BOOKING OF THE PACKAGE; CONCLUSION OF THE CONTRACT

The Contract may be concluded:

(a) via www.itaka.pl or the ITAKA mobile application;

(b) at a Sales Office,

in the physical presence of both parties;

(c) by telephone or by other means of remote communication via a Sales Office or the Travel Agency's helpline.

The person booking the Package shall have full legal capacity. A Contract or a Trip Contract concluded on behalf of a minor or a person without full legal capacity who will travel without their legal guardians requires the prior written consent of those guardians, with notarised signatures. Legal guardians are liable for any damage caused during a Package or a Trip by minors or persons without full legal capacity, irrespective of whether they travel with them.

The person booking the Package (i.e. the first person named in the booking confirmation/travel documents or the payer) is responsible for the payment of the full price of the Package for all persons listed in the booking confirmation/travel documents. That person is also responsible for providing the other Travellers with any information and statements concerning the Package received from the Travel Agency (directly or via the Sales Office), and for providing the Travel Agency (directly or via the Sales Office), on behalf of those persons, with any information and statements relating to the Package. Travellers are advised to contact the Travel Agency (directly or via the Sales Office) 24 hours before the planned departure from the country to confirm the timetable or flight schedule. The up-to-date timetable is also available in the Customer Zone at www.itaka.pl or in the ITAKA mobile application.

Before the Contract is concluded, the Traveller is provided with:

a) standard information by means of the relevant standard information form, hereinafter the "SIF", constituting Appendix No. 1 or 2 to the Act;

b) the information specified in Article 40(1) of the Act, hereinafter the "Package Information". Before the Contract is concluded, the Travel Agency may modify the Package Information, provided that the Traveller is informed of each such change in a clear, comprehensible and prominent manner.

Where the Contract is concluded via www.itaka.pl or the ITAKA mobile application, the Traveller confirms that, prior to booking, they were provided with the information required under the Act by means of the SIF and, prior to concluding the Contract, also with the Package Information. Where the Contract is concluded at a Sales Office, the SIF and the Package Information are provided to the Traveller on a durable medium, and the confirmation referred to in the previous sentence is likewise given on a durable medium. Where the Contract is concluded by telephone or by other means of remote communication, the Traveller is provided with the Package Information and the information contained in the SIF constituting Appendix No. 2 to the Act, and the content of the proposed Contract is confirmed on paper or another durable medium.

The Contract, or confirmation of its conclusion, includes the Package Information provided to the Traveller before the Contract is concluded, the full content of the arrangements agreed between the parties, and the data and information specified in Article 42(4) of the Act. As soon as the Contract is concluded, or without undue delay thereafter, the Traveller is provided with a copy of the Contract or a confirmation of its conclusion on a durable medium. The Contract is concluded upon payment in accordance with the terms set out in clause III: PACKAGE PRICE, PAYMENT TERMS. By making a payment (whether in full or in part), the Customer accepts the Contract and is not required to provide any further consent to its conclusion. Where the Contract is concluded in the simultaneous physical presence of the parties, the Traveller is entitled to request a paper copy of the Contract. In matters relating to the Package, the Traveller may contact the Travel Agency directly prior to the start of the Package, or, where the Contract has been concluded through a Sales Office, that Sales Office; after the start of the Package, the Traveller may contact the tour leader or holiday representative, who will provide their telephone number and email address upon arrival or at the start of the transfer, or at the time of hotel check-in.

III. PACKAGE PRICE, PAYMENT TERMS

All Package prices are contractually agreed prices. The Package price is determined on the basis of applicable tariffs, prices, charges and exchange rates. The Package price does not include the cost of obtaining a passport, visa, vaccinations, additional insurance or any other services not included in the Contract. Responsibility for obtaining these rests with the Traveller. A deposit of 30% of the Package price is payable. The deposit shall be paid to the Travel Agency or the Sales Office, or to the bank account indicated by the Travel Agency, within 24 hours of the booking. The balance of the Package price, reduced by the deposit already paid, shall be paid to the Travel Agency or the Sales Office, or to the bank account indicated by the Travel Agency, no later than 22 days before the date of departure. Where a booking is made less than 22 days before the date of departure, the full price of the Package shall be paid within 24 hours of the booking being made, in the same manner as described above. Payment for any additional insurance covering the cost of cancellation of the Package shall be made together with the deposit or, where applicable, together with the payment of the full price, depending on when the booking is made. In the event that the booking is not made in person, the Traveller shall send bank confirmation of payment within 24 hours of making the booking. Such confirmation shall be sent to the Sales Office or, where the booking was made via www.itaka.pl, to sklep@itaka.pl. Failure to comply with the above requirements entitles the Travel Agency to cancel any unpaid booking. Where a booking is made less than 14 days before departure, payment shall be made on the day the booking is made. Any refunds shall be made exclusively to the bank account indicated by the Traveller, based on instructions issued by the person making the booking (being the first person named in the booking confirmation/travel documents or the payer). The Travel Agency may adjust (increase) the price of the Package prior to the start of the Package where this results directly from changes in the cost of passenger transport due to fluctuations in fuel prices or other energy sources, taxes or fees imposed on the travel services covered by the Contract by entities not directly involved in the performance of the Package, airport charges or charges for embarkation or disembarkation at ports and airports, or exchange rates relevant to the Package. Where a price increase is necessary, the Travel Agency shall in each case notify the Traveller (being the payer or the first person named in the booking confirmation/travel documents) in writing or on another durable medium of the change in price, together with the reasons for the increase, indicating how it has been calculated. The method of calculating any change in the price shall reflect the corresponding change in costs. The price agreed in the Contract with the Traveller may not be increased within 20 (twenty) days prior to the start of the Package. Where the costs referred to above in the

provision on price increases decrease after the Contract has been concluded but before the Package starts, the Traveller is entitled to a corresponding reduction in the Package price. In such a case, the Travel Agency may deduct its actual administrative costs from any refund due to the Traveller. At the Traveller's request, the Travel Agency shall provide evidence of such administrative costs. The Travel Agency offers an additional service comprising a fixed price guarantee, allowing the Traveller to protect themselves against any potential increase in the Package price referred to above. The up-to-date terms applicable to the price guarantee service are always available at the Sales Offices or on www.itaka.pl. Wherever reference is made in these Terms and Conditions of Participation to a non-refundable offer, this shall mean an offer covering Packages whose main components, including transport and accommodation services, are subject to strict settlement rules between the Travel Agency and its suppliers in the event of cancellation of participation in such a Package.

IV. PASSPORT, VISAS, VACCINATIONS AND HEALTH REQUIREMENTS

Travellers travelling outside the European Union must hold a valid passport (with at least six months' validity from the date of return to Poland). For travel within the European Union, either a national identity card or a passport is required. A passport is also required for children under 2 years of age. Travellers using temporary or diplomatic passports are advised to contact, prior to making a booking, the diplomatic mission of the destination country, as such passports may be subject to specific formal restrictions. Visa requirements indicated in the descriptions of individual Packages apply only to Polish nationals. Nationals of other countries are advised, prior to purchasing a Package, to contact the relevant consulate in order to verify the visa requirements applicable to them. Travel to regions with a different climate or lower sanitary and hygiene standards requires appropriate preventive measures to be taken in advance. In particular, when travelling to the Caribbean, countries of Central and South America, the Middle East, or regions of Central Africa and Asia, Travellers are advised to consult up-to-date information on potential health risks and recommended preventive measures available from the World Health Organization (WHO), the European Centre for Disease Prevention and Control (ECDC), and the "Information for Travellers" section of the Chief Sanitary Inspectorate website (www.gis.gov.pl). Travellers who have medical contraindications to international travel or participation in a Package shall notify the Travel Agency. Where participation in a Package is subject to specific health requirements, this is indicated in the Package description.

V. START OF THE PACKAGE, FLIGHTS AND HOTEL CHECK-IN/CHECK-OUT

The Traveller is informed that the Package begins on the departure date and ends on the return date. In the case of air Packages, the first and last day are intended for travel and do not form part of the actual leisure period. In hotels and apartments, the hotel day, and accordingly the provision of hotel services (such as meals), ends at 10:00 and begins between 14:00 and 15:00. Where arrival at the destination occurs during the night following the date on which hotel services are stated to start in the travel documents under "DATES", accommodation is provided upon arrival at the hotel. This means that the hotel day is deemed to begin at 14:00-15:00 on the date specified under "DATES" in the travel documents. All-inclusive services start upon check-in at the accommodation facility, provided that the first hotel day has already begun, and end upon check-out, but no later than the end of the final hotel day. Where the return flight departs after the end of the final hotel day, rooms must be vacated by 10:00 on the day of check-out. For cruise Packages, boarding begins from 13:00 on the day the cruise starts. Cabins must be vacated by 09:00 on the day the cruise ends.

VI. CHANGES TO THE CONTRACT INITIATED BY THE TRAVEL AGENCY

Without prejudice to Articles 45, 48(10) and 50(1) of the Act, the price of the Package as set out in the Contract shall not be subject to change. Changes to contractual terms other than the price, hereinafter referred to as the "Contractual Terms", may be made in accordance with Article 46 of the Act. The Travel Agency shall notify the Traveller, on a durable medium, of any changes to the Contractual Terms as defined in Article 46(2)(1) of the Act and of the related rights and obligations of the parties, without undue delay after becoming aware of them. Upon receiving notice of changes to the Contractual Terms, the Traveller shall inform the Travel Agency, on a durable medium and within the period specified in the notice (either directly or through the Sales Office), whether they accept the proposed changes or wish to withdraw from the Contract. Minor changes to the Contractual Terms shall not require acceptance by the Traveller and shall not entitle the Traveller to withdraw from the Contract other than in accordance with the rules set out in Section X of these Terms and Conditions. No compensation shall be payable by the Travel Agency to a Traveller who, having been informed of changes to the Contract Terms, accepts those changes by taking part in the Package.

VII. CHANGES TO THE CONTRACT AT THE TRAVELLER'S REQUEST; TERMINATION BY THE TRAVELLER

Any change to the Contractual Terms at the Traveller's request shall be made by submitting a statement on a durable medium to the Travel Agency or the Sales Office. A Traveller who, after paying a deposit or the full price of the Package, wishes to amend the Contractual Terms (for example, in relation to the departure date, destination or hotel) shall comply with the following rules:

(a) where the Traveller notifies the Travel Agency of the requested change no later than 40 days before the planned departure date, the Travel Agency may charge an administrative fee of PLN 350 per person. This fee shall be paid at the time the change is made or immediately thereafter, so that at least the full deposit for the Package remains paid at all times.

(b) the above change conditions shall not apply to Packages involving non-charter flights, i.e. scheduled/regular or low-cost flights, as well as Packages consisting of a cruise. Any costs of changes (e.g. relating to the date, participants or other elements) charged by the Travel Agency shall depend on the charges imposed by the carrier. Prior to confirming a change, the Traveller should contact the Travel Agency in order to obtain information regarding any costs that may arise in this respect. The Travel Agency further notes that the above costs may be subject to change (of which the Customer shall be informed) for reasons attributable to the carrier, between the time they are communicated to the Customer and the time the Travel Agency receives the Customer's confirmation of acceptance of those costs and intention to proceed with the change. Furthermore, any seats requested by the Customer as an alternative to the original booking may be sold out by the carrier during that period; in such circumstances, the Travel Agency shall offer the Customer an alternative option.

(c) Where the Traveller changes the departure date, destination, hotel or participants more than 40 days before departure, the price of the newly selected Package shall be based on the conditions applicable on the date of the original booking, except as provided in point (b).

(d) A request submitted by the Traveller to the Travel Agency or Sales Office less than 40 days before the start of the Package to change the destination, hotel, departure date or duration of the Package shall be treated as withdrawal from the Contract by the Traveller, with the consequences set out in Section X of these Terms and Conditions, unless the parties agree otherwise. The same rules apply to changes to Contracts relating to non-refundable Packages, except that the provisions set out in points (a) and (c) shall not apply to such Packages.

VIII. TERMINATION BY THE TRAVEL AGENCY DUE TO INSUFFICIENT PACKAGE PARTICIPATION

The Travel Agency may terminate the Contract and make a full refund to the Traveller, within 14 days of termination, of all payments made in respect of the Package, without any additional compensation or damages, if the number of bookings is fewer than 50 persons for coach Packages or fewer than 220 persons for air Packages, provided that the Traveller has been notified of the termination no later than 20 days, 7 days or 48 hours before the start of the Package, depending on whether its duration exceeds 6 days, is between 2 and 6 days, or is shorter than 2 days.

IX. TRANSFER OF CONTRACTUAL RIGHTS TO A THIRD PARTY

The Traveller may, without the consent of the Travel Agency, transfer all their rights arising from the Contract to a third party who meets the conditions for participation in the Package, provided that such third party simultaneously assumes all obligations arising from the Contract. This transfer of rights and assumption of obligations, hereinafter referred to as the "transfer of the Package," shall be effective vis-à-vis the Travel Agency if the Traveller notifies the Travel Agency of the transfer on a durable medium within a reasonable period. A notice given no later than 7 days before the start of the Package shall in all cases be deemed to have been given within a reasonable period. Notice shall also be deemed to have been given within a reasonable period if it is made by the Traveller (a) in the case of air Packages – at the latest at the airport no later than 2 hours before the scheduled departure time, or (b) in the case of coach Packages – at the latest at the main meeting point no later than 15 minutes before departure. Where the transfer of the Package gives rise to additional costs for the Travel Agency, the Travel Agency shall, when seeking payment, demonstrate to the Traveller that such costs are reasonable and have been actually incurred. The Traveller and the person to whom the rights are transferred shall be jointly and severally liable for any outstanding portion of the Package price and for any costs incurred by the Travel Agency as a consequence of the transfer.

X. WITHDRAWAL BY THE TRAVELLER FROM THE CONTRACT; TERMINATION FEE

The Traveller may withdraw from the Contract at any time before the start of the Package. In the event of withdrawal from the Contract, the Traveller shall pay the Travel Agency a termination fee, calculated and charged in accordance with Article 47(2) of the Act.

a) For information purposes, the Travel Agency indicates that the historically established average termination fees, expressed as a proportion of the total Contract value, are as follows:

up to 40 days before the date of departure – a fixed administrative fee of PLN 350 per person; from 39 to 31 days before departure – up to 20% of the Package price;

from 30 to 21 days before departure – up to 30% of the Package price;

from 20 to 14 days before departure – up to 50% of the Package price;

from 13 to 8 days before departure – up to 70% of the Package price;

from 7 to 2 days before departure – up to 80% of the Package price;

1 day or less before departure – up to 90% of the Package price.

b) In the case of Packages forming part of a non-refundable offer, the Traveller acknowledges that the costs of withdrawal are linked to payments made by the Travel Agency to suppliers of accommodation and transport services. The Package price consists predominantly of non-recoverable costs incurred by the Travel Agency in respect of accommodation and transport.

For information purposes, the Travel Agency indicates that, in the case of Packages forming part of a non-refundable offer, the historically established average termination fees, expressed as a proportion of the total Package price, are as follows:

up to 40 days before departure – up to 50% of the Package price;

from 39 to 21 days before departure – up to 60% of the Package price;

from 20 to 8 days before departure – up to 70% of the Package price;

from 7 to 2 days before departure – up to 80% of the Package price;

1 day or less before departure – up to 90% of the Package price.

The Travel Agency may proceed with the calculation of the final costs incurred only after the end date of the Package and after the settlement of the costs of the Package in which the Traveller did not participate. The costs of the Package are frequently settled only after the end of the relevant season; for example, settlement for the summer season may take place in the following autumn-winter period, and for the winter season in the following spring-summer period.

Where the withdrawal of one or more Travellers results in a change to the room type in the booking (for example, from a double room to a single room), the Travel Agency reserves the right to recalculate the Package price and may require the payment of any price difference before the start of the Package. The Traveller and the person who has

withdrawn from the booking shall be jointly and severally liable for any outstanding part of the Package price and for any costs incurred by the Travel Agency as a result of a change in the room type due to such withdrawal.

The above withdrawal conditions shall not apply to Packages involving non-charter flights, i.e. scheduled/regular or low-cost flights, as well as Packages consisting of a cruise. The costs of withdrawal, including those relating to individual services forming part of the Contract, shall be determined by the Travel Agency on the basis of the costs charged by the carrier. Prior to confirming withdrawal, the Traveller should contact the Travel Agency in order to obtain information regarding any costs that may arise in this respect.

Where the Customer withdraws from a Travel Arrangement Contract, the amounts specified in Section X(a) of these Terms and Conditions of Participation shall constitute non-refundable cancellation charges as defined in Article 396 of the Civil Code.

Within 14 days of termination of the Contract, the Travel Agency shall refund to the Traveller the amount paid for the Package, reduced by the termination fee calculated on the basis of the costs known at the date of termination. Where, following the calculation of the final costs incurred, a refund of part of the termination fee is required, the Travel Agency shall promptly refund the amount due to the Traveller. The provisions of this section set out above shall not apply where the Act provides that termination of, or withdrawal from, the Contract by the Traveller takes place without any fee.

XI. MEDICAL EXPENSES/ACCIDENT INSURANCE, ADDITIONAL INSURANCE AND FINANCIAL SECURITY

Information on mandatory insurance for foreign Packages covering medical expenses and accidents, as well as optional additional insurance and the applicable terms, is available in the Travel Insurance Terms and Conditions at www.itaka.pl or at the Sales Office. The Travel Agency confirms that it holds the financial security required under the Act in the form of an insurance guarantee issued by ERGO Reiseversicherung AG, with its registered office in Munich, acting through its branch in Poland (80-309 Gdańsk, al. Grunwaldzka 413). It also confirms that, in accordance with the Act, it pays the required contributions in respect of Contracts to the Tourism Guarantee Fund and the Tourism Assistance Fund. Payments under the guarantee are made:

1) in respect of covering the costs of continuation of the Package or return to the country, via the Marshal's Office of the Opolskie Voivodeship, ul. Piastowska 14, 45-082 Opole, tel. +48 77 54 16 410, e-mail: umwo@opolskie.pl.

2) in respect of reimbursement of all or part of the payments made towards the Package price – by the insurer referred to above, tel. +48 58 324 88 50, e-mail: poczta@ergo-ubezpieczeniapodrozy.pl.

XII. LIABILITY OF THE TRAVEL AGENCY

The Travel Agency is liable for the proper performance of all travel services included in the Contract. If any travel service is not performed in accordance with the Contract, or if services forming a substantial part of the Package are not provided, Article 48 of the Act shall apply. The Traveller shall notify the Travel Agency of any lack of conformity without undue delay, where possible during the Package, taking into account the circumstances of the case. The Travel Agency's liability for non-performance or improper performance of the travel services included in the Package is governed by Article 50 of the Act.

Liability of the Travel Agency and the Sales Office for booking errors is governed by Article 53 of the Act. Without prejudice to Article 50(5) of the Act, the Travel Agency limits the amount of compensation payable for non-performance or improper performance of the travel services included in the Package to three times the price of the Package per Traveller. This limitation shall not apply to personal injury or to damage caused intentionally or through negligence.

XIII. DUTY TO PROVIDE ASSISTANCE TO THE TRAVELLER

Where the Traveller encounters difficulties as a result of unavoidable and extraordinary circumstances as defined Article 4(15) of the Act, the Travel Agency shall provide appropriate assistance in accordance with Article 52 of the Act. Where, due to unavoidable and extraordinary circumstances, the Traveller's return in accordance with the Contract cannot be arranged, the Travel Agency shall cover the cost of the Traveller's necessary accommodation for a period of up to three nights. Such accommodation shall, where possible, be of a standard equivalent to that specified in the Contract. The time limitation referred to above shall not apply to the persons referred to in Article 49 of the Act. This right to accommodation is without prejudice to the application of more favourable provisions in this respect. The Travel Agency may not rely on unavoidable and extraordinary circumstances in order to limit the liability referred to in the two preceding sentences if the transport provider is not entitled to rely on such circumstances under other applicable legislation.

XIV. OBLIGATIONS AND LIABILITY OF THE TRAVELLER

For Packages involving air travel, the Traveller shall obtain information from the holiday representative or from hotel notice boards regarding the Package and the return travel arrangements, including any changes to the return flight time. The return schedule shall be confirmed 24 hours before the planned departure time by contacting the Travel Agency's local representative, checking the hotel information board or using the Customer Zone at www.itaka.pl or the ITAKA mobile application.

For Packages involving scheduled/non-charter flights, the Traveller shall comply with any flight segment reconfirmation requirements communicated by the Travel Agency. Failure to reconfirm may result in the airline reallocating the reserved seats.

The Traveller is responsible for ensuring that both they and their baggage meet the requirements applicable to travel by air, coach or any other means of transport provided for in the Package. The Terms and Conditions of Carriage for Passengers and Baggage by air are available at www.itaka.pl under the "airlines" section. Pregnant women are advised not to travel by air without prior medical consultation. For safety reasons, pregnant women between the 26th and the end of the 34th week of pregnancy (or, in the case of multiple pregnancy, between the 20th and the end of the 28th week) are required to present the carrier with a medical certificate in English confirming that they are fit to travel by air. After the 34th week of pregnancy (or after the 28th week in the case of multiple pregnancy), the carrier may refuse boarding. The final decision on whether a pregnant passenger may travel rests with the aircraft captain. For sea voyages, women who are more than 24 weeks pregnant must present, prior to boarding, a medical certificate confirming that they are fit to travel. The carrier may request a medical certificate at any stage of pregnancy and refuse boarding if the carrier and/or the ship's captain are not satisfied that the passenger can travel safely.

XV. LIABILITY OF THE AIRLINE

Air carriage to and from the destination is subject to the Montreal Convention of 1999. Any claim relating to damaged or tampered baggage must be submitted in writing, using a Property Irregularity Report (PIR), to the airline's representative within 7 days of receipt of the damaged items. Any claim relating to delay in the delivery of baggage shall be submitted in writing to the airline's representative within 21 days of the date on which the baggage is made available to the passenger. PIR forms are available at airports, typically at "Lost and Found" desks.

XVI. ITAKA SMART

ITAKA SMART involves the Travel Agency using seats on scheduled or low-cost flights and hotel rooms obtained from third-party suppliers. These seats and hotel rooms are sourced dynamically and shall be confirmed each time directly with the service providers to ensure that they are still available. Accordingly, even where a booking is made under the ITAKA SMART option, it may not be possible to complete it due to a lack of available seats or hotel rooms from third-party suppliers. The ITAKA SMART option does not constitute an offer as defined in the Civil Code.

The ITAKA SMART option includes the following:

a. packages composed of travel services such as airport-hotel-airport transfers, holiday representative services, transport and accommodation, arranged in configurations including:

– scheduled or low-cost flights combined with accommodation in a specified facility;

– charter flights combined with accommodation in a specified facility;

b. travel services referred to in these Terms and Conditions as "TRIPS."

Contracts covering Packages offered under the ITAKA SMART option are governed by these Terms and Conditions applicable to Packages, subject to the specific provisions relating to the ITAKA SMART option set out in this section.

Transfer to the hotel

Transfers to the hotel are operated by local transport providers and may be shared with passengers arriving on different flights and at different times.

As a result, departure from the airport to the hotel depends on the arrival of all passengers included in the transfer, and waiting times may be up to 2.5 hours from the time of entering the arrivals hall.

The Travel Agency's representative in charge of the transfer will be waiting for passengers in the arrivals hall, just outside it, or in the airport car park in the vicinity of the arrivals area. Detailed transfer information is usually provided in a welcome letter sent by the Travel Agency before departure to the email address given in the booking. Travellers are recommended to review the information contained in the welcome letter before travelling.

Holiday representative assistance

The Customer has access to assistance provided by a holiday representative, either on site or remotely. Where provided remotely, communication may take place by phone, via messaging tools available through the ITAKA mobile application (including widely used platforms such as Messenger or WhatsApp), or by email.

Contact details for the holiday representative are sent by the Travel Agency to the Customer in a welcome communication between 48 and 8 hours ahead of the scheduled departure, to the email address given at the time of booking.

Price and payment

Due to the dynamic nature of the booking process, the Customer acknowledges that the price of the ITAKA SMART option is not guaranteed until confirmed by the Travel Agency. The booking and its final price are confirmed only once the Travel Agency has received confirmation from the third-party service providers. Until such confirmation is obtained, the booking remains in a "pending payment/confirmation" status.

Where the Customer makes payment for a booking with a "pending payment" status, the final price of the booking may differ from the price indicated at the "pending payment/confirmation" stage.

Passport and ticket check-in

The Travel Agency informs, and the Customer acknowledges, that check-in may be completed in one of the following ways:

a. Check-in by the Travel Agency on behalf of the Customer

In order for the Travel Agency to complete check-in, the Customer shall provide the identification details required for travel to the relevant destination.

The Customer shall provide these details at the time the booking is confirmed, and no later than 48 hours before departure. For this purpose, the Travel Agency may contact the Customer within that timeframe using the email address provided at the time of booking.

The Travel Agency may not always be able to complete online check-in on behalf of the Customer. In such cases, the Customer is required to complete online check-in independently, as described in section (b).

Where check-in is completed by the Travel Agency, it shall exercise due care to ensure that the boarding passes are delivered to the email address provided in the booking. The Customer is advised to verify before departure that the boarding passes have been received and issued correctly.

To ensure that check-in is carried out by the ITAKA Travel Agency, the Customer should purchase the guaranteed check-in service (Premium Check-in).

b. Check-in by the Customer

The Travel Agency informs the Customer that, in certain cases (in particular with low-cost carriers), failure to complete online check-in in advance and to have printed boarding passes may result in additional charges being imposed on the passenger at the airport check-in desk.

Where the Customer is required to complete online check-in independently, the Travel Agency shall notify the Customer no later than 48 hours before departure, using the email address provided at the time of booking, and shall provide instructions on how to complete the check-in. Online check-in is not required for scheduled flights (unless otherwise specified in the Contract).

Changes to the booking/Contract and Package cancellation for reasons attributable to the Customer

As the Travel Agency relies on seats on scheduled or low-cost flights when arranging air transport for Packages under

the ITAKA SMART option and hotel accommodation obtained from third-party suppliers, transport and accommodation services are subject to strict settlement terms imposed by those suppliers.
Accordingly, in the event of withdrawal from the Contract, the Traveller shall pay the Travel Agency a termination fee, calculated and charged in accordance with Article 47(2) of the Act.
Any cancellation costs charged by the Travel Agency shall depend on the costs imposed by the carrier and/or the suppliers of seats on aircraft and hotel accommodation. Prior to confirming any change or withdrawal, the Traveller shall contact the organiser in order to obtain information regarding any costs that may arise in this respect.
Similar charges apply in the case of changes to the booking, including changes to the means of transport, destination, departure date, duration of travel, place or type of accommodation, or the number or personal details of the travel participants/persons included in the booking.
Where the costs of a change or cancellation exceed the amount paid by the Customer in respect of the booking to be changed or cancelled, the Customer shall pay the difference. The Travel Agency may pursue claims against the Customer where such additional payment is not made.
The Travel Agency informs the Traveller, and the Traveller acknowledges, that in certain cases any refund may only be obtained by contacting the third-party service provider directly (for example, the airline). In such cases, the Travel Agency shall provide the Customer with the necessary details and information to obtain the refund. Any other refunds shall be made directly by the Travel Agency to the Customer.
The Travel Agency informs the Traveller that additional verification may be required via the service provider's website in order to process a change to the booking. In such cases, the Travel Agency shall provide appropriate instructions and shall offer assistance to the fullest extent possible.

XVII. NO LIMITS by ITAKA

NO LIMITS by ITAKA is a unique travel concept offered by the Travel Agency, featuring original itineraries designed by a team of experts and combining a wide range of travel services, including transport by various means, accommodation of varying standards, and optional excursions. Contracts covering Packages offered under the ITAKA NO LIMITS option are governed by these Terms and Conditions applicable to Packages, subject to the specific provisions relating to the NO LIMITS by ITAKA option set out in this section.
A Package offered under NO LIMITS by ITAKA may include a combination of different travel services, including in particular:
1. scheduled, low-cost or charter flights, rail travel and land or water transport;
2. accommodation in hotels, apartments, hostels, mountain lodges and other non-classified accommodation facilities, as well as alternative forms of lodging (such as tents, cabins or hammocks);
3. local transfers, vehicle hire (motorised, human-powered or watercraft, with or without an engine), and tickets for events;
4. insurance appropriate to the nature of the trip and the services provided.
The Travel Agency may modify the itinerary of the Package, including during its performance, in the event of adverse weather conditions, where necessary to adapt activities to the needs of participants, or where the planned activities cannot be carried out for reasons beyond the Travel Agency's control (including force majeure or unavoidable and extraordinary circumstances). The Travel Agency undertakes to inform the payer of the booking of any such changes without undue delay, including prior to the start of the Package, where it is aware of them.
a. Transfer from the airport to the accommodation
Transfers to the hotel are operated by local transport providers and may be shared with passengers arriving at a particular destination on different flights and at different times.
As a result, departure from the airport to the place of accommodation depends on the arrival of all passengers included in the transfer, and waiting times may be up to 2.5 hours from the time of entering the arrivals hall. Detailed transfer information is usually provided in a welcome letter sent by the Travel Agency approximately 24 hours before the planned departure to the email address given in the booking. Travellers are recommended to review the information contained in the welcome letter before travelling.
b. Assistance and contact during the trip
The Customer has access to assistance provided by a holiday representative, either on site or remotely. Where provided remotely, communication may take place by phone, via messaging tools available through the ITAKA mobile application (including widely used platforms such as Messenger or WhatsApp), or by email. The Customer receives the holiday representative's contact details in the welcome message.
c. Health and fitness requirements
The Traveller acknowledges that participation in Packages offered under NO LIMITS by ITAKA shall, in most cases, involve increased physical activity, exposure to varying climatic and terrain conditions, and participation in activities requiring a good level of physical and mental fitness (as specified in each individual offer). Given the nature of these Packages offered under NO LIMITS by ITAKA, the Travel Agency informs the Traveller that participation involves an increased risk of injury.
By participating in a Package, the Traveller confirms that they have considered and assessed the nature, scope and level of risk involved in the relevant Package and have voluntarily decided to accept that risk.
The Travel Agency further notes that certain elements of a Package may be unsuitable for individuals with medical contraindications, reduced mobility or chronic health conditions, as indicated in the description of each Package. Prior to making a booking, the Traveller is required to assess their own ability to participate in the selected Package or to seek medical advice.
d. Experience and skills
Participation in certain Packages offered under NO LIMITS by ITAKA may depend on the Customer having the appropriate experience, qualifications, skills or licences, particularly where the programme includes activities of a higher level of difficulty, the use of specialised equipment or the independent operation of motor vehicles. The Travel Agency may require the Customer, at the place where the travel services are provided, to present documents confirming that they hold the required licences, as specified in the description of the relevant Package. Where these requirements are not met, the Traveller may be refused participation in the Package or in its individual elements, and any resulting costs shall not be refunded by the Travel Agency.
The Customer is required to review the description of the Package and verify that they meet the stated requirements. If in doubt, the Customer is advised to contact the Travel Agency before making a booking.
e. Equipment requirements and baggage allowances
Given the nature of trip under the NO LIMITS by ITAKA offer, it may be necessary for the Customer to purchase an additional baggage allowance or extra checked baggage. This applies in particular to flights operated by carriers on domestic or internal routes, where baggage limits may differ from those applicable to the main legs of the journey. Relevant information will be included in the description of the given Package.
Due to their nature and the scope of the planned activities, certain Packages offered under NO LIMITS by ITAKA may require the Customer to have specific equipment necessary for safe and full participation in the programme (including appropriate clothing, footwear, and technical or sports equipment). Details of the required equipment are provided prior to departure, in particular in the Package description and in the travel documents.
The Travel Agency recommends that the Customer reviews the information on required equipment set out in the Package description and travel documents and, if in doubt, contacts the Travel Agency (directly or through the Sales Office) prior to making a booking. Where the equipment requirements are not met, the Traveller's participation in certain elements of the programme may be restricted, and any resulting costs shall not be refunded by the Travel Agency.
f. Safety rules
Participants in trips offered under NO LIMITS by ITAKA are required to strictly comply with all safety rules applicable during the programme and to follow all instructions given by persons responsible for conducting activities, in particular instructors, guides, lifeguards or other persons designated by the Travel Agency.
Prior to taking part in any activity, the Traveller shall inform the Travel Agency or its representative of any temporary incapacity, health condition or any other limitation that may prevent participation in specific elements of the programme.
The final decision as to whether the Traveller may participate in a given activity rests with the tour leader or guide, and the Traveller shall comply with that decision.
Where Travellers are divided into groups, they are required to take part in activities within the group to which they have been assigned. Any change of group requires the consent of the Travel Agency or its representative.
Participants shall follow the daily schedule and arrive no later than 10 minutes before the start of each activity.
Any breach of safety rules, refusal to follow instructions given by authorised persons or conduct posing a threat to the health or safety of the participant or others may result in immediate exclusion from a given activity or from the Package as a whole, and the Travel Agency shall not refund any costs incurred by the Traveller.
g. Insurance
The Travel Agency provides insurance covering risks arising from participation in activities included in the Package programme. The Traveller may, for an additional fee, extend the scope of the insurance cover.
For trips to regions with limited access to medical care, the Travel Agency informs the Traveller of such limitations. The Travel Agency undertakes to facilitate contact with medical facilities.
h. Minimum age of the Traveller
The minimum age for trip participation depends on the nature of the Package. Detailed age requirements are specified in the description of the relevant offer.
i. Cancellation of the Package
Where the Traveller cancels participation in the Package for reasons attributable to the Customer, the Travel Agency shall charge a fee in accordance with Section X of the Terms and Conditions. For Packages involving scheduled or low-cost flights, as well as Packages including internal flights (as specified in the Package description), the Traveller may be required, in the event of withdrawal from the Contract, to pay a termination fee calculated and charged by the Travel Agency in accordance with Article 47(2) of the Act. In such cases, the cancellation costs applied by the Travel Agency shall depend on the charges imposed by the individual service providers. Prior to confirming any change or cancellation, the Traveller should contact the Travel Agency in order to obtain information regarding any costs that may arise in this respect. Similar charges may apply in the case of changes to the booking, including changes to the means of transport, destination, departure date, duration of travel, place or type of accommodation, or the number or personal details of the travel participants/persons included in the booking. Where the costs of a change or cancellation exceed the amount paid by the Customer in respect of the booking to be changed or cancelled, the Customer shall pay the difference. The Travel Agency may pursue claims against the Customer where such additional payment is not made. Within 14 days of termination of the Contract, the Travel Agency shall refund to the Traveller the amount paid for the Package, reduced by the termination fee calculated in accordance with this clause.

XVIII. INTERNAL PROCEDURE FOR HANDLING TRAVELLER'S MESSAGES, REQUESTS AND COMPLAINTS RELATED TO THE PERFORMANCE OF THE PACKAGE ORGANISED BY THE ITAKA TRAVEL AGENCY

1. If, during the Package, the Traveller becomes aware that the Contract is not being properly performed, they should notify the Travel Agency or its representative (tour leader or holiday representative) without undue delay at the place where the Package is being performed. Where a lack of conformity is identified, the Traveller shall have the right to submit a complaint. In order to prevent damage, the Traveller shall submit the complaint without undue delay so that the Travel Agency can intervene as soon as possible and clarify the matter.
2. The complaint shall include details enabling the identification of the Traveller and the Package in which they participated, the subject of the complaint, a description of the lack of conformity and the claims made. It should be submitted no later than 30 days after the end of the Package. The deadline shall be met if the complaint is sent before its expiry. Where a complaint is submitted after that time, the Travel Agency may consider it ineffective. A

complaint relating to the performance of the Package may be submitted directly to the Travel Agency at the Customer Service Centre's address: Nowa Itaka sp. z o.o., ul. Reymonta 39, 45-072 Opole, or by email to cok@itaka.pl, or to the Sales Office through which the Contract was concluded. A complaint submitted to the Sales Office on a given day shall be treated as having been submitted to the Travel Agency on that same day. The Sales Office, the tour leader and the holiday representative are not authorised to accept or settle any claims of the Traveller arising from the Contract, in particular those resulting from a complaint submitted by the Traveller.

3. A response to a duly submitted complaint shall be provided to the Traveller in paper form or on another durable medium, as appropriate to the circumstances and the manner in which the complaint was submitted, no later than 30 days from the date of completion of the Package, or, where the complaint is submitted after the completion of the Package, within 30 days from the date of its submission (the date of receipt by the Travel Agency shall apply). The deadline shall be met if the response is sent (for example, by post or by email) before its expiry. If the Traveller considers the manner in which the complaint has been handled to be unsatisfactory, they may continue the correspondence and submit an appeal. In such a case, the Traveller is not bound by the 30-day time limit for presenting their position; however, the Travel Agency recommends that any appeal be submitted within 90 days of receiving its response.

4. Unless required by mandatory provisions of law, the Travel Agency does not use out-of-court procedures for handling complaints and pursuing claims, including out-of-court consumer dispute resolution. In compliance with obligations arising from mandatory provisions of law, the Travel Agency informs you that the body competent to conduct out-of-court consumer dispute resolution proceedings to which it is subject is the Trade Inspection Authority – Provincial Inspectorate of Trade Inspection in Opole (ul. 1 Maja 1, 45-068 Opole; email: sekretariat@opole.wiih.gov.pl). Information on out-of-court consumer dispute resolution via the platform established by the European Commission is available at: https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=PL. The Traveller may lodge a complaint via this platform where the Contract has been concluded through the Travel Agency's website (online). The Traveller may also seek assistance regarding their rights and in relation to a dispute between them and the Travel Agency by contacting a district (municipal) consumer ombudsman or a consumer protection organisation (including the Consumer Federation or the Polish Consumer Association) or by using the information available on the website of the President of the Office of Competition and Consumer Protection.

XIX. PERSONAL DATA

The controller of the personal data of Travellers collected for the purpose of concluding and performing the Contract is the Travel Agency. You can contact the data controller by telephone at +48 77 5412 202 or by email at info@itaka.pl. The data controller is responsible for ensuring the security of the personal data provided and for processing such data in accordance with applicable law. The data controller has appointed a Data Protection Officer (DPO), who may be contacted in matters relating to the processing of personal data and the exercise of the rights of Travellers under data protection legislation by email at daneosobowe@itaka.pl. For detailed information regarding the processing of Travellers' personal data, please visit https://www.itaka.pl/dane-osobowe/ or contact the Sales Offices. The person making a booking of the Package is obliged to keep confidential all personal data relating to the booking of the Package and the concluded Contract. By disclosing the above data (including, in particular, the booking reference) to third parties, including persons listed in the booking confirmation/travel document, such person consents to the disclosure by the Travel Agency, via the Customer Zone, of the data contained in the booking confirmation/travel document to those persons. The person making the booking of the Package further acknowledges that any accidental disclosure or loss of the above data (including, in particular, the booking reference) may result in unauthorised access, via the Customer Zone, to the data contained in the booking confirmation/travel document, for which the Travel Agency shall not be liable. Where the person making the booking concludes the Contract also in the name and on behalf of persons listed in the booking confirmation/travel document, they shall notify those persons of the rules governing the processing of their personal data by the data controller in connection with the conclusion of the Contract or the booking of the Package. Where the person making the booking concludes the Contract on behalf of a person listed in the booking confirmation/travel document, they shall have that person's consent (power of attorney or authorisation) to act on their behalf. The person making the booking shall bear full liability for acting without the aforesaid authorisation (this shall not apply to persons without full legal capacity). The person making the booking is obliged to provide such consent upon each request of the Data Controller.

XX. FINAL PROVISIONS

Messages, requests and complaints submitted by the Traveller shall be handled in accordance with the "Internal Procedure for Handling Travellers' Messages, Requests and Complaints Related to the Performance of the Package." Disputes between the Parties arising out of or in connection with the Contract may be resolved through out-of-court consumer dispute resolution procedures; failing such resolution, they shall be submitted to the court having territorial jurisdiction. The competent authority for out-of-court consumer dispute resolution is the Polish Trade Inspection Authority. For information on this procedure, please visit http://www.opole.wiih.gov.pl/. All matters not regulated herein shall be governed by the Act, the Polish Civil Code and other provisions relating to consumer protection, including, in respect of packages, Articles 10, 11, 12(1)(1), (5), (16) and (17), 17 and 20(2) of the Act of 30 May 2014 on Consumer Rights (Journal of Laws of 2017, item 683, as referred to in Article 3(1)(8)). The Traveller may review the Act, including the provisions referred to in these Terms and Conditions, at www.itaka.pl, at the Sales Office, or at www.sejm.gov.pl