

## GENERAL TERMS AND CONDITIONS OF PARTICIPATION IN TOURIST EVENTS AND TOURIST SERVICES ORGANIZED BY THE ITAKA TOUR OPERATOR AND IN TRIPS

### I. GENERAL PROVISIONS

The Company under the name Nowa Itaka sp. o.o. in Opole, which is the organizer of tourism, also using the trade name "Biuro Podróży ITAKA" (Itaka Tour Operator), hereinafter referred to as "Tour Operator", aims to provide the Traveler with optimal conditions for recreation in tourist events and on trips not constituting tourist events. These "General Terms and Conditions of Participation in Tourist Events and Tourist Services organized by the ITAKA Tour Operator and in Trips" are hereinafter referred to as the "Terms of Participation". The terms: "tourist event", hereinafter referred to as the "Event"; "contract for participation in a tourist event", hereinafter referred to as the "Contract", "Traveler" (also referred to as the Client) and "durable media"; are used in the Terms of Participation within the meaning as specified by the provisions of: art. 4 item 2, item 3, item 6 and item 10 of the Act of November 24, 2017 on tourist events and related tourist services, hereinafter referred to as the "Act." Whenever the Terms and Conditions of Participation mention the "Sales Office" or "Office" without any further specification - it should be understood as defined in art. 4 point 11 of the Act, the term "point of sale" in which the booking of the Event, Trip or Holidays by a given Traveler was established. ITAKA Tour Operator, in addition to organizing tourist events, provides also individual tourist (hotel) services in the form of booking brokerage stays in hotels located in the territory of the Republic of Poland (hereinafter referred to as "Holidays in Poland") which have not been combined with other tourist services, and therefore do not constitute tourist events and are not subject to the provisions of the Act. The content of the Contracts concluded with the Customers explicitly specifies whether they concern Holidays in Poland. For contracts covering Holidays in Poland, the provisions of these Terms and Conditions regarding Events shall apply where appropriate, except for point XIII, insurance provisions and any other provisions referring directly to the provisions of the Act - which shall not apply.

ITAKA Tour Operator, in addition to organizing tourist events and Holidays in Poland, offers also agency services in concluding contracts for provision of individual tourist services (hereinafter referred to as "Trips"), which do not constitute tourist events and are not subject to the provisions of the Act. The subject of the Trips are such tourist services which constitute a separate whole and have not been combined by the ITAKA Tour Operator with other tourist services. The Trips are in particular contracts for a stay in a hotel with own transport (except for hotels located in Poland) or for air transport (one way or return flights). The content of the Contracts concluded with the Customers explicitly specifies whether they concern the organization of an Event or a Trip. The Party to the Contract for the Trip concluded with the Client is each contractor of services specified therein (such as a Hotel or an Air Carrier), who bears full responsibility for their performance and to whom any complaints about improper performance of services should be addressed directly. For contracts covering Trips, the provisions of these Terms and Conditions regarding Events shall apply where appropriate, except for points XII and XIII, insurance provisions and any other provisions referring directly to the provisions of the Act - which shall not apply. Furthermore, the ITAKA Tour Operator offers individual tourist services as well as tourist events created based on the principles of dynamic packaging. The terms of using this option, referred to as ITAKA SMART, are discussed in Chapter XVI of the Terms and Conditions.

The Terms of Participation constituting the template of the Contract, issued on the basis of art. 384 § 1 of the Civil Code and the Act, to the extent regulated in them, define the rights and obligations of Travelers, the Tour Operator and the Sales Office acting for and on behalf of the Tour Operator, related to the offering, sale and implementation of the Tour Operator's Events. The Organizer of the Events referred to in the Terms of Participation is the Tour Operator. The content of the following materials and documents is an integral part of the contract:

a) "Terms of Participation"

b) the "Offer" containing a description of the Event chosen by the Traveler and constituting the subject of the Contract, with the exception of services that were chosen and purchased after the commencement of a tourist service, and Local Tours.

c) "Travel documents,"

d) Terms and Conditions of Travel Insurance for Customers of ITAKA Tour Operator No. 10.11.015 ERGO Reiseversicherung AG with its registered office in Munich, operating through the Branch in Poland, 80-309 Gdańsk, al. Grunwaldzka 413,

e) "Personal details,"

f) "Practical Information,"

g) "Non-returnable offer" – includes events, the main elements of which, such as transport and accommodation services, are subject to strict rules of settlement with venue providers in case of notification of resignation from such an event by the Tour Operator.

The materials mentioned above are available on the website [www.itaka.pl](http://www.itaka.pl) as well as in the Sales Office.

Up-to-date descriptions of the Events are included in the Tour Operator Offer posted on the website [www.itaka.pl](http://www.itaka.pl) as well as in catalogs and do not constitute an offer within the meaning of art. 66 § 1 of the Civil Code, but they are an invitation to conclude the Contract. The data contained in the description of the Events are informational and may be subject to change before the conclusion of the Contract in accordance with the requirement to inform the Traveler about the change defined in art. 40 sec. 3 of the Act. The Tour Operator and Traveler shall provide each other with information, statements and materials required by the Act or Contract upon confirmation of receipt in a manner appropriate to the type of durable media agreed upon by the parties, subject to the provisions of Chapter XV. Information and statements provided orally should be recorded on durable media. If the Act requires providing the Traveler with information or a statement on a specific media – the media indicated in the Act shall be used. The Tour Operator does not follow the procedure of creating a tourist event via related online booking processes as defined in art. 5 sec. 1 item 2 letter e) of the Act.

### II. INFORMATION BEFORE CONCLUSION OF THE CONTRACT; BOOKING AN EVENT; CONTRACT CONCLUSION

The Contract may be concluded:

- (a) via the website [www.itaka.pl](http://www.itaka.pl) or the ITAKA mobile app,
- (b) through the Sales Office in the physical presence of both parties,
- (c) by phone via the Sales Office or the Tour Operator helpline.

The person making the booking of the Event must have full legal capacity. Entering into a Contract on behalf of a minor or a person lacking full legal capacity requires written consent from the parents or legal guardians, with the signatures of the parents or legal guardians notarized (if the minor or person lacking full legal capacity is traveling without a parent or legal guardian). Parents or legal guardians are liable for damages caused during the Event by minors or persons lacking full legal capacity, regardless of whether they are traveling with them. The person booking the Event (the first person mentioned in the booking confirmation/ travel documents or the payer) shall accept responsibility of payment of the full amount of the Event's price for all people mentioned in the booking confirmation/ travel documents. This person is also responsible for forwarding to other persons information and statements received from the Tour Operator (directly or via the Sales Office) regarding the Event, as well as for forwarding to the Tour Operator (directly or through the Sales Office) on behalf of these people of information and statements related to the Event. It is recommended for the Traveler booking an Event to contact the Tour Operator (directly or through the Sales Office) 24 hours before the scheduled date of departure from the country, in order to confirm the timetable. An always up-to-date timetable can also be checked in the Client Area on the website [www.itaka.pl](http://www.itaka.pl) or in the ITAKA mobile app.

Before Contract conclusion the Traveler is provided with:

a) standard information via the appropriate standard information form, hereinafter referred to as the "SIF form", constituting Annex 1 or 2 to the Act,

(b) information specified in art. 40 sec. 1 and 3 of the Act, hereinafter referred to as "Information about the Event".

Before concluding the contract, the organizer may change the information provided to the Traveler in accordance to art. 40 sec. 1 of the Act, informing in a clear, understandable and visible way about any change of information. In the case of concluding the Contract via the website [www.itaka.pl](http://www.itaka.pl) or the ITAKA mobile app, the Traveler confirms that prior to booking, they have been provided with the information required by the Act via the SIF form and before the conclusion of the Contract, also with Information about the Event. In the case of entering into a Contract through a Sales Office, providing the Traveler with information via the SFI form and Information about the Event, as well as the confirmation mentioned in the preceding sentence, occurs on a durable media. In the case of concluding the Contract by phone, the Traveler is provided Information about the Event and information contained in the SIF constituting Annex No. 2 to the Act, and the content of the proposed Contract recorded on paper or other durable media is confirmed. The Traveler's Statement about the conclusion of the Contract is effective if it has been recorded on paper or other durable media after receiving confirmation from the Tour Operator. The Contract or confirmation of its conclusion contains the information provided to the Traveler prior to the conclusion of the Contract, as well as the full wording of the arrangements between the parties to the Contract and the data and information specified in art. 42 sec. 4 of the Act. At the conclusion of the Contract or immediately after its conclusion, a copy of the Contract or confirmation of its conclusion shall be made available to the Traveler on durable media. The conclusion of the contract shall be effected by means of making the payment in accordance with the terms specified in point III EVENT PRICE, CONDITIONS OF PAYMENT. By making the payment (total or partial), the Client accepts the contract and is not required to otherwise agree to its conclusion. The Traveler is entitled to request a copy of the Contract in paper form, if it was concluded in the simultaneous physical presence of the parties. In matters related to the Event, the Traveler may contact, before the beginning of the Event, directly with the Tour Operator, and in case of concluding a contract in the Sales Office - with this Office, while after the beginning of the Event - with the pilot or resident, who will make their telephone number and e-mail address available at the time of arrival or beginning of the transfer or at the time of accommodation in the hotel.

### III. EVENT PRICE, CONDITIONS OF PAYMENT

All Event prices are contractual prices. The price of the Event is determined in accordance to the valid tariffs, prices, fees and currency exchange rates. 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. Prepayment for the price of the Event is 30% of the price of the Event. The prepayment should be made to the Tour Operator or the Sales Office or a bank account indicated by the Tour Operator within 24 hours from the moment of booking. Full payment for the Event, minus the prepayment made, should be made to the Tour Operator or the Sales Office or the bank account indicated by the Tour Operator 22 days before the departure date. For reservations less than 22 days before departure, the full amount for the Event shall be paid within 24 hours from the moment of making the booking, in the way described above. The fee for additional insurance for the costs of cancellation of the Event must be paid together with the prepayment or the full price, depending on the date of booking of the Event. If booking is not done personally, the Traveler shall be obligated to send a bank proof of payment within 24 hours after making the booking. The proof of payment should be sent to the Sales Office or e-mailed to [sklep@itaka.pl](mailto:sklep@itaka.pl), when booking via [www.itaka.pl](http://www.itaka.pl). If the aforementioned conditions are not

met, the Tour Operator reserves the right to cancel unpaid reservations. If booking is made less than 14 days before departure, payment must be made on the same day. Refunds shall be transferred only to the bank account indicated by the Traveler, 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). The Tour Operator reserves the right to change (increase) the price of the tourist event before the start of the tourist event as a direct result of changes in passenger transport costs due to changes in fuel costs or other power sources, the amount of taxes or fees for tourist services covered by the contract, imposed by entities not directly involved in the implementation of the tourist event, airport charges, or fees for embarking and disembarking at ports and airports, and exchange rates relevant to the tourist event. In the event of a necessary price increase, the Tour Operator will notify the Traveler (the reservation payer or the first person listed in the reservation confirmation/travel documents) in writing or on another durable medium about the price change along with the justification for the increase, indicating the method of its calculation. The method of calculating price changes will reflect the changes in costs. Within 20 (twenty) days before the start of the tourist event, the price established in the agreement with the Traveler cannot be increased. The Traveler has the right to a price reduction corresponding to the reduction in costs mentioned above in the sentence regarding the price increase, which occurred after the agreement was concluded but before the start of the tourist event. In such a case, the Tour Operator may deduct the actual handling costs from the refund due to the Participant. At the Traveler's request, the Tour Operator will provide proof of the handling costs incurred. The Tour Operator informs that it offers an additional service that includes a price guarantee, which allows the Traveler to protect against a potential price increase of the tourist event as mentioned above. The current conditions for using the price guarantee service are always available at the Tour Operator's Sales Offices or on the website [www.itaka.pl](http://www.itaka.pl).

#### **IV PASSPORT, VISA, INOCULATIONS, HEALTH REQUIREMENTS**

A Traveler heading outside the European Union must have a valid permanent passport (minimum 6 months from the date of return to Poland). For traveling to European Union countries, a personal identity card or passport is required. The passport requirement also applies to children under 2 years of age. For travelers using a temporary or diplomatic passport, the Tour Operator recommends contacting the diplomatic post of the country of destination before making a booking, due to possible formal limitations associated with such a passport. Traveling to 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 to 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 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 travelers" within the website of the Main Sanitary Inspectorate ([www.gis.gov.pl](http://www.gis.gov.pl)). If there are medical contraindications for the Traveler to travel abroad and to participate in the Event, the Traveler is obligated to inform the Tour Operator about this fact. If participation in the Event involves specific health requirements, information about this fact is included in the description of the Event. Information on visa requirements provided in the descriptions of individual events refers only to Polish citizens. Citizens of other countries are advised to contact the relevant consulate before buying an event in order to verify the visa regulations applicable to them.

#### **V. BEGINNING OF AN EVENT, FLIGHT AND HOTEL NIGHT**

The Tour Operator informs the Traveler that the date of departure is the start date and the date of return is the end date of an event. The first and last day of the plane event is provided for transport and not for the actual relaxation. A hotel night, and therefore hotel benefits (e.g. board), in hotels and apartments ends at 10.00 a.m., and begins at 2.00-3.00 p.m. 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", Guests are accommodated in the hotel upon arrival – which means that the hotel night is counted from 2.00-3.00 p.m. 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 night has already begun, and ends at check-out, however, no later than at the end of the last hotel night. In the case of return flights to the country taking place after the last hotel night 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.

#### **VI. CHANGE OF THE TERMS OF THE CONTRACT AT THE INITIATIVE OF THE TOUR OPERATOR**

Subject to art. 48 sec. 8 and 10 and art. 50 sec. 1 of the Act - the price of the Event specified in the Contract is not subject to change. The change of terms of the contract other than the price, hereinafter referred to as "Terms of the Contract", may take place in accordance with the provisions of art. 46 of the Act. The provisions of the Act mentioned in this chapter are available on the website [www.itaka.pl](http://www.itaka.pl) and at the Sales Point. All changes to the Terms of the Contract, within the meaning of art. 46 sec. 1 item 2 of the Act, and the related rights and obligations of the parties, must be notified by the Tour Operator to the Traveler on durable media immediately after being informed about these changes. The Traveler should, after receiving notification of changes to the Terms of the Contract, inform the Tour Operator on durable media within the time specified in that notification (directly or via the Sales Office) whether they accept the proposed change or withdraw from the Contract. The Tour Operator refuses to grant any possible damages to the Traveler who, having been informed of the changes to the terms of the contract, agrees to them by taking part in the event.

#### **VII. CHANGE OF THE TERMS OF THE CONTRACT AT THE INITIATIVE OF THE TRAVELER**

A change of the Terms of the Contract (terms and conditions of the purchased Event) at the initiative of the Traveler may take place after the Traveler has submitted a statement on durable media with the Tour Operator or in the Sales Office. A Traveler who, after making the prepayment or paying the full price of the Event, wants to make changes to the Terms of the Contract (e.g. in terms of date, destination, hotel), is obliged to abide to the following rules:

(a) for changes, about which the Traveler informs the Tour Operator up to 40 days before the planned date of departure, the Tour Operator has the right to charge a processing fee in the amount of PLN 350 per person. This fee shall be paid directly at making the change or immediately after making the change, so that for the given Event at least the full prepayment is always paid.

(b) in case of Events realized with a non-chartered flight, i.e. a commercial/scheduled flight or the co-called low-cost flight, the above-mentioned conditions of change do not apply. The costs of changes (date, participation etc.) charged by the Tour Operator will depend on the costs charged by the carrier. Before confirmation of a change, one shall contact the Tour Operator in order to acquire information on possible costs arising in connection with this matter. At the same time, the Tour Operator warns that the above costs may be subject to change (of which the Tour Operator will inform the Client) for reasons attributable to the carrier, in the period between the Tour Operator communicating them to the Client and the receipt by the Tour Operator of the Client's response whether the Client accepts the costs and decides to make the change. In addition, the seats requested by the Client as an alternative to the original booking may be sold out by the carrier during the above time period, in which case the Tour Operator will provide the Client with an alternative offer.

The Traveler 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, as those in force on the date of the original booking, at selection of a new (different) Event, with the exception of situations

described in the above-mentioned point (b)

(d) the rules described in (a) and (c) above do not apply to changes in the contracts concerning Events from the non-returnable offer. The terms and conditions of changes to these contracts are described in point (e) below.

(e) delivery of a request to change the Terms of the Contract with respect to the destination, hotel, date or duration of the Event to the Tour Operator or to the Sales Office by the Traveler within less than 40 days prior to the beginning of the Event shall be tantamount to the Traveler's withdrawal from the Contract with the effect specified in Chapter X of the Terms of Participation, unless the parties agree otherwise. The same rules apply to changes in the contracts concerning Events from the non-returnable offer.

#### **VIII. TERMINATION OF THE CONTRACT BY THE TOUR OPERATOR DUE TO INSUFFICIENT ATTENDANCE**

The Travel Agency may terminate a Contract and provide the Traveler with a full refund of payments made for the Event within 14 days from the termination of the Contract, without additional compensation or redress, if the number of reservations is less than 50 people for coach Events and less than 220 people for airplane Events, and the Travel Agency has notified the Traveler about the termination of the Contract no later than 20 or 7 days, or 48 hours before the beginning of the Event, respectively: over 6 days or 2 to 6 days or less than 2 days.

#### **IX. TRANSFER OF CONTRACT RIGHTS TO ANOTHER PERSON**

A Traveler may transfer all the rights under the Contract to a person fulfilling the terms of participation in the Event without the consent of the Tour Operator, if at the same time the person takes over all the obligations resulting from the Contract. Such a transfer of rights and assumption of duties, hereinafter referred to as the "transfer of Event", shall be effective towards the Tour Operator if the Traveler notifies the Tour Operator of the transfer of Event on durable media specified in the Contract within a reasonable period of time. A Notification submitted no later than 7 days before the beginning of the Event shall in each case be considered to have been submitted within a reasonable time. A Notification shall also be considered to have been made within a reasonable time if it has been made by the Traveler: (a) for Airplane Events - at the airport no later than 2 hours before the time of departure or (b) for coach events - at the main assembly location no later than 15 minutes before departure. If the transfer of the Event will entail additional costs for the Tour Operator, when requesting their payment the Tour Operator will indicate to the Traveler reasonable and actual costs. For the unpaid part of the price of the Event and the costs incurred by the Tour Operator as a result of the transfer of the Event, the Traveler and the person taking over their rights shall be jointly and severally liable.

#### **X. WITHDRAWAL FROM THE CONTRACT BY THE TRAVELER; CONTRACT WITHDRAWAL FEE**

The Traveler may withdraw from the Contract at any time prior to the beginning of the Event. In the event of withdrawal from the Contract, the Traveler is obligated to pay to the Tour Operator the contract withdrawal fee determined and charged by the Tour Operator in accordance with the provisions of art. 47 sec. 2 of the Act.

a) For information purposes only, the Tour Operator provides that the historic average costs of Contract withdrawal fees – 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 350 per person, from 39 to 31 days before the date of departure – up to 20% of the Event price, 30 to 21 days before the date of departure – up to 30% of the Event price, 20 to 14 days before the date of departure – up to 50% of the Event price, 13 to 8 days before the date of departure – up to 70% of the Event price, 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.



b) In the case of Events from a non-refundable offer, the Traveler acknowledges that the costs of withdrawal from the contract are a result of the fees paid by the Tour Operator to the suppliers of hotel accommodation and means of transport. The price of the Event consists mainly of non-refundable accommodation and transport costs incurred by the Tour Operator.

For information purposes only, the Tour Operator provides that the historic average costs of Contract withdrawal fees concerning events from the non-refundable offer – in relation to the total price of the event – are as follows:

up to 40 days before the date of departure – up to 50% of the Event price,  
39 to 21 days before the date of departure – up to 60% of the Event price,  
20 to 8 days before the date of departure – up to 70% of the Event price,  
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.

Calculation of the final incurred costs may be done by the Tour Operator only after the final date of departure and settlement of the Event costs, from which the Traveler had resigned. Settlement of event costs often takes place only after the end of a given season, e.g. for the summer season the settlement can take place in the following autumn-winter period, and for the winter season in the following spring-summer period.

In the event that the cancellation of one or more Travelers from the Event results in a change of room type on the reservation (e.g., from a double room to a single room), the Tour Operator reserves the right to recalculate the price of the event and the possible need to pay the price difference before the start of the event. The Traveler and the person who canceled the reservation are jointly liable for the unpaid portion of the Event price and the costs incurred by the Tour Operator due to the change in room type resulting from the cancellation of one or more participants from the Event.

In the case of Events realized with a non-chartered flight, i.e. a commercial/scheduled flight or the co-called low-cost flight, the above-mentioned conditions of resignation do not apply. The costs of resignation charged by the Tour Operator will depend on the costs charged by the carrier. Prior to confirming the resignation, one shall contact the organizer in order to acquire information on possible costs arising in connection with this matter. In the event of the Client's withdrawal from the so-called "Wyzjazd" agreement, the amounts specified in Chapter X, letter a of the Participation Terms constitute non-refundable penalties as defined in Article 396 of the Civil Code.

The Tour Operator will refund to the Traveler the amount paid for the Event reduced by the Contract withdrawal fee, calculated on the basis of costs known on the day of termination of the Contract, within 14 days from the termination of the Contract. If, after calculating the final costs, it is necessary to refund a part of the fee to the Traveler - the Tour Operator will immediately refund the due amount to the Traveler. The above provisions of this chapter shall not apply if the Act stipulates that the Traveler's withdrawal from the Contract or its termination by the Traveler shall be free of charge.

## **XI. MEDICAL EXPENSES AND PERSONAL ACCIDENT INSURANCE, ADDITIONAL INSURANCES AND INSURANCE GUARANTEE**

Information on compulsory Medical Expenses and Personal Accident insurance for Foreign Events and voluntary additional insurance as well as the conditions of these insurances are included in the Travel Insurance Terms available on the website [www.itaka.pl](http://www.itaka.pl) or in the Sales Office. The Tour Operator declares that they have the financial security required by the Act in the event of insolvency in the form of an insurance guarantee issued by ERGO Reiseversicherung AG with its registered office in Munich, acting through its Division in Poland, 80-309 Gdańsk, al. Grunwaldzka 413, and that in accordance with the Act, they pay premiums due from Contracts to the Tourist Guarantee Fund. Payment of funds from the guarantee takes place:

1) within the scope of covering the costs of continuation of the Event or costs of return to the country through the

Opole Marshal Office, ul. Piastowska 14, 45-082 Opole, phone no. +48 77 54 16 410, e-mail [umwo@opolskie.pl](mailto:umwo@opolskie.pl).

2) within the scope of partial or full refund of payments made for the Event – the insurer referred to in the preceding sentence, phone no. + 48 58 324 88 50, e-mail: [poczta@ergo-ubezpieczeniapodrozy.pl](mailto:poczta@ergo-ubezpieczeniapodrozy.pl).

## **XII. LIABILITY OF THE TOUR OPERATOR**

The Tour Operator is responsible for the proper performance of all travel services covered by the Contract. If any of the tourist services is not performed in accordance with the Contract or services constituting a significant part of the Event are not performed, the provisions of art. 48 of the Act shall apply. The Traveler is obligated to immediately inform the Tour Operator of any discrepancies found, if possible during the event - taking into account the circumstances of the case. The liability of the Tour Operator for non-performance or improper performance of tourist services covered by the Event is determined by the provisions of art. 50 of the Act.

The liability of the Tour Operator and the Sales Office for errors in the booking is specified in art. 53 of the Act. Subject to art. 50 sec. 5 of the Act, the Tour Operator limits the amount of compensation to be paid by the Operator for non-performance or improper performance of tourist services covered by the Event up to three times the price of the Event for each Traveler. This limitation does not apply to damage to persons or damage caused intentionally or negligently. The Tour Operator is liable for the information contained in publications, brochures, folders, leaflets and other information materials issued by hotels, that has been made available to the Traveler by the Operator directly or via the Sales Office.

## **XIII. OBLIGATION TO PROVIDE ASSISTANCE TO THE TRAVELER**

In the event of the Traveler being in a difficult situation due to the occurrence of unavoidable and extraordinary circumstances within the meaning of art. 4 item 15 of the Act, the Tour Operator provides the Traveler with appropriate assistance under the conditions specified in art. 52 of the Act. In the event when providing the Traveler a return trip to the country in accordance with the Contract is impossible due to unavoidable and extraordinary circumstances, the Tour Operator shall bear the costs of necessary accommodation of the traveler, if possible with a category equivalent to the one specified in the Contract, for a period of up to 3 nights. The above right to accommodation does not exclude the application of more favorable provisions in this respect. The Tour Operator may not rely on unavoidable and extraordinary circumstances to limit the liability referred to in the two preceding sentences if the provider of transport services can not invoke such circumstances on the basis of other provisions.

## **XIV. RESPONSIBILITIES AND LIABILITY OF THE TRAVELER**

In case of Plane Events, the Traveler shall be obliged to acquire information from the resident or from the hotel's notice-boards on the 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 Tour Operator's local representative or using the hotel's information board or in the Client Area on the website [www.itaka.pl](http://www.itaka.pl) or in the ITAKA mobile app.

In the case of Events realized with a cruise / liner plane, the Traveler shall be obligated to comply with the rules of confirmation of the flight segments as notified by the Tour Operator. Failure to confirm shall entitle the airlines participating in the transportation to distribute the reserved seats. The Traveler shall be responsible for the fact that they themselves 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](http://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.

## **XV. 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".

## **XVI. ITAKA SMART**

ITAKA SMART involves the Tour Operator utilizing seats on regular or low-cost airlines, as well as rooms in hotels sourced from external providers. These seats and rooms are dynamically sourced and require confirmation directly from the service providers that they are still available. It is possible that despite the ability to make a reservation under the ITAKA SMART option, it may not be feasible due to the lack of availability of seats from external providers. The ITAKA SMART option does not constitute an offer within the meaning of the Civil Code regulations.

The ITAKA SMART option includes:

- a. Tour packages created from services such as airport-hotel-airport transfers, resident assistance, transportation, and accommodation, offered in configurations such as:
  - flight on regular or low-cost airlines and accommodation in a specified property;
  - charter flight and accommodation in a specified property;
- b. Tourist services referred to in these Participation Terms as "TRIPS".

For contracts covering tours under the ITAKA SMART option, the provisions of these Terms regarding tours apply accordingly, except for provisions specifically concerning the ITAKA SMART option as described in this chapter.

### **Transfer to hotel**

The transfer to the hotel is provided by a local transport company and may involve tourists arriving at the destination on different flights and at different times.

Consequently, the departure from the airport to the hotel depends on the arrival of all individuals included in the transfer, and the waiting time for the transfer to be completed may last up to 2.5 hours from entering the arrivals hall.

A representative from the Tour Operator responsible for the transfer will await tourists either inside the arrivals hall, in front of it, or at the airport parking near the arrivals hall. Detailed information regarding transfers is typically provided in a welcome letter sent by the Tour Operator before departure to the email address provided in the reservation. The Tour Operator recommends that travelers review the information contained in the welcome letter before embarking on their journey.

### **Resident's care**

The client is provided with the care of a resident representative, which can be provided either in person or remotely. Remote care can be provided by phone, through the chat feature on the ITAKA mobile application for mobile devices (popular messengers such as Messenger, WhatsApp), or via email.

The client receives contact details for the resident representative between 48 hours and 8 hours before the scheduled departure time from the country in the so-called welcome letter sent by the Tour Operator to the email address provided in the reservation.

## Price and payment

Due to the dynamic nature of the reservation process, the Client acknowledges that the price of the ITAKA SMART option is not guaranteed until confirmed by the ITAKA Tour Operator to the Client Confirmation of the reservation and the final price occurs only after receipt by the ITAKA Tour Operator of a confirmation from external service providers. Until the reservation is confirmed by external providers, the reservation is considered "to be paid/confirmed."

At the time of payment by the client for a reservation "to be paid," there may be a situation where the final price of the reservation will be different from the price of the reservation "to be paid/confirmed."

## Passport and ticket check

The travel agency informs, and the client acknowledges, that there are two options for passport and ticket check-in:

**a. Check-in by the Tour Operator on Behalf of the Client**  
This requires the client to provide identity document details required by the destination country for check-in.

These details must be provided at the time of booking confirmation, but no later than 48 hours before departure. The tour operator may contact the client during this period via the email address provided at the time of booking. It is important to note that the tour operator may not always be able to perform online check-in on behalf of the client. In such cases, the client must perform the online check-in independently, as described in point "b" below.

When the tour operator performs online check-in on behalf of the client, it will make every effort to ensure that the required boarding passes are delivered to the email address provided in the reservation. The tour operator advises the client to verify carefully before departure whether they have correctly received their issued boarding passes.

To guarantee check-in by the ITAKA Tour Operator, the Client should purchase the Guaranteed Check-in Service (Premium Check-in Service).

The tour operator informs that in some cases (especially with low-cost carriers), failure to perform online check-in sufficiently in advance and have printed boarding passes may result in additional costs incurred by the passenger at the check-in counter at the airport.

## b. Self Check-in by the Client

The tour operator will inform the client no later than 48 hours before departure via the email address provided at the time of booking about the need to perform self check-in online, along with instructions on how to proceed with this check-in.

Online check-in is not required for flights with regular airlines (unless otherwise specified in the contract).

## Changes to Reservations/Contracts and Cancellation of the Trip Due to Reasons on the Client's Side

The use by the tour operator of seats on regular or low-cost airlines for flights under the ITAKA SMART option, as well as accommodations sourced from external providers, means that transportation and accommodation services are subject to strict settlement rules with the providers of airplane seats and hotels.

In view of the above, in the event of withdrawal from the Contract, the Traveler is obligated to pay to the Tour Operator the contract withdrawal fee determined and charged by the Tour Operator in accordance with the provisions of art. 47 sec. 2 of the Act.

The costs of resignation charged by the Tour Operator will depend on the costs charged by the carrier and/or providers of seats on the plane and in hotels. Prior to confirming the change or resignation, one shall contact the organizer in order to acquire information on possible costs arising in connection with this matter.

Similar costs are applied in the case of changes to reservations concerning: means of transport, destination, departure date, duration of travel, place and type of accommodation, number and personal data of travel participants/reservations.

If the value of the aforementioned change or cancellation costs exceeds the payment made by the Client towards the reservation they wish to change or cancel, the Client is obligated to pay the difference. The Tour Operator reserves the right to pursue claims against the Client who fails to make such payment.

Within 14 days from the termination of the Agreement, the Tour Operator will refund to the Client the amount paid for the Trip, reduced by the cancellation fee calculated according to this point.

The Tour Operator informs for information purposes, and the Traveler acknowledges, that there may be situations where a refund of the payment/fee will only be possible through direct contact between the Traveler and the external service provider (e.g., airline). In such cases, the Tour Operator will provide the Client with the necessary data and information to obtain the refund. Other refunds will be processed directly to the client by the Tour Operator. The Tour Operator informs that making changes to reservations may require additional verification of the traveler through the service provider's website. In such cases, the Tour Operator will provide the Client with appropriate instructions and assistance to the fullest extent possible.

## XVII. INTERNAL PROCEDURE FOR HANDLING MESSAGES, REQUESTS AND COMPLAINTS OF THE TRAVELER CONCERNING THE IMPLEMENTATION OF THE EVENT ORGANIZED BY ITAKA TOUR OPERATOR

1. If during a tourist event the Traveler finds the performance of the Contract to be defective, they should immediately notify the Tour Operator or representative (pilot or resident) at the place of the event. In the case of inconsistency, the Traveler has the right to file a complaint. In order to prevent damage, the complaint should be submitted by the Traveler immediately so that the Tour Operator can intervene and clarify the matter urgently. The Tour Operator recommends submitting complaints in paper or electronic form (via e-mail to the following address: [cok@itaka.pl](mailto:cok@itaka.pl)), or on other durable media.

2. A complaint should contain data enabling identification of the Traveler and a given tourist event in which they participated, the subject of the complaint, an indication of inconsistency and determination of requests, and should be submitted within 30 days of the ending of event. To keep the deadline, it is enough to send a complaint before it expires. If a complaint is submitted after the deadline, the Tour Operator may consider it ineffective. Complaints related to the implementation of the tourist event may be submitted directly to the Tour Operator at the address of the Customer Service Center, Nowa Itaka sp. z o.o., ul. Reymonta 39, 45-072 Opole or via [cok@itaka.pl](mailto:cok@itaka.pl) or to Sales Office through which the Contract has been concluded. The Sales Office forwards the complaint to the Tour Operator immediately. A complaint filed with the Sales Office on a given day is considered submitted to the Tour Operator on that day. The Sales Office, the pilot and the resident are not entitled to recognize the Traveler's claims related to the Contract, in particular resulting from a complaint filed by the Traveler.

3. A reply to a correctly filed complaint will be provided to the Traveler in paper form or other durable media, depending on the circumstances and the form of filing of a complaint by the Traveler, but no later than within 30 days from the date of the end of the tourist event, and in the case of a complaint filed after the end of the tourist event, 30 days from its filing (the date of receipt of the letter to the Tour Operator is valid). To keep the deadline, it is sufficient to send (e.g. via post office or e-mail) a reply before its expiry. In the case of unsatisfactory, in the opinion of the Traveler, way of handling the complaint, the Traveler has the right to continue the correspondence in this matter and submit a so-called appeal. In such a case, the Traveler is not obliged to a 30-day period to present their position, but the Tour Operator recommends that the deadline for filing an appeal should not exceed 90 days from the date of receipt of the response from the Tour Operator.

4. Unless such an obligation arises from the mandatory provisions of law, the Tour Operator shall not use out-of-court complaint and redress procedures, including non-judicial resolution of consumer disputes. In carrying out the duties imposed by mandatory legal provisions, the Tour Operator informs that in the event of out-of-court resolution of consumer disputes to which the Tour Operator is subject, the entity authorized to conduct the proceedings shall be the Trade Inspection - Wojewódzki Inspektorat Inspekcji Handlowej in Opole (ul. 1 maja 1, 45-068 Opole, e-mail address: [sekretariat@opole.wiuh.gov.pl](mailto:sekretariat@opole.wiuh.gov.pl)). Information on out-of-court resolution of consumer disputes through a platform created by the European Commission can be found at <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=PL>. The Traveler has the

right to file a complaint by means of the aforementioned platform in the event of concluding the Contract via the Tour Operator's website (online). The Traveler may also receive assistance regarding his/her rights and within the scope of dispute between him/her and the Tour Operator by addressing the district (city) consumer ombudsman or social organization, whose statutory tasks include consumer protection (including Federacja Konsumentów (National Consumer Agency), Stowarzyszenie Konsumentów Polskich (Polish Consumers Association)) or using the information available on the website of the President of the Office for Competition and Consumer Protection (Urząd Ochrony Konkurencji i Konsumentów).

## XVIII. PERSONAL DATA

The Controller of personal data of the Travelers collected in order to conclude and implement the Contract is the Tour Operator. Contact details of the Data Controller: phone no.: 77 5412 202, e-mail address: [info@itaka.pl](mailto:info@itaka.pl). The Controller of data is responsible for the security of the personal data transferred and for their processing in accordance with the provisions of the law. The Data Administrator has appointed a Data Protection Officer (DPO), who can be contacted in matters related to the processing of personal data and the exercise of rights vested in the Travelers in accordance with the provisions on the protection of personal data via e-mail: [daneosobowe@itaka.pl](mailto:daneosobowe@itaka.pl). Detailed information on the processing of the Travelers' personal data is available at <https://www.itaka.pl/dane-osobowe/> and in the Sales Offices. The person booking an Event is obliged to keep confidential all personal data related to the booking of an Event and the Contract concluded. By making the above mentioned data (especially the booking number) available to third parties, including those mentioned in the booking confirmation/travel document, they agree to make the data from the booking confirmation/travel document available to them by the Tour Operator via the Client Area. The person booking an Event also acknowledges that the accidental transfer or loss of the above mentioned data (including, in particular, the booking number) may lead to unauthorized persons gaining access to the data from the booking confirmation/travel document via the Client Area, for which the Tour Operator is not responsible. By concluding the Contract also in the name and on behalf of the persons mentioned in the booking confirmation/travel document, the person making the booking takes over the obligation to inform these persons about the rules of processing their data by the data administrator, in connection with the Contract concluded or the booking of Event. When the person performing the booking concludes the Contract on behalf of the person mentioned in the booking confirmation/travel document, they must have the consent (power of attorney or authorization) of the above-mentioned person to act on their behalf. The person performing the booking is fully responsible for acting without the above mentioned authorization (does not apply to persons who do not have full legal capacity). The person performing the booking is obliged to present the above mentioned consent to each request of the Personal Data Controller.

## XIX. FINAL PROVISIONS

Messages, requests and complaints of the Traveler shall be considered within the framework of the "Internal Procedure For Handling Messages, Requests and Complaints of the Traveler Concerning the Implementation of the Event". Disputes between the Parties concerning the Contract may be resolved in the mode of out-of-court settlement of consumer disputes, and in the event of a dispute being unresolved – they shall be resolved by a locally competent court. The entity authorized for out-of-court resolution of consumer disputes is the Trade Inspection and information on such proceedings is available on the website <http://www.opole.wiuh.gov.pl/>. To matters not covered by the Terms of Participation, the provisions of the Act, the provisions of the Civil Code and other provisions on consumer protection, including those applicable to tourist events, the provisions of art. 10, art. 11, art. 12 sec. 1 items 1, 5, 16 and 17, art. 17 and art. 20 sec. 2 of the Act of 30 May 2014 on consumer rights (Journal of Laws of 2017 item 683) in art. 3 in sec. 1 item 8) shall apply. The Traveler may familiarize themselves with the contents of the Act, including the provisions referred to in the Terms of Participation, on the website [www.itaka.pl](http://www.itaka.pl) or in the Sales Office or at: [www.sejm.gov.pl](http://www.sejm.gov.pl).