

GENERAL TERMS OF PARTICIPATION

GENERAL TERMS OF PARTICIPATION (effective from June 1, 2023) in tourist events organized by Grupa DE Sp. z o.o. Sp. K. with its headquarters in Tarnowskie Góry 42-600, Gliwicka Street 35,

§ 1. General rules

1. Grupa DE Sp. z o.o. Sp. K. with its registered office in Tarnowskie Góry 42-600, Gliwicka Street 35, KRS 0000697644, NIP 6452552899, REGON 368399818, which is registered in the register of tourism organizers and entrepreneurs facilitating the purchase of related tourism services under no. 1278, is the owner of the tourism brand called fest fajnie and the service under the domain festfajnie.pl and is the Organizer of tourism within the meaning of the Act of November 24, 2017 on tourist events and related tourist services (consolidated text: Journal of Laws of 2020, item 2139 as amended; hereinafter referred to as the "Tourist Events Act") and will be referred to as the Organizer in the further part of the Agreement.
2. These Terms of Participation in tourist events (hereinafter referred to as the T&Cs) define the rights and obligations of the Organizer and the Participant in accordance with the provisions of the Act of April 23, 1964 - Civil Code (consolidated text: Journal of Laws of 2020, item 1740 as amended; hereinafter referred to as the "cc") and the provisions of the Act of November 24, 2017 on tourist events and related tourist services.

§ 2. Definitions:

1. Organizer - this is the entity organizing the tourist event. In the case of these terms of participation, Grupa DE Sp. z o.o. Sp. K. with its registered office in Tarnowskie Góry 42-600, Gliwicka Street 35, KRS 0000697644, NIP 6452552899, REGON 368399818. Registered in the register of tourism organizers and entrepreneurs facilitating the purchase of related tourism services under no. 1278.
2. Tourist Service – this is understood as a tourist service, in accordance with the definition from art. 4 point 1 of the Tourist Events Act. Tourist Event – this is understood as a tourist event, in accordance with the definition from art. 4 point 2 of the Tourist Events Act,
3. Agreement – this is understood as an agreement to participate in a tourist event, in accordance with the definition from art. 4 point 3 of the Tourist Events Act, concluded between the Organizer and the Participant,
4. Participant – this is understood as a traveler, in accordance with the definition from art. 4 par. 6 of the Tourist Events Act.

§ 3. The conclusion of an agreement to participate in a tourist event, hereinafter referred to as the Agreement, between the Traveler and the Organizer occurs at the moment:

1. signing the Agreement by the Participant or a person acting on his behalf and a representative of the Organizer or
2. making a reservation by the Participant in the Organizer's service under the name festfajnie.pl and making a payment for the tourist event (part or all).
3. Upon making a reservation or signing the Agreement, the Participant is obliged to make a payment. The amount of the payment depends on the number of days dividing the date of the Agreement until the start date of the Agreement. If there are more than 30 days to departure, a deposit of 30% of the value of the tourist event is collected, from 30 days and below the full payment applies.
4. Failure to pay the price of the event within the deadlines specified above may result in the cancellation of the Agreement.
5. The Participant has the right to transfer rights and obligations arising from the Agreement to another person. In such a case, the Traveler is obliged to notify of this fact no later than 7 days before the start of the event. The person transferring rights and obligations to another person is obliged to return the documents received from the Organizer.
6. When concluding an Agreement through the festfajnie.pl website, the Participant confirms that before making a reservation, he has read the Program of the Tourist Event and has read and accepted the Terms of Participation in the Tourist Event, Insurance Conditions, Website Regulations, and Privacy Policy.

§ 4. Contract amendment, event cancellation, withdrawal from the event

1. If the Organizer is forced, for reasons beyond his control, to change the main elements of the tourist event, he will immediately inform the Participant, before the event starts, about the content of the changes. After receiving information from the Organizer, the Participant is obliged to inform the Organizer within the deadline specified in the notification, whether he accepts the proposed contract amendment. He can also withdraw from the contract in exchange for a refund of the payments he has made, or withdraw from the contract and accept a substitute tourist event offer, if one is available.
2. The Organizer reserves the right to cancel (terminate the contract) the event in case of too low attendance at the tourist event.
3. The traveler can withdraw from the contract at any time before the start of the Event. In case of withdrawal from the Contract, the Participant is obliged to pay the Organizer a fee for withdrawal from the contract determined and collected by the Organizer in accordance with the provisions of art. 47 sec. 2 of the Act.
4. In case of withdrawal from the event by the Participant, the following rules apply, which are only indicative of the cost of deductions, as the Organizer charges the Participant only for the actual costs incurred: a) in case of withdrawal no later than 30 days before the planned departure date, the Contractor has the right to retain 30% of the event price, but no more than the actual costs incurred, b) in case of withdrawal less than 30 days before the departure date, but no later than 22 days before this date, he has the right to retain 50% of the event price, but no more than the actual

costs incurred, c) in case of withdrawal between 21 and 14 days before the departure date, he has the right to retain 85% of the event price, but no more than the actual costs incurred,

5. in case of withdrawal 14 days or less before the departure date, he has the right to retain 95%-100% of the event price, but no more than the actual costs incurred.
6. Withdrawal from participation in the event (withdrawal from the contract) can only take place in the form of a written statement submitted directly to the Organizer or by email: biuro@festfajnie.pl
7. The Organizer is not responsible for delays of buses and transfers caused by factors beyond the office's control (weather conditions, border crossings, strikes, etc.)
8. The refund is made by the Organizer within 14 days from the date of submission of the declaration of withdrawal or termination of the Contract.

§ 5. Insurance Guarantee, Tourist Guarantee and Assistance Fund, and KL/NNW Insurance

1. The Organizer declares that he has the financial security required by the Act in case of insolvency in the form of an insurance guarantee issued by Wiener TU S.A. Vienna Insurance Group and that he pays the premiums due from the Contracts to the Tourist Guarantee and Assistance Fund in accordance with the Act. Validity of the guarantee: 08.01.2023-07.01.2024.
2. The insurance guarantee covers: covering the costs of returning Customers from the tourist event to the place of departure or planned return from the tourist event when the office does not provide this return against obligation. It also provides: refund of payments made by Customers for the tourist event when for reasons related to the office and people acting on its behalf, the tourist event will not be carried out. The subject of the guarantee is also: a refund of part of the payments made for the tourist event, which will not be carried out for reasons related to the office and people acting on its behalf.
3. The beneficiary of the insurance guarantee is the Marshal of the Silesian Voivodeship.
4. The Organizer declares that the Participant, in case of domestic events, is covered by Accident Consequences insurance, and in case of foreign events, is covered by: Treatment Costs and Accident Consequences insurance.
5. The Organizer also informs about the possibility of concluding additional insurance contracts, such as: from chronic diseases or from resignation.

§ 6. Liability of the Organizer

1. The Organizer is liable for the non-performance or improper performance of the contract, unless the non-performance or improper performance is solely due to the actions or omissions of the Participant, the actions or omissions of third parties not involved in the provision of services provided for in the Agreement, if these actions or omissions could not be foreseen or avoided, or by force majeure.
2. In case of any discrepancies during the event, the Participant has the right and duty to immediately inform the guide/representative of the Organizer about them and demand the removal of the discrepancy or the application of remedial measures. Discrepancies will be promptly rectified.

3. The exemption from liability for non-performance or improper performance of the contract in the cases listed above does not relieve the Organizer from the obligation to assist the injured Participant during the event.
4. If the services constituting a significant part of the program are not performed, the Organizer is obliged to offer the Participant an alternative service. If it is impossible to provide the alternative service, the Participant has the right to claim damages, unless the impossibility of providing the alternative service is due solely to the actions or omissions of third parties, not involved in providing the alternative service, if these actions or omissions could not be foreseen or avoided, or by force majeure.

§ 7. Duties of the Participant

1. The Participant is required to have at the meeting point: the Agreement on participation in the tourist event, in electronic or paper form, as well as a valid and appropriate identity document entitling the Participant to participate in the tourist event, to cross the border with a given country (according to the regulations of the destination country and transit countries - respectively ID or passport). This obligation to have a valid travel document also applies to children - regardless of age.
2. The Participant has the obligation to inform the Organizer about any inconsistencies observed during the realization of the tourist event.
3. For coach trips, each Passenger can bring one piece of luggage weighing up to a max. of 20 kg
4. (max. dimensions 25x45x65 cm) and one piece of hand luggage in the coach weighing up to a max. of 5 kg (max. dimensions 40x30x20 cm). Due to the maximum load capacity of the coach strictly limited by transport regulations, the Organizer and the Carrier may refuse to take onboard luggage that exceeds the limit.
5. For air events (not charter), the price of the trip includes hand luggage, the dimensions and weight of which depend on the airline. There is an option to add checked luggage. Fees for the main luggage depend on the flight date and are set by the airline.
6. In order to ensure the proper course of the event, the Participant is obliged to follow the recommendations of the group guide, be punctual, and inform the guide about the intention to leave the group.
7. The Participant is liable for damage caused to the Organizer, his contractors during the event. The Participant is obliged to cover the losses resulting from this on the spot where the damage was caused.
8. If the Participant, due to reasons on his side, does not use the services included in the event program, it cannot be a basis for reducing the payment for the event or for requesting an equivalent for unused services.

§ 8. Complaints

1. The Participant is obliged to inform the Organizer or the representative of the Organizer at the place of the Tourist Event about all discrepancies noticed during the Tourist Event.
2. The Participant has the right to file a complaint due to the trip not being conducted in accordance with the Agreement. Complaints should be reported to the Organizer immediately at the representative of the Organizer at the Participant's place of stay,

and then at the Organizer's office in written form or in electronic form at the email address: biuro@festfajnie.pl.

3. The complaint should contain data enabling the identification of the Participant and the Tourist Event in which he participated, the subject of the complaint, the indication of discrepancies and the specification of demands. The Participant should submit the complaint within a period not longer than 30 days from the end of the Tourist Event. The Organizer has 30 days to consider the complaint from the receipt of the letter in written form at the Organizer's office address or electronic form at the email address: biuro@festfajnie.pl.
4. The Organizer will send a reply to the complaint in written form or to the Participant's email address - in accordance with the Agreement for participation in the Tourist Event.
5. If the complaint is submitted after the deadline mentioned above, the Organizer is entitled to consider it ineffective. This does not limit, however, the Participant's rights to pursue claims through court before the expiry of the 3-year limitation period.

§ 9. Personal Data

1. In accordance with Art. 13 para. 1 and 2 and Art. 14 para. 1 and 2 of the Regulation of the European Parliament and of the Council (EU) No. 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter "Regulation"), we inform that the administrator of the Participant's personal data is DE Group Sp. z o.o. Sp. K. with its registered office in Tarnowskie Góry 42-600, ul. Gliwicka 35, KRS 0000697644, NIP 6452552899, REGON 368399818, e-mail: biuro@festfajnie.pl.
2. Personal data is processed for the purpose of providing a tourist service (legal basis: Art. 6 para. 1 lit. b) of the Regulation) and also for establishing, pursuing, defending claims.
3. Personal data provided for the purpose of the trip will be processed to the extent of: name(s), surname, date of birth, gender, telephone number, residence address, signature pattern, and if required by the trip direction also in the extent of identity document data (ID card or passport depending on the country of departure or offer).
4. For the proper execution of the tourist service, personal data will be transferred/made available to the extent necessary for the provision of services and legal requirements to other recipients, i.e.: carriers, insurers, hotel service providers, additional service providers, the Administrator's employees including the guardian and the head of the colony, local or national tourist chambers.
5. In connection with the processing of personal data, the Participant has the right: a) to request access to his/her personal data (in accordance with Art. 15 of the Regulation), b) to rectify personal data (in accordance with Art. 16 of the Regulation), c) to be forgotten (in accordance with Art. 17 of the Regulation), d) to limit the processing of personal data (in accordance with Art. 18 of the Regulation), e) to transfer personal data (in accordance with Art. 20 of the Regulation), f) to object to the processing of personal data (in accordance with Art. 21 of the Regulation), g) to lodge a complaint with the supervisory authority dealing with the protection of personal data.

6. The participant's/participants' data was obtained directly from the Participant during the service reservation.
7. For matters relating to personal data, contact with the Administrator can be established via email at rodo@dreamevents.pl.

§ 10. Final Provisions

1. Any disputes arising in connection with the execution of the contract, the parties will resolve amicably, and in case of no agreement, through the competent common court.
2. In accordance with the Regulation of the European Parliament and of the Council (EU) No. 524/2013 of 21 May 2013 on an online dispute resolution system for consumer disputes and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Regulation on ODR in consumer disputes) (OJ EU L 165 of 18.06.2013, p. 1). we inform that at the address <http://ec.europa.eu/consumers/odr> an online dispute resolution system between consumers and entrepreneurs at the EU level (ODR platform) is available.
3. Pursuant to the Act of 23 September 2016 on out-of-court resolution of consumer disputes (Journal of Laws, item 1823) we inform that by mutual consent, all disputes in connection with the execution of the contract can be resolved by out-of-court dispute resolution methods.
4. In matters not regulated by the Participation Conditions, the provisions of the Act, the provisions of the Civil Code and other provisions concerning consumer protection, including those applicable to tourist events, the provisions of Art. 10, Art. 11, Art. 12 para. 1 point 1, 5, 16 and 17, Art. 17 and Art. 20 para. 2 of the Act of 30 May 2014 on consumer rights (Journal of Laws of 2017, item 683, Art. 3, para. 1, point 8) shall apply.