

TERMS AND CONDITIONS GENERAL CONDITIONS FOR PARTICIPATION in tourist events in force from January 2, 2022

§1. General information and definitions

1. Tourist events are organised by PGH Masters Group Sp. z o.o., a company with its seat in Kraków (31-010), Rynek Główny 28, entered into the Register of Entrepreneurs kept by the District Court for Kraków-Śródmieście in Kraków, 11th Commercial Division of the National Court Register, under KRS number: 0000920335, tax ID (NIP) 6762602574, statistical number (REGON): 389901612, email: hello@tripmaster.pl.

2. Tourist events covered by these Terms and Conditions are not subject to the provisions of the Act of November 24, 2017 on tourist events and related tourist services due to the exemption in Article 3(3) of the Act on tourist events and related tourist services.

3. The following terms used in the Terms and Conditions shall have the meanings set out below:

a) Terms and Conditions – these Terms and Conditions specifying the rules of participation in tourist services organised by PGH Masters Group Spółka z ograniczoną odpowiedzialnością, a company with its registered office in Cracow.

b) Tourist Event – services provided by the Tour Operator to the Customer at a common price and including a uniform programme providing for a change of location.

c) Customer (Participant) – a natural person who intends to conclude or has concluded a contract for the provision of tourist services for themselves or for another person,

d) Tour Operator – PGH Masters Group Spółka z ograniczoną odpowiedzialnością, a company with its registered office in Kraków, responsible for the preparation, offering and execution of the tourist event.

e) Guide – a person acting on behalf of the Tour Operator, accompanying the Participants of the tourist event, taking care of them and providing basic information on the place visited.

f) Contract – the contract concluded between the Customer and the Tour Operator on the basis of which the tourist service is organised.

g) Intermediary – a third party, acting in the name and on behalf of the Tour Operator, which offers for sale tourist services organised by the Tour Operator or concludes contracts on behalf of the Tour Operator.

§2. Obligations of the Tour Operator

1. The Tour Operator's obligation is to provide services in accordance with the contract concluded with the Customer and in accordance with these Terms and Conditions.
2. The Tour Operator shall not be liable for information about its offers that are provided by third parties who are not in legal relation with the Tour Operator, if such information deviates from the provisions of these Terms and Conditions or is inconsistent with the Tour Operator's offer.
3. The rules of conduct and rules for entering individual museums or other facilities, to which entry takes place during the tourist service, are specified in the terms and conditions of these facilities, and the Customer is obliged to observe these terms and conditions.

§3. Conclusion of the contract

1. The conclusion of the contract takes place after the Customer has become acquainted with the Tour Operator's offer and these Terms and Conditions.
2. In order to use the Tour Operator's services consisting in the organisation of a tour, each Customer should sign in the list of Participants by providing their full personal details. Failure to provide personal details makes it impossible for the Tour Operator to provide the service.
3. The moment of concluding the contract with the Tour Operator is the moment of registering the Customer in the list of persons participating in the tourist event, hereinafter referred to as "Registration". Registration on the list of Participants means acceptance of these Terms and Conditions and the scope of services offered by the Tour Operator.
4. Participants of the event also include persons on behalf of whom the person concluding the contract is acting and who have been registered by them in the list of Participants of the event.
5. The Intermediary and the Customer concluding the contract on behalf of other persons are responsible for informing such persons of all the details of the tourist event.
6. The Customer is obliged to make payments for the event within the period indicated by the Tour Operator. The Customer who concludes the contract on

behalf of others assumes responsibility for payment of the full amount of the price of the tourist event for the persons listed in the registration.

7. Late payment for the event is considered by the Tour Operator as the Customer's resignation from the event.

8. In the event of arrival at the meeting point of persons without a booking (additional persons, unregistered children), the Tour Operator reserves the right to cancel the booking without any refund.

9. If the Customer/Intermediary concludes the contract with the Tour Operator for the organisation of an excursion to Auschwitz-Birkenau, after the Customer has been registered on the list of Participants and has paid for the excursion, it is not possible to cancel the booking free of charge (due to the Terms and conditions of the Auschwitz-Birkenau State Museum).

§4. Change in the conditions of the tourist event

1. In the event of force majeure, the standard of the tourist event may be lowered (e.g. shortening of the tour, cancellation of part of the exhibition, cancellation of part of the tour programme), which excludes the Tour Operator's liability in this respect.

2. The Tour Operator's liability for changes to the standard of the tourist event is also excluded if the changes are caused by:

- a. an act or omission of a Participant of the tourist event,
- b. acts or omissions of third parties not involved in the performance of the services by the Tour Operator, if such acts could not have been foreseen or avoided,
- c. sudden changes in the organisation of visits to the facilities of cooperating entities that are beyond the Tour Operator's control.

3. In the cases referred to in sections 1 and 2, if the Participant is injured, the Tour Operator undertakes to provide the necessary assistance.

4. In the event that the Tour Operator is forced to change the material terms of the contract with the Customer for reasons beyond the Tour Operator's control, the Tour Operator undertakes to immediately notify the Customer of this fact. In such event, the Customer may, at their own discretion:

- a. accept the change to the contract proposed by the Tour Operator,
- b. withdraw from the contract – after the terms of withdrawal have been agreed with the Tour Operator.
- c. in the event that the Customer withdraws from the contract, the Tour

Operator undertakes to make a substitute offer to the Customer or to refund the amounts paid without any deductions.

5. The Customer is entitled to change the date of the chosen tourist event at the latest 3 days before the start date of the original event.

6. The Customer is entitled to change the persons registered for participation in the tourist event up to 3 days before the start of the original event. In the event of an excursion to the Auschwitz-Birkenau Museum, it is not possible to change the persons registered for participation in the tourist event.

7. The Customer is entitled to transfer all their rights under the contract to a person that fulfils the conditions for participation in the tourist event if, at the same time, such person assumes all the obligations arising from the contract. The transfer is effective for the Tour Operator if the Customer notifies the Tour Operator at least 3 days before the start of the tourist event. All costs incurred by the Tour Operator in connection with the change of the Customer are borne jointly and severally by the Customer and the person taking over the rights.

8. In the event of an increase in the price of the tourist event as referred to in §5.6, the Customer may withdraw from the contract.

§5. Terms of payment

1. When registering as a Participant, the Customer is obliged to pay the total price by the date set by the Tour Operator.

2. Payment is made at the Tour Operator or Intermediary's premises or to the Tour Operator's bank account: 07 1020 2906 0000 1502 0477 1830 or through the PayU payment system. In the event of payments made to the bank account, the date of payment shall be the date on which the Tour Operator's account is credited.

3. Failure to pay the price within the specified period will result in automatic termination of the contract.

4. The price indicated in the registration is given in PLN.

5. After the payment has been made, the Tour Operator or Intermediary issue the Customer with a written confirmation of the booking in the form of a ticket.

6. The Tour Operator reserves the right to increase the price stated in the contract no later than 7 days before the start of the tourist event due to:
- a. increase in the costs of transport,
 - b. increase in exchange rates,
 - c. changes to ticket prices in museums.

§6. Cancellation of a tourist event

1. The Tour Operator reserves the right to cancel the tourist event up to 16 hours before its start due to:
 - a. reasons independent of the Tour Operator, caused by actions or behaviour of persons not participating in the provision of services by the Tour Operator,
 - b. insufficient number of Participants (if the event is dependent on the number of registrations),
 - c. unfavourable weather conditions.
2. The tourist event may be cancelled at any time in the event of force majeure.
3. If the tourist event is cancelled, the Tour Operator undertakes to make a substitute offer to the Customer or to refund the amounts paid without any deductions.
4. If the Customer cancels their participation in the tourist event no later than 16 hours before the event, the Customer is entitled to a refund of the amount paid. In the event of cancellation at a later date, the amount paid will not be refunded. This time limit does not apply to cancellation of an excursion to Auschwitz-Birkenau. Notification of cancellation must be made in writing at the Tour Operator's office, at the reception desk of the hotel or at any other stationary location where the Customer has booked the tourist event, or electronically to the Tour Operator's email address.

§7. Obligations of the Customer

1. On the day of the event, the Customer is obliged to carry valid documents enabling participation in the event, e.g. passport, school ID card, identity card and, if the Customer is entitled to discounts, proof of the discount they are entitled to (school/student ID card).

2. During the tourist event, the Customer is obliged to follow the instructions of the coach driver or the tour guide, aimed at the proper organisation of the event and with a view to the welfare of the Participants of the event. The Tour Operator reserves the right to terminate the contract due to the fault of the Customer with immediate effect during the execution of the contract, if the Customer hinders the efficient or planned execution of the tourist event programme. All costs related to the termination of the contract in this manner shall be borne by the Customer, while the amounts paid to the Tour Operator for participation in the tourist event shall not be returned.

3. The Participant is obliged to comply with the order regulations in force in the facilities and places where they stay on the day of the event. The Tour Operator shall not be liable for any failure by the Participant to comply with such regulations.

4. The Participant is responsible for damage caused by themselves or by persons under their care during the tourist event. The Participant is obliged to repair such damage in accordance with the applicable legal regulations, and in the event of repair by the Tour Operator, the Participant is obliged to reimburse the costs associated thereto within the period indicated by the Tour Operator.

5. Parents or legal guardians are responsible for damages caused by minors during the tourist event.

6. By concluding a contract with the Tour Operator, the Customer declares that their health condition and the health condition of persons under their care allows them to participate in the tourist event. All costs related to the Participant's medical condition shall be borne by the Participant themselves.

§8. Travel-related principles

1. On the day of the event, the Tour Operator shall ensure the collection of the Participants from the hotel or from the meeting point designated by the Tour Operator, transport of the Participants to the venue and sightseeing of the venue in the selected available language.

2. The Customer should arrive at the place of departure at least 15 minutes before the scheduled departure. The driver will wait for Participants for a maximum of 5 minutes after the scheduled departure time. The Tour Operator shall not be liable for costs related to the Customer's failure to arrive at the

place of departure on time. The Tour Operator shall not be obliged to refund the price paid by the Customer if the non-participation of the latter in the event is due to their failure to arrive at the place of departure on time.

3. Prior to the commencement of the tourist event, the Tour Operator shall provide the Participants with all information necessary for the proper performance of the services, in particular concerning:

- a. the person to whom Participants may refer in the event of difficulties, stating the name and contact details of such person,
- b. the planned time of travel, stops and stay on site.

4. Alcohol consumption and smoking are strictly prohibited during transport. The tour guide or driver shall have the right to refuse further participation in the tour to a customer who is under the influence of alcohol or drugs.

5. All damages and contamination in the means of transport provided by the Tour Operator for the duration of the contract that result from the fault of the Customer shall be financially compensated by the Customer on the basis of an invoice issued.

6. The departure of the driver of the means of transport and the duration of the tourist event may be changed for reasons beyond the Tour Operator's control, in particular due to: road conditions, repairs on the road, mass events impeding the passage, and other delays not attributable to the Tour Operator. The Tour Operator shall not be responsible for the aforementioned changes.

7. The Tour Operator shall not be responsible for items left in the means of transport.

8. The Tour Operator shall not be responsible for Participants who have separated from the group and who have not completed the tour with other Participants. In such event, the Participant undertakes to return on their own and at their own expense.

§9. Complaints

1. In order for the Tour Operator to consider a complaint, the Participant must submit it in writing within a period no later than 30 days from the date of completion of the event at the Tour Operator's registered office, at the reception desk of the hotel or at any other stationary location where the Customer has booked the tourist event.

2. Upon receipt of the complaint, the Tour Operator shall send the Participant the confirmation of its receipt in writing, by email, or by leaving the confirmation document at the reception desk of the hotel or at the Tour Operator's registered office.
3. Failure by the Participant to comply with the time limit for filing the complaint in accordance with these Terms and Conditions will result in the Tour Operator leaving the complaint unprocessed.
4. The time limit for handling the complaint is 30 days from the date of its submission in the forms indicated in section 1.
5. The complaint cannot be based on circumstances for which the Tour Operator is not responsible.
6. Regardless of the complaint, if the Participant notices defective performance of the contract during the tourist event, the Participant shall immediately notify the tour guide and/or the Tour Operator.

§10. Dispute settlement and final provisions

1. The provisions of these Terms and Conditions shall apply to the Participant and all persons registered by the Participant.
2. All disputes arising in connection with the performance of services within the scope of these Terms and Conditions shall be settled by a court with jurisdiction over the Tour Operator's registered office.
3. In matters not regulated by these Terms and Conditions, the provisions of Polish law shall apply.