



GENERAL TERMS OF PARTICIPATION IN EVENTS ORGANIZED BY ALEKSANDRA TRZASKOWSKA “TYLKO DLA ORLIC”, RUNNING BUSINESS ACTIVITY UNDER THE BRAND “TYLKO DLA ORLIC” OR “MOTOBIRDS”

1. General Terms of Participation in Events (hereinafter referred to as the Event) organized by ALEKSANDRA TRZASKOWSKA “TYLKO DLA ORLIC”, registered in the Central Register of Tourist Events Organizers and Agents of the Mazovian Voivoidship, Poland under the number 2037, running business activity under the brand “TYLKO DLA ORLIC” or “MOTOBIRDS” (hereinafter referred to as the **Organizer**) and the programme of an Event available on the www.tylkodlaorlic and www.motobirds.com website (hereinafter referred to as the **Programme**) constitute an integral element of the agreement between a participant of the Event (hereinafter referred to as the **Participant**) and the Organizer.

2. The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302. Participants will enjoy all EU laws applicable to packages.

3. The organizer bears full responsibility for the proper implementation of the entire tourist Event. The organizer will provide assistance to travelers who are in a difficult situation.

4. The Organizer has a proper security to ensure that Participants are refunded if the Organizer becomes insolvent. More information on key rights under Directive (EU) 2015/2302 [INSERT HYPERLINK TO THESE TERMS]



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5. A Participant enters into contractual agreement with the Organizer in the moment of making advance payment for the Event. Advance payment denotes full acceptance of the terms of participation in the Event defined in the Programme and in e-mail exchange between the Organizer and the Participant (hereinafter referred to as the Agreement).

6. The Organizer will inform the Participant by e-mail which documents are required to guarantee participation in the Event and when they should be submitted to the Organizer. Failing to deliver these documents or delivering them past due date will be understood as renouncement of participation in the Event for reasons on the side of the Participant. The Participant must inform the Organizer about any alterations of personal data no later than within 14 days prior to the Event start date. If such information is missing or submitted at a date which renders handling necessary Event arrangements impossible, the Organizer does not assume responsibility for resulting consequences and in particular for the Participant's inability to take part in the Event and/or the necessity to renounce participation for reasons entirely on the side of the Participant.

7. Within the Event's duration the Participant must be in possession of valid travel documents entitling to crossing state borders of countries on the territories of which the Event is organized. The documents must include a passport and a valid visa if it is required (in situations in which visas are not provided by the Organizer).

8. If during the Event the Participant consumes alcoholic beverages or other intoxicants in excess or if the Participant intends to ride a motorcycle, drive a car or other vehicle in the state of intoxication, the Organizer reserves the right to expel such Participant with immediate effect. It will be synonymous with cancellation of the agreement by fault of the Participant. In such instance the Organizer will deduct all costs related with the preparation of the Event from the amount paid plus remuneration while the balance amount will be returned to the Participant.

9. Upon signing-up for the Event the Participant must make advance payment of 30% of the total price of the Event. Advance payment is required to guarantee participation.

10. The balance amount must be paid no later than 30 days prior to the Event start date. In a situation of signing-up for the Event in a timeframe shorter than 30 days prior to start date the Participant must pay the total price without any delay.



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11. Payment must be made by wire transfer to the Organizer's account indicated in e-mail exchange with the Participant. The date on which money transfer is received on the Organizer's account is considered payment due day.

12. If the Participant does not cover the entire Event price 30 days prior to the Event start date the agreement will be automatically cancelled by fault of the Participant. The Organizer reserves the right to deduct all costs that have already been incurred related with the preparation of the Event from the amount paid.

13. The price of the Event covers all services described in the Programme as included in price. The Participant will be additionally charged for services described in the Programme as not included in the Event price.

14. The price of the Event defined in the Programme does not include travel insurance. The Organizer will arrange the insurance for the Participant upon request and unless the Participant arranges such insurance on his / her own.

15. The price of the Event defined in the Programme may be increased if the costs of transportation, operational costs, taxes or additional charges such as harbor dues, loading, unloading or reloading charges in sea harbours or at airports go up. Under such circumstances the price of the Event will be increased by the amount by which the above mentioned costs have grown. The price of the Event, however, may not be increased in the period of 20 days prior to the Event start date. Price increase under all above mentioned circumstances does not alter the terms of the agreement.

16. The Organizer reserves the right to change the terms of the Event prior to the start date owing to circumstances beyond their control. In such instance the Organizer informs the Client without delay about any modification of the terms of the Event and confirms new terms by e-mail. The Participant informs the Organizer without delay but no later than within deadline defined in the notification if the suggested change of terms has been accepted or whether the Participant decides to retract from the agreement at full refund of costs incurred.

17. The price of the Event may be increased by the Organizer only if certain costs increase, for example fuel costs. The price increase may not take place later than 20 days before the start of the package. If the price increase exceeds 8% of the price of the Event, the Participant may terminate the



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contract. The Participant has the right to a price reduction if the corresponding costs have decreased.

18. The Participant may transfer his participation in the Event to another person by notifying the Organizer within a reasonable time, subject to any additional costs.

19. The Participant may resign from taking part in the Event at any moment. Formal resignation is performed through e-mail sent to the Organizer's e-mail address. In the instance of resignation from the Event the Participant receives:

- a) a 50% refund of costs incurred when cancelling reservation prior to the 60th day before the Event start date;
- b) a 20% refund of costs incurred when cancelling reservation prior to the 45th day before the Event start date;
- c) a 10% refund of costs incurred when cancelling reservation prior to the 30th day before the Event start date.

20. In exceptional circumstances, for example if there are serious safety problems at the destination which may affect the package, the Participants may, before the package starts, terminate the contract without paying any termination fee.

21. The Organizer reserves the right to cancel the Event:

- a) if the required minimum number of Participants defined in the Programme has not been reached, but no later than 20 days prior to the Event start date;
- b) in the instance of occurrence of force majeure;
- c) for reasons beyond the Organizer's control such as decisions of state authorities, riots, strikes, etc.;

If the reasons for cancellation are occurrence of force majeure or lack of the required minimum number of Participants, the Client has no right to demand compensation due to failure to execute the agreement.

22. The Organizer may not be held responsible for failure to execute or inadequate execution of the agreement if it was caused by actions or negligence of the Participant or in instances of occurrence of force majeure.



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23. Within duration of the Event the Participant must follow instructions and commands of the Organizer.

24. Within duration of the Event the Participant must observe legal regulations of countries on territories of which the Event takes place as well as respect local habits.

25. The Participant assumes financial responsibility towards the Organizer or third parties for any damage caused by the Participant. The Participant is obliged to repair the damage or cover all costs related with reparation of the damage.

26. The Organizer's contact number can be found at www.tylkodlaorlic.pl and www.motobirds.com

27. In the event of the Organizer becoming insolvent, payments will be refunded. If the Organizer becomes insolvent after the start of the Event, Participant will have guaranteed return to the origin. The Organizer possess Signal Iduna insolvency security in the form of a guarantee number M 209432. Participants may contact this entity or, if applicable, the competent authority if Organizer's services are denied due to the Organizer's insolvency. Contact data to the authority: <https://ewidencja.ufg.pl/webcenter/portal/ewidencja>, Phone +48 22 53 96 100, tfg@ufg.pl, address: ul. Płocka 9/11, 01-231 Warsaw



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