

# TERMS & CONDITIONS OF PARTICIPATION IN EVENTS ORGANIZED BY THE ENTREPRENEUR: ALEKSANDRA TRZASKOWSKA - "TYLKO DLA ORLIC", OPERATING UNDER THE TRADE NAMES "TYLKO DLA ORLIC" OR "MOTOBIRDS"

---

## GENERAL PRINCIPLES AND SCOPE

1. The Terms & Conditions of Participation in Events organized by Aleksandra Trzaskowska performing business under the company Aleksandra Trzaskowska "TYLKO DLA ORLIC", with its registered office in Warsaw, located at Ul. Na Przlaj, 12 B, Postal Code 03-092 Warsaw, TAX ID 5213014862, registered in Centralna Ewidencja Organizatorów i Pośredników Turystycznych Województwa Mazowieckiego (Central Register of The Authorities of Travel and Tourist Intermediaries), under the number 2037 and operating under the trade brand "TYLKO DLA ORLIC" or "MotoBirds" (**Organizer**) (**Event**) (**Terms & Conditions**) apply to any business relationship between the Organizer and the Participant (as defined below) of the Event and form an integral part of the Agreement between the Organizer and the Participant (**Agreement**).

2. The Participant is any person entering into an Agreement with the Organizer, or entering into a preliminary Agreement regarding participating in an Event or travel services, as well as any other person on whose behalf that person concludes the Agreement, and any third party who transfers its rights and obligations under the Agreement to any other Participant.

3. Contact details of the Organizer:

a) E-mail: [info@motobirds.com](mailto:info@motobirds.com)

b) Phone: +48 739 299 907

The Organizer's other contact numbers can be found on the Organizer's website: [www.motobirds.com](http://www.motobirds.com)

4. The Terms & Conditions have been set up on the basis of Article 384 of the Civil Code of 23 April 1964 (Unified text of OJ 2019, item 1145 as amended) (Civil Code) as well as the Act of 24 November 2017 regulating tourist events and related travel services (Unified text of 2019 item 548.) (Act).

5. The version of the Terms & Conditions valid at the date of the conclusion of the Agreement between the Organizer and the Participant shall apply. Any different provisions of the Terms & Conditions from

a date later than the date of conclusion of the Agreement shall not apply to it unless both parties agree otherwise in writing. Any specific condition in the Agreement signed between both parties shall have precedence over these Terms & Conditions.

6. The conglomeration of touristic services offered by the Organizer, which make up an Event, constitutes a Package within the meaning of Directive (UE) 2015/2302. Participants shall benefit from EU rights applicable to package travel. The Organizer is fully responsible for the proper implementation of the entire Event. The Organizer has a security guarantee in place. This guarantee may be called on by the Participant to return to his own country – if transportation of persons was included in the Event - should the Organizer become insolvent during an Event.

7. The Participant participates in the Event at his own risk and in full knowledge of the risks associated with participating in such Event. The Organizer is not responsible for accidents, direct or consequential damages or any other irregularities while the Participant is driving a motorcycle or other vehicle. The Participant confirms and accepts this when registering for the Event. The organizer prepares the Event with all appropriate care and diligence, however does not guarantee that the Event will take place exactly as per the advertised program. The program of the Event is a rough guide of the route and highlights, which may be subject to change should the circumstances dictate so.

## **CONCLUSION OF THE AGREEMENT**

8. Catalogs and other written information of the Organizer, as well as the information provided on the Organizer's internet website, constitute only an invitation to conclude an Agreement, and are not an offer within the meaning of the Civil Code.

9. If the Participant is interested in participating in the Event, the Organizer shall make available to him the relevant Agreement form, these Terms & Conditions and The Standard Information Form. The Agreement sent to the Participant shall contain all relevant information regarding the Event. These Terms & Conditions constitute an integral part of the Agreement. Before concluding the Agreement, the Participant must read and understand the Agreement, the Terms & Conditions as well as the Standard Information Form. When the Agreement is concluded between the Organizer and the Participant (or the person on behalf of which the Participant is acting), both parties agree to all Terms & Conditions and the Registration of the Participant to the Event can proceed.

10. By registering for an Event it is considered that Participants have accepted all other documents related to the offer. Registration of the Participant may be made electronically. When booking an Event, the Participant also confirms that he has a relevant category driving license - which is valid for the duration of the Event - and that he also has sufficient driving skills and experience to operate a motorcycle safely over the route of the Event.

11. The Agreement between the Participant and the Organizer is concluded at the moment when the Participant's registration for the Event is confirmed by the Organizer, and the Organizer receives from the Participant a copy of the Agreement signed by him (on behalf of himself and the other

Participants whenever applicable). By signing the Agreement, the Participant is liable to pay the Reservation Fee to the Organizer (on his behalf and on behalf of the other Participants, if they were registered by him) (Reservation Fee), as detailed in the payment terms section of the Agreement.

12. The conclusion of the Agreement may take place directly through the use of the Organizer's website or in the physical presence of both parties to the Agreement. If the Agreement is concluded in the physical presence of both parties, the Participant has the right to request a paper version of the Agreement. In the case of Agreements concluded at a distance or outside the premises of the company, within the meaning of the Act of 30 May 2014 on consumer rights (OJ 2014, item 827), the Participant accepts that he may receive a copy or confirmation of the Agreement by electronic means only.

13. If several Participants are registered at the same time by one of them, the Participant registering others on their behalf, is responsible for payment of the full Price of the Event resulting from the Agreement.

14. The conclusion of the Agreement for a minor requires the explicit consent of parents or guardians, with the signatures of notarized guardians (provided that the minor leaves without a statutory guardian).

15. By concluding the Agreement, the Participant agrees to the processing, updating and sharing of his (and other Participants on whose behalf he concludes the Agreement) personal data necessary for the performance of the Event.

16. The participant is entitled to benefits guaranteed by the Agreement. The Participant is entitled during the Event to receive reasonable professional assistance and care by the Organizer's representatives. The participant will also be given reasonable care by the Organizer in cases of emergency or to facilitate the participation along the route of the Event (for example: customs clearance, stops at the borders).

## **PAYMENT**

17. With his registration, the Participant pays a down-payment of 25% of the total Price of the Event (Reservation Fee). The Reservation Fee is part of the Price paid by the Participant. The full Price must be paid to the Organizer's account at the latest 30 days before the start of the Event. The Price of the Event is the agreement price and includes applicable taxes on goods and services.

18. If the Participant declares his wish to participate in the Event, less than 30 days before the starting

date of the Event, the Participant is obliged to pay the full Price of the Event immediately.

19. Payment is made in the manner chosen by the Participant: by bank transfer to the bank account of the Organizer indicated in the Agreement, in cash or by making use of the online payment option available on the Organizer's website [www.motobirds.com](http://www.motobirds.com), respectively for each Event. The date of payment shall be the date of receipt of the funds to the Organizer's account. All fees, including exchange fees, or bank charges are for the Participant's account.

20. In the Event that the Participant fails to pay the Reservation Fee at the agreed time, or fails to pay the entire Price within 30 days of the starting date of the Event, the Organizer reserves the right to cancel the Participant's reservation and terminate the Agreement on the Participant's expense. The Organizer reserves the right to deduct the amount equivalent to the actual costs incurred in connection with preparations already made for the organization of the Event.

21. The Price of the Event includes the services detailed in the Agreement. The Participant will have to pay supplements for any requested services not listed in the Agreement and therefore not included in the Price of the Event.

22. The Price contained in the Agreement is binding and the Participant is not entitled to request a discount if, after the conclusion of the Agreement, the Price of the Event has been reduced due to last minute offers or other promotional activities initiated by the Organizer.

### **CHANGES IN THE TERMS OF THE AGREEMENT BEFORE THE START OF THE EVENT. WITHDRAWAL**

23. No later than 20 days before the start of the Event, the Organizer may increase the Price of the Event if the Price increase is directly due to changes in:

- a) the Prices of passenger transport resulting from an increase in fuel costs or other power sources;
- b) the amount of taxes or charges on travel services covered by the Agreement which are imposed by entities not taking directly part in the implementation of the Event, including tourist taxes, airport charges or boarding and disembarkation charges at ports and airports;
- c) exchange rates relevant to the Event.

The Organizer shall notify the Participant in writing or by e-mail, in a clear and comprehensible manner, of the change in Price, and provide supporting information to show how the Price increase was calculated.

24. The Participant has the right to reduce the Price of the Event corresponding to the reduction in

the costs referred to above, which occurred after the conclusion of the Agreement but before the start of the Event. In the Event of a Price reduction, the Organizer may however deduct from the refund due to the Participant the actual costs incurred. At the Participant's request, the Organizer shall provide proof of the service costs incurred.

25. The Organizer has the right to slightly change the terms of the Agreement before the start of the Event after prior notice to the Participant in writing or on another durable medium e.g. e-mail.

26. In the Event that the Organizer, before the start of the Event:

a) is forced to change the main characteristics of the Event referred to Article 40 (1) point 1 of the Act, or;

b) is not able to comply with some special requirements on which the parties have given their consent in the Agreement, and referred to Article 42 (4) point 4 of the Act;

c) proposes to increase the Price of the Event, for the reasons set out in Article Article 45 (2) of the Act by an amount exceeding 8% of the total Price of the Event. The Organizer shall immediately notify the Participant in writing or by e-mail. The Organizer may, in this regard offer the Participant a replacement Event, of the same or higher quality – if possible.

27. In regards to the notification referred to in the paragraph above, the Organizer shall inform the Participant of:

a) amendments to the terms of the Agreement, and the possible impact of those changes on the Price of the Event;

b) the possibility for the Participant to inform the Organizer, within a reasonable time, of his decision to accept the proposed amendments to the Agreement or - to withdraw from the Agreement against a refund of all payments made to the Organizer, without deduction of a withdrawal fee - or - accept to participate in a replacement Event;

c) the option to withdraw from the Agreement against the return of all deposits paid and without the obligation to pay a withdrawal fee in the Event of failure to reply by the Participant, within the time limit specified by the Organizer;

d) the availability of replacement Event and its Price, if this option is offered by the Organizer.

28. If amendments to the Agreement or the acceptance of an alternate Event lead to a reduction in the quality or costs of the Event, the Participant is entitled to a corresponding reduction in the Price.

29. The Participant shall inform the Organizer, within the time limit set by the Organizer, that: a) he accepts the proposed amendment to the Agreement, or

b) he withdraws from the Agreement against the refund of all deposits paid and without the obligation to pay the withdrawal fee, or

c) he withdraws from the Agreement and accepts a replacement package.

30. In the event that the Agreement for participation in the Event is terminated in connection with the withdrawal of the Participant or the Organizer under the conditions set out above, the Organizer shall, no later than 14 days after the date of termination of the Agreement, refund the payments made by or on behalf of the Participant. The Participant is in such cases exempt from paying the withdrawal fee.

### **CHANGE IN THE SCOPE OF SERVICES AFTER THE START OF THE EVENT**

31. If any of the travel services constitute the Event is not performed in accordance with the Agreement, the Participant is obliged to notify the Organizer thereof. The notification shall be detailed and circumstantial. The Organizer shall rectify the non-compliance unless this is not possible or involves costs that are disproportionately high in relation to the extent of the non-compliance and the value of the services to which they relate. In case of non-removal of non-compliance, the provisions of the Act apply accordingly. If the Participant does not notify the Organizer of the alleged breach of the Agreement, this will be treated as negligence on his part.

32. The Organizer, who during the Event does not perform the services provided for in the Agreement, while those services constituted a significant part of the Event, is obliged, without charging the Participant additional costs, to perform appropriate replacement services within the framework of the Event. If the quality of the replacement services is lower than the quality of the services specified in the Agreement, the Organizer shall grant the Participant an appropriate reduction in the Price of the Event.

33. If it is not possible for the Organizer or the Participant to offer replacement benefits in accordance with the Agreement, the Participant is entitled to obtain a reduction in the Price or compensation, without termination of the Agreement.

34. In the Event that the non-compliance significantly affects the implementation of the Event, and should the Organizer fail to remedy the shortcomings within a reasonable period of time set by the Participant, the Participant may terminate the Agreement without having to pay any termination fee. In this case, if the Event includes a support vehicle, the Participant may be transported to the nearest city or town along the route of the Event.

### **CHANGE IN THE GUIDE OR ROUTE OF AN EVENT FOR REASONS BEYOND THE CONTROL OF THE ORGANIZER**

35. If during the Event a guide acting on behalf of the Organizer is injured, unable to perform his duty

or is replaced at the Organizer's discretion and there is a second guide present on the Event, the Participant will follow the instructions of the new guide. If there is only one guide on the Event, the Organizer will make every effort to avail a replacement guide as soon as possible. Delays or re-routing due to a significant illness or accident of any Participant or Guide, adverse weather changes, technical problems or any other external factors will be accepted by the Participants, and shall not be considered as breaches in the services included in the Agreement.

36. In the Event of external circumstances, independent of the Organizer, for example, but not limited to: weather anomalies, strikes, wars, civil strife or conflicts, road conditions, occurrence of force majeure events, the Organizer reserves the right to change the route of the Event, accommodation and any other services within the framework of the Event as dictated by the circumstances. At the same time, the Organizer will make every effort not to change the nature of the Event and provide as much as possible, replacement services comparable to those included in the Agreement. In the cases set out in this paragraph, Participants will not be entitled to request a refund of part or all of the Price of the Event.

### **ASSISTANCE TO THE PARTICIPANTS**

37. The Organizer shall immediately provide appropriate assistance to a Participant who is in a difficult situation. This assistance shall consist, in particular, of providing adequate information on health services, local authorities and consular assistance, assistance in the use of means of distance communication, including electronic ones and getting access to available medical infrastructures.

38. The Organizer may claim a payment for the assistance provided, if the difficult situation arises from the intentional fault of the Participant, or as a result of his gross negligence. The amount of the fee may not exceed the actual costs incurred by the Organizer.

### **PARTICIPANT'S RESPONSIBILITIES**

39. During the Event, the Participant is obliged to follow the instructions and guidelines of the Organizer and its representatives acting on his behalf, and observe the places and hours of collection specified by them.

40. The Participant is obliged to have all required documents (e.g. passport, driver's license of the appropriate category and type), tourist visas and to comply with the laws, customs and foreign exchange regulations in force in the countries where the Event takes place.

41. The participant is obliged to comply with local traffic regulations. Penalties, police fines and other administrative fines, as well as damages caused by the Participant to third parties resulting from the failure of the Participant to comply with local traffic regulations, shall be borne by the Participant.

42. The Participant is obliged to pay all local fees, which are not covered by the Agreement (e.g. local taxes, excursions, deposits, telephone charges in the hotel room, use of a minibar, laundry, etc.).

43. The Participant is liable for any damages caused to the Organizer because of his behavior or resulting from his negligence. In particular the Participant is liable for damages to items belonging to the Organizer, other Participants, hotels, etc. The damage caused by the Participant is, inter alia, damage resulting from the Participant's driving errors, the Participant's inability to drive, the Participant's inappropriate behavior, Participant's inappropriate way of handling his vehicle, including competitive behavior and driving under conditions limiting the ability to drive safely and failure to comply with the obligation to wear the appropriate protective clothing while driving.

44. The Organizer may withdraw from the Agreement if the Participant's gross misconduct prevents the Event from being safely continued. This is equal to withdrawing from the Agreement due to the Participant's fault. In this case, the Participant shall not be entitled to a refund or compensation. The Participant's misconduct is, inter alia, alcohol or any other substance abuse impairing his judgment or ability to drive, failure to follow the guide instructions, verbal or physical abuse of the guide, or other Participants and any conduct that poses danger or endangers other Participants. During the Event, Participants are not allowed to consume alcohol, medicines or other drugs (legal or not) that may affect their ability to safely drive during the day. It is allowed to drink alcohol only at the end of the day, after the vehicles have been parked for the night.

45. During the Event, Participants will often visit unknown, exotic places, with new natural conditions, climate, altitude and diet from everyday life. The route of the Event takes Participants through all sorts of roads, with varying degrees of difficulty. The Participant accepts the route of the Event by entering into the Agreement, and confirms that the Organizer is not responsible for any inconvenience endured during the route followed during the Event. If, due to a refusal to accept the road conditions or the perceived risks associated with the route, the Participant decides to cancel his participation in the Event during its duration, he will not be entitled to a refund of the Price or to any compensation from the Organizer.

46. The Organizer may exclude from part or the entire Event, Participants whose overall health is poor. Such exclusion shall not give rise to the Participant's claims against the Organizer. Before the start of the Event, participants should consult with a suitable medical specialist to confirm their general health allows them to participate in the Event, bearing in mind the route and nature of the Event.

47. The motorcycle driving skills will vary between each Participant. Each Participant is obliged to show respect and support to the other Participants, regardless of their driving skills. However, if the Participant's ability to drive his motorcycle along the route of the Event is not sufficient, the Organizer is released from his obligation to perform the Agreement and may terminate it with immediate effect. In this case, the Participant shall not be entitled to any refund in the Price or to any compensation from the Organizer.



48. The Event route provided to the Participant by the Organizer is a general overview of the planned route. Each Participant must be aware of their motorcycle driving skills, and follow the route proposed by the Organizer, under his own responsibility. If any Participant is unable to continue driving safely along the route, it is his responsibility to inform the Organizer thereof without delay in order to find a solution to continue the Event. Each Participant is responsible for taking and leaving his luggage at the support vehicle, when it is available during the Event.

## **INFORMATION OBLIGATIONS OF THE ORGANIZER**

49. Before concluding the Agreement, the Participant receives all necessary information about the Event.

50. The Organizer will inform the Participant by e-mail about the applicable passport regulations in the country / countries where the Event is to take place, as well as provide information on visas, currency exchange and mandatory vaccinations. Each Participant is responsible for complying with those requirements.

51. The Organizer will inform the Participant by e-mail about the documents necessary to participate in the Event and the date of their delivery to the Organizer. Failure to provide documents or to provide them in a timely and complete manner to the Organizer is equal to not attending the Event for reasons attributable to the Participant. The Participant is obliged to inform the Organizer of changes to personal data or circumstances, immediately, but no later than 20 days before the date of the start of the Event. In the absence of such information or providing it within a time limit impeding the completion of the necessary formalities, the Organizer shall not be liable for the consequences resulting therefrom, in particular the inability of the Participant to participate in the Event with the effect as if the Participant renounces his participation to the Event.

52. In some locations a limited number of single rooms may be available. They are allocated according to the order of incoming bookings, in which the Participant expressly requests for a single room. The Participant is not entitled to a refund if single rooms are not available due to failure by a third-party to comply with the Agreement, e.g. in the case of a third-party, hotel or accommodation reservation agency.

## **TRANSFER OF THE AGREEMENT**

53. Each Participant may transfer his participation in the Event to another person who meets the conditions for participation in the Event by notifying the Organizer thereof by e-mail or in writing within a reasonable period of time, at least 7 days before the start of the Event, if at the same time that person assumes all the obligations arising from the Agreement. If the transfer of rights and the

assumption of the obligations involves additional costs for the Organizer, the Organizer shall, when requesting such payment, demonstrate them to the Participant. These costs must be justified and must not exceed the actual costs incurred by the Organizer as a result of the transfer of the Agreement for the new Participant.

54. For the unpaid part of the Price of the Event and the costs incurred by the Organizer as a result of the change of Participant, the Participant and the person assuming his rights shall be jointly and severally liable.

## **INSURANCE GUARANTEE**

55. In the Event that the Organizer becomes insolvent, the Organizer has obtained from an insurance guarantee required by the Act. The insurance guarantee is issued by Signal Iduna Polska TU S.A. (Insurer), has number No. M 521591 and is valid until 6 May 2023 and the guarantee for subsequent periods has number No. M 523796 and is valid from 7 May 2023 until 6 May 2024 (Insurance Guarantee). Any Participant, paying at least an advance payment, may receive on request a copy of the Insurance Guarantee certificate.

56. In the Event that the Organizer becomes insolvent, the Participant's deposits will be refunded. If the Organizer becomes insolvent after the start of the Event and if the Event includes transportation of the Participants, the return of the Participants to their home country shall be ensured.

57. Travelers may contact the Insurer at (+48 22) 50-56-508, fax (+48 22) 50 -56 - 444, e-mail [turystyka@signal-iduna.pl](mailto:turystyka@signal-iduna.pl) or, where applicable make contact with the relevant officials, i.e. Governor of the Mazovian Voivodeship (Marszałkiem Województwa Mazowieckiego), ul. Jagiellońska 26, 03- 719 Warsaw, tel. +48 22 5979501 or + 48 22 5979540, if due to the insolvency of the Organizer there is a refusal to provide services.

## **PARTICIPANT TRAVEL INSURANCE**

58. All Participants of the Events are insured regarding the cost of medical treatment, assistance and the consequences of accidents as part of the basic package "Safe Travel – Travel Standard" by the Insurer (Signal Iduna Polska TU S.A). The Organizer will provide details of the insurance policy before the start of the Event.

59. Each Participant has the right and obligation to familiarize with the General Terms and Conditions of insurance before the Event. Failure by the Participant to conclude a necessary additional insurance agreement (e.g. for sports or chronic diseases) engages the responsibility of the Participant.

## COMPLAINTS

60. If any of the travel services are not performed in accordance with the Agreement, the Participant may make a complaint. In the Event of non-compliance, the Participant is obliged to notify the guide or other representative of the Organizer immediately, taking into account the circumstances of the case and specifying the non-compliance.

61. The Participant's complaint should be made in writing (in Polish or English language) and delivered by e-mail to the address [info@motobirds.com](mailto:info@motobirds.com). All complaints will be replied to within 30 days from the date of receipt by the Organizer. In special cases, the Organizer reserves the right to extend the deadline to 60 days.

62. If a Participant submits a further appeal against the Organizer's response to the complaint, the Organizer is not obliged to provide a further response. In such a situation, the Participant has the right to seek other dispute resolution methods described in the Terms & Conditions.

63. Complaints related to travel insurance can be submitted to the Insurer's Complaints Service Department (Signal Iduna Polska TU S.A.) by post, by using the complaint application form available at the headquarters of the insurer or the Regional Office, or by telephone, or by making use of the form posted on the Insurer's website. The insurer's contact details can be found on their internet page: [www.signal-iduna.pl](http://www.signal-iduna.pl).

## RESPONSIBILITY OF THE ORGANIZER AND ITS LIMITATIONS

64. The Organizer shall be fully responsible for the delivery of the package travel services, whether the services included in the Event are to be provided under its own authority or by other travel providers. Where specific provisions limit the scope or conditions under which compensation is paid by the travel provider which is part of the Event, the same arrangements shall apply to the Organizer. At least one entity is always responsible for the proper performance of all travel services covered by the Agreement.

65. The Participant shall be entitled to a Price reduction for the Event for each period during which the Agreement is non-compliant, unless it has been caused by the Participant's sole act or omission. The Price reduction, compensation or reparation shall be subject to an appropriate reduction if the Participant claims for a compensation referred to in law.

66. The Participant shall not be entitled to compensation or Price reduction for non-compliance with the Agreement in the Event that the Organizer proves that:

- a) the Participant is to blame for the non-compliance; including when the Participant non-compliance is the result of his inability to drive safely on the route of the Event, despite receiving information from the Organizer about the difficulty level of the Event, or

b) the Participant's behavior while driving is inadequate to the route of the Event what endangers himself or other Participants' health or life, or

c) the fault for non-compliance is borne by a third party, not connected with the performance of the travel services covered by the Agreement, and the non-compliance could not have been avoided, or

d) non-compliance was caused by unavoidable or extraordinary circumstances.

67. The Organizer excludes its liability towards Participant, should the Participant resign from the Event during its duration, unless the cancellation occurred in accordance with the Terms & Conditions.

68. The Organizer shall not be liable for the refusal by border/immigration officials to allow the Participant to enter or exit a given country.

69. The Organizer is not responsible for personal belongings taken by the Participants to the Event. It is not recommended that Participants take high-value personal items with them. If the Participant's luggage is transported in the support car, the Organizer shall not be liable for any damage to the luggage or its loss during the Event.

70. The Organizer is not responsible for change in the Event program, made on request and with the consent of the Participants.

71. The Organizer is not responsible for any agreements concluded directly by the Participant with third-parties.

72. The Organizer shall not be liable for non-performance or improper performance of the Agreement when it was caused by the action or omission of the Participant, or if the failure to perform or improper performance of the Agreement was caused by exceptional events or force majeure

73. Guides or drivers of support car vehicles are not entitled to enter into any obligations or commitments on behalf of the Organizer, unless those have been confirmed in writing by the Organizer.

74. Pursuant to Article 4(2) of Regulation (EC) No 14 of Directive (EU) 2015/2302 (Package Travel Directive) and the relevant provisions of the Act, the Organizer limits its liability for non-performance or improper performance of services during the Event to three (3) times the Price of the Event; this does not apply to damage to the person or damage caused intentionally by the Organizer, or as a result of his gross negligence. The provisions of the Montreal Convention on International Air Carriage of 2001, the 2002 Protocol to the 1974 Convention on Maritime Transport, the Athenian Convention on International Rail Transport, as amended in 1999, shall also apply to the limitation of the Organizer's liability. The Organizer's liability may also be limited in the cases specified in international agreements to which the Republic of Poland is a party.

## **CANCELLATION OF THE EVENT AND TERMINATION OF THE AGREEMENT BY THE ORGANIZER**

75. The Organizer may terminate the Agreement and make a full refund to the Participant of all deposits received for the Event, without additional compensation or compensation if:

a) the Event has not reached the expected minimum group size (6 persons), and notifies the Participant of the termination of the arrangements no later than 20 days before the start of the Event if the Event is lasting more than 6 days; 7 days before the start of the Event if the Event is lasting 2-6 days; 48 hours before the start of the Event if the Event is shorter than 2 days;

b) unavoidable and extraordinary circumstances occur and the organizer notifies the Participant of the termination of the Agreement immediately before the start of the Event.

76. The organizer of the Event shall reimburse the payments received for the canceled Event within 14 days from the date of termination.

## **PARTICIPANT RESIGNATION**

77. The Participant may withdraw from the Agreement at any time before the Event begins by paying an appropriate fee to the Organizer. Withdrawal from the Agreement requires a written statement by the Participant. The withdrawal fee depends on the date of receipt of the Participant withdrawal statement by the Organizer.

78. The Participant is obliged to pay to the Organizer a fee to withdraw from the Agreement, as defined in the list below:

a) withdrawal 61 days or more before the start of the Event: free of Charge, the Reservation Fee paid by the Participant is, according to the Participant decision paid back or transferred to other chosen event from the Organizer's offer;

b) withdrawal 60 to 31 days before the start of the Event: 25 % of the Event Price;

c) withdrawal 30 days or less before the start of the Event: 100 % of the Event Price;

d) no-show, whatever the circumstances: 100 % of the Event Price.

To the extent possible, the fee shall be deducted from the Deposit made by the Participant. If the Participant withdraws 60 days or more, before the start of the Event, it is possible to move to another Event of the Organizer without paying any withdrawing fee.

79. The fee for withdrawal during the Event (interruption of participation) is 100% of the Price of the Event.

80. If, in accordance with the Agreement concluded, several Participants are to take part jointly in the Event, withdrawal from any of them entitles the Organizer to recalculate the Price for participating in this Event.

81. Withdrawal from participation in a local (optional) excursion booked by the Participant before the start of the Event is subject to the same rules applicable for withdrawing from an Event. After the start of Event, the fee for non-participation in an optional excursion is 100% of its Price.

82. In exceptional circumstances, for example, if there are serious security concerns at the destination, that may affect the implementation of the Event, Participants may, before the start of the Event, withdraw from the Agreement without incurring the withdrawal fee. In this case, the Participant may only claim payments made for the Event under the Agreement, without compensation or redress in this regard.

## **MOTORCYCLES AT EVENTS**

83. Some of the Organizer's Events are carried out on motorcycles rented to Participants by third parties. Information on the rented motorcycles and their equipment is provided to Participants before the conclusion of the Agreement, together with all other relevant details of the Event. The Organizer will endeavor to provide the Participant with the desired model of the motorcycle, but at its discretion reserves the right to replace it with another comparable model of motorcycle. When renting a motorcycle, the Participant may be obliged to pay a security deposit to the third-party renting the motorcycle. This deposit will be refunded to the Participant when the motorcycle is returned by the Participant in a condition satisfactory to the third-party renting the motorcycles, showing only usual wear & tear. Any disputes regarding deductions to the deposit will be settled between the Participant and the third-party renting the motorcycle. The Organizer is not a party to such discussions. If the rental of a motorcycle is interrupted due to a technical fault of the motorcycle, which the third-party renting the motorcycle could not prevent, the Organizer will make every effort to replace the motorcycle with an equivalent model or deduct the number of days during which the motorcycle could not be used by the Participant, from the Price of the Event. However, the Organizer is not obliged to replace the damaged motorcycle during the Event, regardless of the cause of the damage. The Participant understands and accepts the fact that not all damages and technical defects of a motorcycle can be repaired during the Event. If the technical

fault is caused by the Participant's behavior while driving or using the motorcycle (cases of mechanical abuse for example), the Organizer is not obliged to refund the Price to the Participant or to pay him any compensation or redress.

84. Some of the Organizer's Events are carried out on motorcycles owned by the Participants. Participants who participate in this type of Event are responsible for ensuring that their motorcycle is prepared for the Event, and meets the standards in force in the countries where the Event takes place. Information on the anticipated road conditions during the Event shall be communicated to the Participants by the Organizer before the conclusion of the Agreement together with all other relevant details. The Participant acknowledges that the choice of the type of motorcycle, its equipment, including in particular tires, may impair or limit the Participant's ability to safely drive the motorcycle along the route of the Event. The participant is obliged to compensate the Organizer for any damages and costs incurred, e.g. parking costs, communication costs, repair costs, costs of recovery of the Participant's motorcycle, etc. The Organizer is not obliged to repair the Participant's motorcycle or provide the Participant with a replacement vehicle.

## **PERSONAL DATA PROTECTION**

85. The Organizer is the administrator of the Participants' personal data.

86. Providing personal data is voluntary, but necessary for the proper performance of the Agreement. Failure to provide personal data results in the inability to perform the Agreement.

87. Participants have the right to access, correct, request the removal, transfer and restrict processing of their personal data.

88. Participants have the right to lodge a complaint with a supervisory authority if their personal data is processed in violation of the legal requirements. In Poland, it is the President of the Office for Personal Data Protection.

89. The Organizer processes personal data for the performance of the Agreement, the provision of services under the Agreement and to provide the necessary settlements in connection with the concluded Agreement, as well as for the purpose of exercising its rights in the justified interest of the Organizer.

90. The legal basis for the processing of personal data to the extent necessary for the conclusion and performance of the Agreement is Article 6 (2) of Regulation (EEC) of 27.04.2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC (GDPR). The processing is based in particular on Article 6 (2) of GDPR i.e. the Organizer's legitimate interest in providing the necessary settlements in connection with the Agreement concluded, redress, satisfaction surveys and direct marketing.

91. If the Participant agrees to receive marketing communications also with e-mail address and telephone number, the legal basis will also be Article 10 of the Act of 18.07.2002 on the provision of electronic services and Art. 172 of the Act of 16.07.2004 Telecommunications Law.

92. To the extent that the personal data are processed on the basis of the Participant's separate consent, he has the right to withdraw his consent at any time. However, this will not affect the lawfulness of data processed before its withdrawal.

93. The recipients of the Participant's personal data may include: airlines, coaches lines, ferry lines, hotels, insurance companies, banks, payment operators, agents cooperating with the Organizer, foreign counterparties, entities supporting accounting and legal processes, entities providing IT services, including hosting and state authorities, including tax authorities.

94. Personal data will be processed for the period of performance of the Agreement, for the time necessary for the correct organization the Event subject to the Agreement, and the time necessary to demonstrate the performance of this Agreement, i.e. the length of the limitation period for claims, as well as for the time resulting from applicable tax regulations. Personal data will also be processed for the duration of the Organizer's marketing activities, or until the Participant objects to the further processing of data for marketing purposes, or until the Participant withdraws its consent to receive marketing communications by e-mail address and telephone.

95. The participant has the following rights of objection to the processing of the personal data provided: If the Organizer processes personal data on the basis of a legitimate interest, the Participant may object for reasons related to his specific situation. Such opposition must be justified. If the Organizer processes personal data for direct marketing purposes, the Participant may object without justification.

96. Photos and videos taken by representatives of the Organizer during the trip are the property of the Organizer, in accordance with copyright law. Therefore, the Organizer may use these materials for advertising purposes without paying any fees to any Participant, even if the faces of Participants are recognizable.

97. The Organizer shall be entitled to disclose the Participant's names and contact details to other Participants of the Event and to the Organizer's partners who may use this data for advertising purposes, unless the Participant expressly refuses to disclose them in writing.

## **FINAL PROVISIONS**

98. In unregulated matters, the provisions of the Civil Code and the Act apply *mutatis mutandis*.

99. If individual provisions of the Agreement, including these Terms & Conditions, are or become void in whole or in part, this will not affect the validity of the remaining provisions. A provision which is replaced in whole or in part shall be replaced by a new provision, but as close as possible as regards to maintain the intended effect that was provided by the previous provisions.

100. In case of a discrepancy between the Polish and English language versions of the Terms &



Conditions, the Polish language version will prevail.

101. Any disputes between the parties will be settled amicably. However, should it be impossible to reach an agreement, the appropriate court for a dispute will be the court for the seat of the Organizer.

102. The use of out-of-court complaints and redress methods from the Parties is voluntary. The Organizer's statement of consent or refusal to take part in the proceedings on the out-of-court of consumer disputes shall be submitted by the Organizer in writing or by e-mail when, following a complaint made by the Participant who is a consumer, the dispute has not been resolved. The rules for conducting out-of-court proceedings for the settlement of consumer disputes and the obligations of entrepreneurs with this regard are set out separately in the law (including in particular the Law of 23 September 2016 on out-of-court settlement of consumer disputes, (OJ 2016 item 1823) or in the regulations applied by the relevant consumer dispute resolution entities.