

# **PARTICIPATION TERMS FOR EVENTS ORGANIZED BY THE ENTREPRENEUR ALEKSANDRA TRZASKOWSKA “TYLKO DLA ORLIC” OPERATING UNDER THE TRADEMARK “TYLKO DLA ORLIC” OR “MOTOBIRDS”**

**Effective from March 1, 2024**

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## **GENERAL RULES AND SCOPE OF APPLICATION**

1. These Participation Terms for events organized by the entrepreneur Aleksandra Trzaskowska “Tylko dla Orlic”, located in Warsaw, Na Przelaj 12 B, postal code 03-092, VAT ID, operating under the trade name “Tylko dla Orlic” or “MotoBirds” (**Organizer**) (**Terms**) (**Event**) are issued based on Art. 384 § 1 of the Civil Code and the Act of November 24, 2017, on tourist events and related tourist services (Journal of Laws 2017.2361 of December 18, 2017) (**Act**). The Terms define the rights and obligations of the Organizer and participants of the Events and constitute an integral part of the contract between the Organizer and the Event participant (**Contract**). An Event participant is any person entering into a contract with the Organizer concerning participation in an Event, as well as any other person on whose behalf such a contract is concluded, and any third party who transfers their claims to either of them (**Participant**).

2. The Organizer declares that it is a Tourism Organizer within the meaning of the Act and meets the conditions for conducting business activities in the field of organizing tourist events, including:

a) being registered in the Register of Tourism Organizers and Tourism Intermediaries of the Marshal of the Masovian Voivodeship under number 2037; and

b) making timely contributions from contracts for participation in a tourist event in the due amount to the Tourist Guarantee Fund and commits to continue making contributions on the terms defined by the Act; and

c) having the required by the Act security to ensure the return of payments to the Participant and, if transport is an element of the tourist event, ensuring the Participant's return to the country in case the Organizer becomes insolvent.

3. The combination of tourist services offered by the Organizer for the Event constitutes a tourist event within the meaning of Directive (EU) 2015/2302. Participants are entitled to all EU rights applicable to tourist events.

4. Contact details of the Organizer:

a) Email: [info@motobirds.com](mailto:info@motobirds.com)



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b) Phone: +48 739 299 907

c) Organizer's website: [www.motobirds.com](http://www.motobirds.com) (**Organizer's Website**)

Other contact numbers of the Organizer are provided on the Organizer's website [www.motobirds.com](http://www.motobirds.com)

5. The conditions for participation in the Event are determined each time by the Terms and other documents envisaged for the specific Event. The applicable version of the Terms is the one in force on the date of the reservation of the Event by the Participant. Any differing provisions of the Terms from a date later than the reservation of the Event will not apply, unless the parties decide otherwise in writing. Any detailed, specific provisions contained in the Agreement between the Organizer and the Participant shall have precedence over these Terms. The Participant declares to have familiarized with the content of the documents related to the chosen Event, including the Event program, the Agreement form, the Information Form, and these Terms, which are available on the Organizer's website and accepts them, which is necessary to participate in the Event.

6. The Participant takes part in the Event at his / her own responsibility and risk. The Organizer is not liable for accidents, damages, or other irregularities resulting from the Participant's operation of a vehicle, which the Participant confirms and accepts by registering for the Event. The Participant accepts the risk of operating a mechanical vehicle, especially a motorcycle, which carries the potential risk for injury or even death. Risk is inherent in the nature of the Events.

7. The minimum number of participants required to organize an Event is six. The Organizer will notify the Participant in writing of any cancellation of the Event due to insufficient registrations no later than 30 days before the scheduled start date of the Event.

## **INSURANCE GUARANTEE**

8. The Organizer has entered into an insurance guarantee agreement required by the Act for the case of insolvency with Signal Iduna Polska TU S.A. (**Insurer**) – **Insurance Guarantee No. M 529385** valid until May 6, 2026, for the guarantee sum of 192,006.00 PLN (**Insurance Guarantee**). Each Participant, having paid at least the reservation fee, may receive a copy of the Organizer's insurance guarantee certificate upon request.

9. Based on the Insurance Guarantee, in the event of its insolvency, the Organizer ensures Participants:

a) payment of the amount necessary to cover the costs of continuing the Event or the costs of returning to the country, including specifically the costs of transport and accommodation, also in a justified amount of costs incurred by travelers, if the Organizer or the entity facilitating the purchase of related tourist services, contrary to the obligation, does not provide this continuation or return,

b) refund of payments made for the Event or any service paid for by the entity facilitating the purchase of related tourist services, in case, due to reasons related to the Organizer or the entity facilitating the



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purchase of related tourist services or persons acting on their behalf, the Event or any paid service of the entity facilitating the purchase of related tourist services was not or will not be realized,

c) refund of part of the payments made for the Event corresponding to the part of the Event or for each service paid for by the entity facilitating the purchase of related tourist services corresponding to the part of the service that was not or will not be realized due to reasons related to the Organizer or the entity facilitating the purchase of related tourist services, or persons acting on their behalf.

10. Participants can contact the Insurer at (+48 22) 50-56-508, fax (+48 22) 50 56 444, email [turystyka@signal-iduna.pl](mailto:turystyka@signal-iduna.pl), or, in appropriate cases, with the relevant authority, i.e., the Marshal of the Masovian Voivodeship, ul. Jagiellońska 26, 03-719 Warsaw, phone +48 22 5979501 or + 48 22 5979540, if due to the Organizer's insolvency, there is a refusal to provide services.

## **ORGANIZER'S INFORMATION OBLIGATIONS, EVENT RESERVATION, CONCLUSION OF THE AGREEMENT**

11. A Participant interested in participating in the Event is required to get familiarized before making the reservation with the Event program available on the Organizer's website, as well as the Agreement Form, Terms, and the Standard Information Form, as specified in Article 39 of the Act. These documents are available on the Organizer's Website under the "Documents" section.

12. Before concluding the Agreement, the Organizer provides information as mentioned in Article 40 (1) of the Act. This information is available on the Organizer's Website for each Event it organizes. The Agreement Form along with the Event program presented on the Organizer's website contain all essential information concerning the Event. The Organizer informs about any changes to this information before the conclusion of the Agreement.

13. The price of the Event includes services and benefits listed in the Event program available on the Organizer's Website as included in the Event price (**Event Price**).

14. The Event reservation is made via the Organizer's Website, by filling out an online registration form for the chosen Event. The reservation can concern participation in the Event for one or several persons. The person making the reservation takes responsibility for paying the Event Price for all individuals listed in the registration form. The person making the reservation is also responsible for informing the registered individuals about all the details concerning the Event. The person making the reservation must be at least 18 years old.

15. The reservation of the Event is considered as an acceptance of the offer, and the Event program, along with the Agreement Form, Information Form, and Terms available on the Organizer's Website, as the offer. The person making the Event reservation confirms on his / her behalf and on behalf of each registered Participants:

a) the conditions of the offer contained in these documents;



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b) possession by all registered Participants of the appropriate category of driver's license, which is valid for the duration of the Event; and

c) possession by all registered Participants of the required driving skills to safely complete the Event route.

16. The condition for making a reservation is the payment of a reservation fee amounting to 25% of the Event Price (**Reservation Fee**). An exception where the reservation fee amounts to 100% of the Event Price applies to submitting the reservation form less than 35 days before the start date of the Event.

17. The Reservation Fee is paid in the manner chosen in the reservation form, but no later than within 5 business days from the moment of submitting the reservation form. Failure to make the payment of the Reservation Fee within the specified period of 5 business days results in the cancellation of the reservation, unless the parties decide otherwise. Information about the Organizer's bank accounts in PLN, USD, and EUR is available on the Organizer's website.

18. After making the reservation, the person making the reservation receives to the email address specified in the reservation:

a) immediately after submitting the reservation form, a first response message confirming the Organizer's acceptance of the reservation and its details, including the payment method chosen by the person making the reservation (**First Response Message**);

b) within 7 business days from submitting the reservation form, a second response message with the Agreement signed by the Organizer in PDF format and links to the Agreement's attachments, available on the Organizer's website, which the person making the reservation had read and accepted before submitting the reservation form. The person making the reservation does not need to sign the Agreement (**Second Response Message**).

19. The Agreement comes into effect when the following conditions are met:

a) the person making the reservation submits the reservation form online through the Organizer's Website; and

b) the person making the reservation receives the First Response Message; and

c) the person making the reservation receives the Second Response Message; and

d) the payment of the Reservation Fee is made in the manner chosen in the reservation form (the date of payment is the day the funds are credited to the Organizer's account).

The Agreement is concluded at a distance, outside the business premises in the sense of the Act of May 30, 2014, on consumer rights (Journal of Laws 2014, item 827), and the person making the reservation accepts that they will receive a copy of the Agreement exclusively in electronic form.



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20. The payment of the remaining part of the Event Price by the person making the reservation is made, without additional demands from the Organizer, in the manner chosen in the reservation form, no later than 35 days before the start date of the Event. The due date for the payment of the Event Price is indicated in the Agreement. Failure to make the payment of the Event Price within this period is considered as withdrawal from the Agreement, which may result in the person making the reservation being charged a fee for withdrawing from the Agreement according to the provisions of these Terms.

21. The person concluding the Agreement consents to the free use of the image of the registered Participants for the purposes of the Organizer's marketing, promotional, and other necessary activities, protecting the Organizer's interests. In case of non-consent, the person concluding the Agreement is obliged to notify the Organizer of this in the reservation form.

22. By concluding the Agreement, the person making the reservation consents to the processing, updating, and sharing of personal data of the registered Participants, necessary for the realization of the Event.

23. Concluding the Agreement on behalf of a minor requires the consent of parents or legal guardians, with signatures notarized (if the minor is traveling without a legal guardian).

24. If bank, administrative, or exchange rate fees occur when making the payment for the Event, they are covered by the person making the reservation.

## **CHANGES TO THE AGREEMENT TERMS BEFORE THE START OF THE EVENT**

25. No later than 20 days before the start date of the Event, the Organizer may increase the price of the Event if it directly results from changes in:

- a) the cost of passenger transport arising from changes in the cost of fuel or other power sources;
- b) the level of taxes or fees for tourist services covered by the Agreement, imposed by entities not directly involved in the execution of the Event, including tourist taxes, airport fees, or fees for embarking and disembarking at ports and airports;
- c) exchange rates relevant to the Event.

The Organizer will notify the Participant in writing and via the email provided in the reservation form, in a clear and understandable manner, about the price change, justify the increase, and indicate the method of its calculation.

The Participant has the right to a reduction in the price of the Event corresponding to the reduction in costs mentioned above, which occurred after the conclusion of the Agreement and before the start of the Event. In the case of a price reduction, the Organizer may deduct from the refund due to the Participant the actual handling costs. Upon the Participant's request, the Organizer provides proof of the incurred handling costs.



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26. The Organizer has the right to make minor changes to the Agreement terms before the start of the Event after informing the Participant in writing or on another durable medium, e.g., email.

27. In the situation where the Organizer before the start of the Event:

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

b) cannot fulfill the special requirements agreed upon in the Agreement, as referred to in Article 42 (4) point 4 of the Act, or

c) proposes to increase the price of the Event for reasons specified in Article 45 (2) of the Act exceeding 8% of the total Event Price,

the Organizer will immediately notify the Participant thereof in writing and via email provided in the reservation form. In this case, the Organizer may offer the Participant an alternative event, if possible, of the same or higher quality.

28. In the notification referred to in the paragraph above, the Organizer will inform the Participant about:

a) changes to the Agreement terms and the possible impact of these changes on the price;

b) a reasonable period in which the Participant must inform the Organizer of his / her decision, i.e., whether the Participant accepts the proposed change to the Agreement or withdraws from the Agreement with a refund of all payments made without the obligation to pay a withdrawal fee, or withdraws from the Agreement and accepts an alternative event;

c) withdrawal from the Agreement with a refund of all payments made and without the obligation to pay a withdrawal fee in case of no response from the Participant within the period specified by the Organizer;

d) the alternative event and its price, if offered by the Organizer.

29. If the changes to the Agreement or the alternative event lead to a reduction in the quality or costs of the Event, the Participant is entitled to an appropriate reduction in the Event Price.

30. Within the period specified by the Organizer, the Participant will inform the Organizer whether:

a) the Participant accepts the proposed change to the Agreement, or

b) the Participant withdraws from the Agreement with a refund of all payments made and without the obligation to pay a withdrawal fee, or

c) the Participant withdraws from the Agreement and accepts an alternative tourist event.

31. In the case where the Agreement is terminated in connection with the Participant's or Organizer's withdrawal under the conditions specified above, the Organizer will refund the payments made by the



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Participant or on its behalf no later than 14 days from the date of termination of the Agreement. In such cases, the Participant is exempt from paying a withdrawal fee.

## **WITHDRAWAL FROM THE AGREEMENT**

32. The person making the reservation for the Event may withdraw from the Agreement at any time before its commencement. In the case of withdrawal from the Agreement (cancellation of the Event reservation), the person making the reservation incurs a withdrawal fee (**Withdrawal Fee**). The amount of this fee corresponds to the Event Price reduced by the saved costs or revenues from the alternative use of the services covered by the Event. The Withdrawal Fee is deducted from the payments made by the person making the reservation. If the payments made are lower than the Withdrawal Fee, the Organizer may request the payment of the difference within 14 days from the date of sending this request to the email address provided during the reservation. The settlement of the Withdrawal Fee (refund of the whole or part of the payments after deductions or request for additional payment) takes place no later than 14 working days from the end of the Event to which the withdrawal relates. Upon the Participant's request, the Organizer justifies the amount of the Withdrawal Fee.

33. A consumer who has concluded an Agreement outside the business premises as defined in Article 2 point 2 of the Act of May 30, 2014, on consumer rights, may withdraw from it within 14 days from the date of its conclusion without giving any reason and without incurring costs, unless oral negotiations based on a prior order made by the consumer led to the conclusion of the Agreement.

## **TRANSFER OF RIGHTS FROM THE AGREEMENT**

34. The Participant may transfer its participation in the Event to another person who meets the conditions for participation in the Event, notifying the Organizer via email or in writing in a reasonable period, at least 14 days before the start of the Event, provided that the new person takes over all obligations arising from the Agreement. If the transfer of rights and assumption of obligations incurs additional costs for the Organizer, demanding such payment, the Organizer is obliged to demonstrate these costs to the Participant. These costs must be reasonable and cannot exceed the actual costs incurred by the Organizer as a result of the transfer of the Agreement for participation in the Event.

35. In case of changes made by the person making the Reservation in the Event reservation, the Organizer charges a handling fee of 50 EUR for each person listed in the registration form affected by the change. Such a change can be made no later than 14 days before the start date of the Event. From 14 days before the start of the event, any changes reported will be treated by the Organizer as a withdrawal from the Agreement, resulting in the charge of the Withdrawal Fee.

36. The Participant and the person taking over their rights are jointly and severally liable for the unpaid part of the Price Event and the costs incurred by the Organizer as a result of changing the Participant in the Event.



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

37. The Organizer may terminate the Agreement and make a full refund of payments made for the Event, without additional compensation or damages, if:

a) The number of people who have signed up for the Event is less than the minimum number of participants stated in these Terms and the Agreement (i.e., min. 6 people), and the Organizer notifies the Participant, but no later than:

- 20 days before the start of an Event lasting more than 6 days,
- 7 days before the start of an event lasting 2-6 days,
- 48 hours before the start of a tourist event lasting less than 2 days,

b) The Organizer cannot fulfill the Agreement due to unavoidable and extraordinary circumstances and notifies the Participant of the termination of the Agreement immediately, before the start of the Event in accordance with Article 47 (5) point 2 of the Act.

In the above cases, the Organizer makes a refund of the payments, within 14 days from the day of termination of the Agreement.

## **TIME AND PLACE OF THE EVENT**

38. The start and end date of the Event is the date specified in the Event program on the Organizer's website and in the Agreement.

39. The place of the start and end of the Event is the location specified in the Event program on the Organizer's website and in the Agreement.

40. The Organizer does not provide Participants with transportation to and from the place of the start and end of the Event. If the Participant does not show up at the designated time and place of the start of the Event for reasons not attributable to the Organizer, the Organizer is not obliged to wait for the Participant.

41. On the day of the start of the Event, the Organizer provides the Participant with a transfer from the airport specified as the place of arrival for the Event to the first hotel provided by the Organizer. On the day of the end of the Event, the Organizer provides the Participant with a transfer from the last hotel provided by the Organizer to the airport specified as the place of departure. The condition for providing the transfer is notifying the Organizer via email at least 14 days before the start date of the Event about the Participant's flight times and receiving a return message from the Organizer confirming receipt of such information.



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## **INSURANCE PROVIDED BY THE ORGANIZER FOR THE DURATION OF THE EVENT**

42. For the duration of the Event, the Organizer provides Participants with the travel insurance specified in this section. The insurance contract is concluded with Signal Iduna Insurance Company Joint Stock covering medical treatment costs up to 60,000 EUR worldwide and the consequences of accidents up to 15,000 PLN (Safe Travel "World Super" variant).

43. The Participant is obliged to get familiar with the relevant General Insurance Conditions "Safe Travel," which are available on the Organizer's Website. Making a reservation for the Event is equivalent to confirming acknowledgement of the relevant General Insurance Conditions "Safe Travel."

44. The Organizer does not provide insurance beyond the duration of the Event, in particular, the Organizer does not provide insurance for the duration of the journey to the place of the start of the Event and the return from the place of the end of the Event.

45. The Organizer does not provide insurance coverage for the withdrawal from the Event, nor for the loss or damage of luggage. The Organizer recommends that Participants ensure additional insurance coverage in these areas. The Participant may extend the insurance coverage independently or using the Organizer's partner programs, about which they will be informed after making a reservation for the Event.

## **OBLIGATIONS AND LIABILITY OF THE ORGANIZER**

46. The Organizer informs Participants about the regulations applicable in the country/countries where the Event is going to take place:

- a) passport regulations;
- b) visa requirements;
- c) currency exchange rules; and
- d) mandatory vaccinations.

Each Participant is responsible for complying with the legal regulations in force at the place where the Event takes place.

47. The Organizer informs Participants about the documents necessary for participation in the Event and the deadline for their delivery to the Organizer. Failure to deliver the documents or their untimely delivery is equivalent to withdrawal from participation in the Event for reasons attributable to the Participant.

48. The Participant is obliged to inform the Organizer about changes in personal data, immediately, no later than 14 days before the start date of the Event. In the absence of such information or its provision



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in a timeframe that makes it impossible to complete the necessary formalities, the Organizer is not responsible for the consequences arising therefrom, in particular, the inability of the Participant to participate in the Event resulting in withdrawal for reasons attributable to the Participant.

49. The Organizer is fully responsible for the execution of tourist services covered by the Event, regardless of whether these services are to be performed by the Organizer or other service providers. If specific regulations limit the scope or conditions under which compensation or redress is paid by a tourist service provider that is part of the Event, the same limitations apply to the Organizer. At least one entrepreneur is always responsible for the proper execution of all tourist services covered by the Event.

50. The Organizer is not liable for:

a) the impossibility of organizing the Event, shortening the Event, or its improper organization due to *force majeure* or other circumstances for which the Organizer is not responsible;

b) the inability of the Participant to participate in the Event for reasons attributable to third parties / entities for which the Organizer is not responsible, in particular, this applies to delayed or canceled transport to the place of the start of the Event;

c) the inability of the Participant to participate in the Event for reasons attributable to the Participant, including, among others, damage to the vehicle due to the Participant's fault, the Participant's health condition, inadequate preparation of the Participant for the Event, insufficient skills of the Participant to complete the Event route, a negative decision by border/immigration officials to allow the Participant to enter the country in which the Event takes place;

d) the consequences of the Participant violating the terms of the Agreement or Conditions, including, among others, the manner of driving / riding by the Participant endangering the health or life of the driver or Participants;

e) changes to the Event route for reasons specified in the Conditions, including at the request and with the consent of the Participants of the Event;

f) damages suffered by the Participant due to non-compliance, if the fault for the non-compliance is borne by the Participant or a third party not related to the performance of tourist services covered by the Agreement, and the non-compliance could not have been foreseen or avoided, or non-compliance was caused by unavoidable and extraordinary circumstances.

g) benefits lost by the Participant.

h) contracts concluded by the Participant with third parties.

51. If any of the tourist services within the Event is not performed in accordance with the Agreement, the Organizer removes the non-compliance unless it is impossible or involves costs that are disproportionately high in relation to the scope of the non-compliance and the value of the tourist services they concern. If the non-compliance is not removed, the provisions of Article 50 of the Act apply



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accordingly. The Participant notifies the Organizer immediately, if possible during the Event, of the non-compliance. Failure to notify by the Participant will be considered negligence.

52. If the Organizer does not remove the non-compliance within a reasonable period set by the Participant, the Participant may do so him/herself and request a refund of the necessary expenses incurred. The Participant is not obliged to set a deadline if the Organizer refuses to remove the non-compliance or when circumstances indicate that the non-compliance should be removed immediately.

53. The Organizer, who does not perform the services envisaged in the Agreement constituting an essential part of the Event during its duration, is obliged, without charging the Participant additional costs, to perform appropriate substitute services as part of the Event, also in the case when the return of the Participant to the place of the start of the Event agreed upon in the Agreement was not provided. If the quality of substitute services is lower than the quality of services specified in the Event program, the Organizer grants the Participant an appropriate reduction in the Event Price.

54. The Participant may reject the proposed substitute services only if they are not comparable to what was included in the Event program and the Agreement or if the granted reduction in the Event Price is inadequate. If it is not possible to propose substitute services or the Participant rejects them in accordance with this paragraph, then the Participant is entitled to a reduction in the Event Price, compensation, or redress, without terminating the Agreement.

55. If the non-compliance significantly affects the execution of the Event and the Organizer fails to remove this non-compliance within a reasonable period set by the Participant, the Participant has the right to terminate the Agreement without a Withdrawal Fee.

56. The Participant is entitled to a reduction in the Event Price for each period during which non-compliance with the Agreement was detected, unless it was caused exclusively by the actions or omissions of the Participant. The reduction in price, compensation, or redress is subject to appropriate reduction if the Participant has previously benefited from a price reduction or compensation.

57. The Organizer excludes liability in relation to Participants who withdraw from the Event during its duration, unless the withdrawal occurred in cases specified in the Act.

58. The Organizer limits liability for non-performance or improper performance of services covered by the Event to three times the Event Price, except for personal injury or damage caused intentionally by the Organizer or as a result of gross negligence. The Organizer's liability for non-performance or improper performance of services covered by the Event is limited to the rates specified in the Frankfurt Table.

## **OBLIGATIONS AND LIABILITY OF THE PARTICIPANT**

59. Before the start of the Event, the Participant is obliged to notify the Organizer about any diseases and health limitations that may worsen their health condition during the Event. If the Participant fails to



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provide such information, the Organizer reserves the right to deny the Participant's participation in the Event and/or to terminate the service provision under the Agreement if it is deemed to endanger the life or health of the Participant, or the execution of Agreements concluded with other Participants of the Event. All costs arising from this situation are borne by the Participant.

60. During the Event, the Participant is obliged to:

a) Have the appropriate travel documents, including a valid passport, tourist visa, medical certificate, and to comply with customs and exchange regulations applicable in the countries where the Event takes place. If the Participant participates in the Event as a driver / motorbike rider, they must also have a valid driving license of the category appropriate for the vehicle they are driving. If an International Driving Permit is required in the visited country, the Participant is obliged to possess such a document.

b) Participate in the Event in a manner consistent with the law, including traffic regulations and commonly accepted customs in the country. Fines, tickets, and other types of administrative penalties, as well as damages caused by the Participant to third parties resulting from the Participant's non-compliance with local traffic regulations, are borne by the Participant.

c) Comply with the rules set out in the Agreement and Conditions.

d) Follow the instructions and orders of the Organizer and the representatives acting on his behalf.

e) Observe the meeting places and times.

f) Acknowledge the Event program, including the difficulty level of the route in the context of their own driving skills.

g) Upon the request of the Organizer or the Event Leader, in justified cases, undergo a breathalyzer sobriety test.

h) Use protective clothing appropriate for the type of used vehicle and type of route. In the case of a motorcycle, this includes, among others, an appropriate certified helmet, suit, protectors, motorcycle boots protecting the ankle, motorcycle gloves. The Organizer has the right to demand the Participant to adjust their equipment to safety rules.

61. The Organizer has the right to exclude a Participant from participation in the Event if the Participant does not comply with the provisions specified in the Conditions, especially:

a) if the Participant is found to be under the influence of alcohol or intoxicated during the time scheduled for driving / riding;

b) if the Participant lacks the skills to participate in the Event;

c) if the Participant does not have the appropriate protective clothing or equipment to participate in the Event;



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d) if the Participant behaves dangerously, threatening the life or health of other Event Participants or other road users;

e) if the Participant's health condition does not allow for participation or continuation of participation in the Event.

62. In the case of a Participant's exclusion from the Event according to these Conditions, the Organizer will not refund the paid Event Price and transportation costs of the Participant. Depending on the circumstances, especially the need to ensure the safety of the excluded Participant and other Participants - may refuse to transport the excluded Participant, its belongings, and the equipment used by him / her to the next point of the Event, the place of start or end of the Event, while providing the excluded Participant with appropriate assistance. The Organizer may charge a fee for providing such assistance if the Participant's exclusion occurred due to the Participant's exclusive intentional fault or as a result of gross negligence. The amount of the fee cannot exceed the actual costs incurred by the Organizer.

63. The Organizer recommends that for the duration of the Event, the Participant should carry a first aid kit, a mobile phone with an emergency contact number to a contact person in Poland, and the emergency number of the Embassy of the country where the Event takes place.

64. The level of driving skills of Participants taking part in the Event may vary. Each Participant is obliged to show due respect to others.

65. The Participant bears responsibility for any damages caused to the Organizer intentionally or as a result of its negligence, including damages resulting from the Participant's driving errors, lack of ability to drive, improper behavior while driving, competition, and driving under conditions that limit the ability to drive / ride safely, non-compliance with the obligation to wear appropriate protective clothing while driving / riding.

66. The Organizer may withdraw from the Agreement if the Participant's negligent behavior makes it impossible to safely continue the Event. This is equivalent to withdrawal from the contract due to the Participant's fault. In this situation, the Participant is not entitled to a refund or compensation. Negligent behavior by the Participant includes, for example, excessive consumption of alcohol or other substances, non-compliance with the Event's Leader or Guide's instructions, verbal or physical abuse of other Participants, any behavior creating danger or threatening Participants of the Event.

## EVENT ROUTE

67. The program, provisional route, and attractions of the Event are indicated on the Organizer's website and in the Agreement.

68. The Organizer reserves the right to change the Event route without giving reasons, due to, among others, force majeure, weather conditions, social or political conditions, and the condition of Participants.



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69. For the duration of the Event, the Organizer provides an Event leader (**Event Leader**) and a route guide (**Guide**). The Event Leader provides Participants with assistance in organizational matters related to participation in the Event and safety of Participants, and is authorized to make decisions on behalf of the Organizer. During the Event, the Event Leader moves by motorcycle or support vehicle. The Guide leads the group on the road and is responsible for the exact route during the Event. The Tour Leader may at the same time also perform the functions of the Guide. In such a case, only the Tour Leader is provided for the Event.

70. Participants must follow the instructions of the Tour Leader. If a Participant does not comply with the Tour Leader's instructions, including not showing up at the designated time for reasons not attributable to the Organizer, the Tour Leader is not obliged to wait for the Participant. The Participant may leave the group and change the designated route only with the permission of the Tour Leader, which the Tour Leader may refuse under justified circumstances.

71. The Participant is obliged to inform the Tour Leader about any problems that occur during the Event, especially difficulties related to completing the designated route.

72. During the Event, the Organizer provides access to a support vehicle that transports Participants' luggage and can be used to ensure the safety of Participants. The Participant's luggage must be packed in one, soft bag, weighing up to 20 kg. The Tour Leader may refuse to transport luggage that does not meet such conditions.

73. The Participant's luggage handed over for transport must be marked with a tag provided on the first day of the Event. The Participant is responsible for securing items transported in the luggage against damage. Packing and unpacking luggage to/from the support vehicle is done by the Participant at the time specified during the daily briefing conducted by the Guardian during the Event (**Briefing**). If the Participant does not show up at the designated time for reasons not attributable to the Organizer, the Tour Leader is not obliged to wait for the Participant or deliver the luggage to the specified place.

74. The Organizer is not responsible for the loss or damage of luggage - if it proves that it exercised due care during the transport of luggage during the Event.

75. The departure and arrival times of the support vehicle to/from hotels will be communicated to Participants during the Briefing for the next day. These times may change due to reasons not attributable to the Organizer.

76. Participants may use the support vehicle under the terms specified in the Conditions. Each Participant is obliged to have with herself / himself the appropriate items needed for the journey of a given section of the Event route. The support vehicle will not be available to Participants at all times. When crossing borders between countries, Participants are responsible for their luggage and personally present it for customs inspection.

## AIR TICKETS



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77. A flight ticket purchased by the Participant is not a component part of the Event. The Organizer recommends that Participants refrain from making reservations for flight tickets to and from the place of start and end of the Event until the final confirmation of the number of Event Participants.

78. The Organizer is not responsible for changes in the flight schedules of the carrier. The Organizer recommends that the Participant purchases flight insurance.

## **ACCOMMODATION AND MEALS DURING THE EVENT**

79. Information regarding the location, type, and category of accommodation facilities for the duration of the Event is available on the Organizer's website. A detailed list of accommodation facilities for the duration of the Event will be provided to Participants before the start of the Event.

80. As part of the Event, the Organizer provides Participants with accommodation in double or triple rooms. Upon the Participant's request, subject to availability and for an additional charge, it is possible to arrange a single room. The Organizer will inform the interested Participant about the price and the number of possible overnight stays in a single room. After the Participant's acceptance, this amount will be added to the Event Price and will be settled by the Participant when making the final payment for the Event or, if such payment has already been made, as a separate payment. The Event Price indicated on the Organizer's website does not include a surcharge for a single room.

81. The Organizer does not provide Participants with meals during the event beyond those specified in the Event program available on the Organizer's website.

82. Meals available during the Event are based on local cuisine and are prepared by local entities. Therefore, it is not always possible to provide Participants with meals following a special diet, e.g., vegetarian, gluten-free. At the Participant's request, the Organizer will make efforts to provide such meals but does not guarantee it, which the Participant acknowledges.

## **VEHICLES USED BY PARTICIPANTS DURING THE EVENT**

83. Information regarding vehicles, i.e., motorcycles and/or cars, that Participants will use during the Event is available on the Organizer's website. These vehicles are not owned by the Organizer. The Organizer provides them for Participants' use during the Event through third parties. Each Participant uses the vehicle entrusted to him/her for the duration of the Event based on a separate rental agreement concluded between the Participant (as the lessee) and the third party (as the lessor). The rental agreement specifies the Participant's responsibility for the provided vehicle.

84. No later than on the day of the start of the Event, the Organizer will provide Participants with a draft of a rental agreement for the vehicle. The draft will be provided at least in English.

85. Along with the vehicle, the Participant will be provided with the appropriate vehicle documents necessary for moving in public traffic, and if necessary, also for crossing the borders of the countries indicated in the Event program.



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86. The hand over and return of vehicles to Participants are carried out according to the conditions specified in the rental agreement, at the time and place specified in the Event program.

87. When renting a vehicle, the Participant may be required to make a deposit or, according to the Participant's choice, pay insurance to the third party renting the vehicle. The amount of the deposit and the possibility of using insurance are indicated in the Event program on the Organizer's website. In the case of a deposit, it will be returned to the Participant when the vehicle is returned in an unchanged condition, considering normal wear and tear. Any disputes regarding the deduction of the deposit or related to insurance will be resolved between the Participant and the third party renting the vehicle. The Organizer is not a party to such disputes.

88. If the vehicle rental is interrupted due to a technical fault that the third party renting the vehicle could not prevent, the Organizer will make every effort to replace the vehicle with an equivalent model or deduct the number of days in which the vehicle could not be used by the Participant from the Event Price. However, the Organizer is not obliged to replace the damaged vehicle during the Event regardless of the cause of the damage. The Participant accepts and acknowledges that not all damages and technical faults of the vehicle can be repaired during the Event. If the technical fault is caused by the Participant's behaviour while driving / riding or improper use, the Organizer is not obliged to refund the Event Price to the Participant or to pay any compensation or redress for this reason.

## **PARTICIPANTS' VEHICLES**

89. For some of the Organizer's Events, Participants use or may use their own vehicles. In such cases, the Organizer may offer to organize the transport of the Participant's vehicle to the place of start of the Event and from the place of finish of the Event. The transport organization service is carried out based on a separate agreement between the Organizer and the Participant.

90. Participant is responsible for ensuring that its vehicle is properly prepared for the Event and complies with the standards applicable in the countries where the Event takes place. Before the start of the Event, the Organizer recommends performing an appropriate service inspection of the vehicle. For the duration of the Event, the Participant's vehicle must be equipped with an appropriate repair kit and necessary spare parts.

91. The Participant acknowledges that the choice of vehicle type, its equipment, especially tires, may affect the Participant's ability to navigate the Event route.

92. The Organizer reserves the right to deny participation in the Event to a vehicle that does not meet the technical requirements to complete the route specified in the Event programme.

93. During the Event, the Organizer is not obliged to repair the Participant's vehicle or provide the Participant with a replacement vehicle.



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## **CHANGE OF EVENT LEADER / GUIDE OR EVENT ROUTE DUE TO CIRCUMSTANCES BEYOND THE ORGANIZER'S CONTROL**

94. If the Event Leader acting on behalf of the Organizer has an accident during the Event or needs to be replaced at the Organizer's discretion, and there is another event leader present at the Event, he takes over the conduct of the Event. If there is only one Event Leader on behalf of the Organizer present at the Event, the Organizer will make every effort to replace him as soon as possible. Delays or changes to the Event route caused by the Event Leader's accident, significant illness of any of the Participants or the Event Leader, adverse weather changes, technical problems, or other external factors will be accepted by the Participants. The same rules apply to the Guide.

95. In the event of external circumstances beyond the Organizer's control, such as, but not limited to, weather anomalies, strikes, wars, civil wars, exceptional road conditions, occurrence of force majeure, the Organizer reserves the right to change the Event route, accommodation, and other services within the Event. At the same time, the Organizer will make every effort not to change the nature of the Event and to provide services as similar as possible. In the cases specified in this paragraph, Participants will not be entitled to demand a refund of part or the entire Event Price.

## **DIFFICULT SITUATION OF THE PARTICIPANT**

96. The Organizer will immediately provide appropriate assistance to a Participant who finds themselves in a difficult situation. This assistance, in particular, involves providing relevant information regarding health services, local authorities, and consular assistance, help in using means of remote communication, including electronic communication, and in using substitute services.

97. The Organizer may charge a fee for providing assistance if the difficult situation arose solely due to the Participant's intentional fault or as a result of gross negligence. The amount of the fee cannot exceed the actual costs incurred by the Organizer.

## **COMPLAINTS AND CLAIMS AVAILABLE TO THE PARTICIPANT**

98. If any of the tourist services covered by the Event is not performed in accordance with the Agreement, the Participant may file a complaint. In the event of non-compliance, the Participant is obliged to notify the Event Leader or another representative of the Organizer immediately, during the Event, taking into account the circumstances of the case, of the detection of non-compliance.

99. The Participant's complaint should be made in writing (in Polish or English) and sent by registered mail to the Organizer's address and by email to [info@motobirds.com](mailto:info@motobirds.com). Complaints will be processed within 30 days from the day they are delivered by registered mail to the Organizer. In special cases, the Organizer reserves the right to extend the period to 60 days, about which the Participant will be informed in writing within 30 days. These deadlines are considered met if information on how the complaint was considered is sent to the Participant by registered mail on the last day of the deadline.



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100. In the case of the Participant's further appeal from the Organizer's response, the Organizer is not obliged to provide another response. In such a case, the Participant has the right to use other methods of dispute resolution described in the Conditions and the Act.

101. Claims mentioned above expires within the period of 3 years.

102. Complaints related to travel insurance can be submitted to the Insurance Company's Complaint Handling Department (Signal Iduna Polska TU S.A.) in writing by post, orally using the complaint form at the insurer's headquarters or Regional Office, by telephone, or using the application posted on the insurer's website. Current contact details of the insurer are available on the website [www.signal-iduna.pl](http://www.signal-iduna.pl).

## **PROTECTION OF PERSONAL DATA**

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

104. Providing personal data is voluntary but necessary for the proper execution of the Agreement. Failure to provide personal data results in the inability to execute the Agreement.

105. Participants have the right to access their personal data, correct them, request their deletion, the right to restrict processing, object to the processing of personal data, and the right to data portability.

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

107. The Organizer processes personal data for the purpose of executing the Agreement, providing services based on the Agreement, and ensuring necessary settlements in connection with the concluded Agreement, as well as for the purpose of realizing the legally justified interest of the Organizer.

108. The legal basis for processing personal data to the extent necessary for concluding and executing the Agreement is Article 6(1)(b) of the Regulation of the European Parliament and of the Council (EU) 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 (GDPR). The basis for processing is, in particular, Article 6(1)(f) of the GDPR, i.e., the legally justified interest of the Organizer consisting of ensuring necessary settlements in connection with the concluded agreement, pursuing claims, examining satisfaction, and direct marketing.

109. If the Participant agrees to receive marketing communications also to its email address and phone number, the legal basis will also be Article 10 of the Act of 18 July 2002 on providing services by electronic means and Article 172 of the Act of 16 July 2004 Telecommunications Law.

110. To the extent that data is processed based on the Participant's separate consent, they have the right to withdraw consent at any time. However, this will not affect the lawfulness of processing based on consent before its withdrawal.



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111. Recipients of the Participant's personal data may be: airlines, bus companies, ferry companies, hotels, insurance companies, banks, payment operators, agents cooperating with the Organizer, foreign contractors, entities supporting accounting and legal processes, and IT service providers, including hosting, as well as state authorities, including tax authorities.

112. Personal data will be processed for the duration of the Agreement, the time necessary for proper settlement of 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 the time resulting from tax regulations. Personal data will also be processed for the duration of the Organizer's marketing activities or until the Participant objects to further processing of data for marketing purposes or until the consent to receive marketing communications also to the email address and phone number is withdrawn.

113. The Participant has the following rights to object to the processing of the provided personal data. If the Organizer processes personal data based on a legally justified interest, the Participant can object for reasons related to their particular situation. Such objection requires justification. If the Organizer processes personal data for direct marketing purposes, the Participant can object in any case. Such objection does not require justification.

114. Photos and videos taken by representatives of the Organizer during the trip are the property of the Organizer according to copyright law. Therefore, the Organizer may use these materials for advertising purposes without incurring costs to any Participant, even if the participants are recognizable.

115. The Organizer is authorized to disclose the names and contact details of the Participant to other Participants of the Event and the Organizer's partners, who may use this data for the purposes of executing the Agreement, unless the Participant expressly refuses to disclose them in writing.

## FINAL PROVISIONS

116. Matters not regulated by these Conditions shall be governed accordingly by the provisions of the Civil Code, the Act, and other regulations concerning consumer protection.

117. If individual provisions of the Agreement, including these Conditions, become or are found to be wholly or partly void, it will not affect the validity of the remaining provisions. A provision that is wholly or partly void will be replaced by a valid provision that is as close as possible in terms of the intended economic effect of the provision.

118. In case of discrepancies between the Polish and English language versions of the Conditions, the Polish language version shall prevail.

119. Any disputes will be settled amicably by the parties, and in the event of failure to reach an agreement, by a court competent due to the Organizer's seat.

120. The use of out-of-court complaint examination and redress mechanisms is voluntary. The Organizer's declaration of consent or refusal to participate in the procedure for out-of-court resolution



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of consumer disputes is made by the Organizer in writing or by email when a dispute has not been resolved following a complaint submitted by the Participant being a consumer. The rules for conducting proceedings for out-of-court resolution of consumer disputes and the obligations of entrepreneurs in this respect are specified separately in legal regulations (including in particular the Act of 23 September 2016 on out-of-court resolution of consumer disputes, Journal of Laws 2016, item 1823) or in the regulations applied by the relevant entities competent in the field of consumer dispute resolution.



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