

**GENERAL CONDITIONS FOR PARTICIPATION IN TOURIST EVENTS ORGANISED BY THE  
JAFI SPORT sp. z o.o. limited partnership**

**I. GENERAL PROVISIONS**

1. JAFI SPORT sp. z o.o. spółka komandytowa (hereinafter: **JAFI SPORT**) ul. Bonifacego 161/8, 02-909 Warszawa, NIP 5213758321, REGON 366022914, KRS 0000651170 is a tour operator within the meaning of the Act of 24 November 2017 on tourist events and related tourist services (Journal of Laws 2017, item 2361).

2. **JAFI SPORT** as a tour operator has an entry in the register of tour operators and entrepreneurs facilitating the purchase of related tourist services kept by the Marshal of the Mazowieckie Voivodeship (entry no.: 1880).

3. Terms used in the Conditions of Participation shall be understood to mean:

- a) terms and **conditions of participation** - terms and conditions of participation in tourist events organised by **JAFI SPORT**;
- b) **Traveller** - anyone who wishes to enter into a travel contract with **JAFI SPORT** or is entitled to travel under a contract concluded within the scope of the Act;
- c) contract - the contract for a tourist event concluded between **JAFI SPORT** and the Traveller;
- d) **parties to the contract** - **JAFI SPORT** and the Traveller;
- e) **event** - a tourist event organised by **JAFI SPORT**;
- f) **contract - application** - Agreement for participation in a tourist event (form prepared by **JAFI SPORT**, on the basis of which the Traveller makes an offer to **JAFI SPORT** to conclude the contract for the event);
- g) Act - Act of 24 November 2017 on tourist events and related tourist services (Journal of Laws 2017, item 2361);
- h) **durable medium** - material or instrument that allows the Traveller or **JAFI SPORT** to store information addressed personally to him/her, in a manner that allows access to the information in the future for an appropriate period of time for the purposes for which the information is used, and that allows the unchanged reproduction of the stored information;
- i) **inconvenience** - non-performance or inadequate performance of the tourist services included in the tourist event
- j) **unavoidable and extraordinary circumstances** - a situation beyond the control of the party claiming such a situation, the consequences of which could not have been avoided even if all reasonable measures had been taken;
- k) Regulations - Regulations for the provision of services by electronic means by JAFI SPORT.

**II. CONCLUSION OF THE CONTRACT AND INFORMATION OBLIGATIONS**

1. The information on the website of **JAFI SPORT** and other information provided to the Traveller before the Traveller submits an offer to conclude an agreement to **JAFI SPORT** shall only constitute an invitation to conclude an agreement within the meaning of Article 71 of the Act of 23 April 1964 Civil Code (consolidated text of the Journal of Laws of 2017, item 459 as amended), unless otherwise expressly stated in their content.

2. The conclusion of a contract is reached through the submission of an offer by the Traveller and its acceptance by **JAFI SPORT**, in the case of the conclusion of a contract by electronic means taking into account the rules set out in the regulations.

3. If the contract is concluded in favour of a third party(ies), the person concluding the contract shall indicate the third

party(ies) at the time of the offer to conclude the contract.

4. Before concluding the contract for an event, **JAFI SPORT** shall provide the Traveller with the standard information referred to in Article 39(1) and (3) of the Act by means of the relevant information form. The receipt of this information shall be acknowledged by the Traveller on the contract - application.
5. **JAFI SPORT** shall provide to the Traveller before the Traveller is bound by any contract for participation in a tourist event or corresponding offer the information referred to in Article 40(1) of the Act. **JAFI SPORT** shall inform the Traveller of any change to this information prior to the conclusion of the contract for participation in the tourist event.
6. Immediately after the conclusion of the contract, **JAFI SPORT** shall make available to the Traveller, on a durable medium, a copy of the contract or confirmation of its conclusion in accordance with the regulations.
7. The traveller shall be entitled to request a copy of the travel contract in paper form if the contract was concluded in the simultaneous physical presence of the parties.
8. Prior to the start of the event, **JAFI SPORT** shall provide the Traveller with the necessary receipts, vouchers and tickets, as well as information on the planned departure time and, where applicable, the check-in date, as well as the planned times of intermediate stops, transport connections and arrivals.
9. A traveller who has concluded an off-premises contract within the meaning of Article 2(2) of the Act of 30 May 2014 on consumer rights (Journal of Laws of 2017, item 683) shall receive a copy or confirmation of the conclusion of the contract for participation in the tourist event in paper form or, if he or she agrees, on another durable medium.

### **III. PRICE**

1. As part of the information referred to in para. II.5, **JAFI SPORT** shall provide the Traveller with information on the price of the event including taxes and, if necessary, any additional fees and other costs, or - if these costs cannot reasonably be expected to be calculated prior to the conclusion of the contract for participation in the tourist event - information on the type of additional costs that may be charged to the Traveller. If the information obligations indicated in the preceding paragraph have not been fulfilled prior to the conclusion of the contract, the Traveller shall not bear these fees or costs.
2. In the event of non-payment within the period specified in the contract - application, **JAFI SPORT** may withdraw from the contract, with the consequences for the Traveller set out in clause. VI.1 of these Conditions of Participation.
3. The event price includes VAT.

### **IV. MODIFICATION OF CONTRACTUAL CONDITIONS, SUBSTITUTE EVENT AND TERMINATION OF CONTRACT**

1. Once the contract has been concluded, price increases are only possible as a direct consequence of the change:
  - 1) passenger transport prices resulting from changes in the cost of fuel or other power sources;
  - 2) the amount of taxes or fees on the tourist services covered by the contract for participation in the tourist event imposed by entities not directly involved in the execution of the tourist event, including tourist taxes, airport taxes or embarkation and disembarkation fees at ports and airports;
  - 3) currency exchange rates relevant to the tourist event in question.
2. The price agreed in the contract may not be increased during the 20 days prior to the start date of the tour.
3. **JAFI SPORT** shall notify the Traveller in a durable medium, in a clear and comprehensible manner, of the price change and shall justify the increase and indicate how it was calculated.

4. If the travel contract provides for the possibility of a price increase, the Traveller shall be entitled to a price reduction corresponding to the cost reduction referred to in point. IV.1, which occurred after the conclusion of the contract and before the beginning of the tourist event.

5. In the event of a price reduction, **JAFI SPORT** may deduct the actual handling costs from the refund due to the traveller. At the traveller's request, **JAFI SPORT** shall provide proof of the service costs incurred.

6. **JAFI SPORT** may unilaterally amend other terms and conditions of the travel contract prior to the commencement of the travel event also if the following conditions are met together:

- 1) the change is negligible;
- 2) inform the Traveller of the change in a clear, comprehensible and prominent way on a durable medium.

7. In situations where **JAFI SPORT** prior to the start of the tourist event:

- 1) is forced to change the main characteristics of the tourist services referred to in Article 40(1)(1) of the Act, or
- 2) cannot comply with special requirements notified to **JAFI SPORT** by the Traveller and agreed to by the parties to the travel contract, or
- 3) proposes a price increase in excess of 8% of the total price of the package in accordance with Article 45(2)

- shall immediately notify the Traveller of this on a durable medium. **JAFI SPORT** may at the same time offer the Traveller a substitute tourist event, if possible of the same or higher quality.

8. In the notification referred to in paragraph IV.7, **JAFI SPORT** shall inform the Traveller in a clear, comprehensible and conspicuous manner of:

- 1) changes to the terms and conditions of the travel contract and the possible impact of these changes on the price;
- 2) reasonable period of time within which the Traveller informs **JAFI SPORT** of its decision as referred to in para. IV.9;
- 3) to withdraw from the contract for participation in the tourist event for a refund of all payments made and without any obligation to pay a cancellation fee if the Traveller does not respond to the above;
- 4) a substitute tourist event and its price, if offered.

9. The traveller, within the time limit set by **JAFI SPORT**, informs him that:

- 1) accept the proposed amendment to the travel contract, or
- 2) withdraw from the travel contract with reimbursement of all payments made and without the payment of a cancellation fee, or
- 3) withdraw from the travel contract and accept a replacement travel contract.

10. If the changes to the travel contract or the substitute travel event referred to in para. IV.9, lead to a reduction in the quality or cost of the tourist event, the Traveller shall be entitled to a corresponding reduction in price.

11. In the event that the contract for participation in the tourist event is terminated in accordance with section IV.8.3 or IV.8.2, **JAFI SPORT** shall, no later than 14 days after the termination of the contract for participation in the tourist event, refund the payments made by or on behalf of the Traveller. The Traveller shall be exempted from paying the cancellation fee for participation in the tourist event. The provisions of Article 50(2) to (8) of the Act shall apply accordingly.

## V. TRANSFER OF RIGHTS AND ASSUMPTION OF OBLIGATIONS OF THE PASSENGER

1. The traveller may, without the consent of **JAFI SPORT**, transfer to a person fulfilling the conditions for participation in the travel event all rights to which he is entitled under the participation agreement, if at the same time this person assumes all obligations arising from this agreement.
2. The transfer of rights and assumption of obligations referred to in para. V.1 shall be effective vis-à-vis **JAFI SPORT** if the Traveller notifies it on a durable medium within a reasonable period of time. A notice given no later than 7 days before the start of the tourist event shall in any case be deemed to have been given within a reasonable period of time.
3. If the transfer of rights and assumption of obligations referred to in para. V.1, will entail additional costs for **JAFI SPORT**, requesting payment of these costs he is obliged to demonstrate them to the Traveller. These costs must be reasonable and must not exceed the actual costs incurred by **JAFI SPORT** as a result of the transfer of the travel contract.
4. For the unpaid part of the price of the tourist event and the costs incurred by **JAFI SPORT** as a result of the change of the Traveller participating in the tourist event, the Traveller and the person taking over his/her rights shall be jointly and severally liable.

## VI. WITHDRAWAL FROM THE CONTRACT

1. The Traveller may withdraw from the travel contract at any time before the start of the travel event. In the event of withdrawal, the Traveller shall be liable to pay the following fee:

- 1) Up to 40 days before the date of departure, a fixed handling fee of PLN 350/person,
- 2) 40-20 days 30% of the tour price,
- 3) 19-15 days 50% of the tour price,
- 4) 14-10 days 70% of the tour price
- 5) 10-7 days 80%
- 6) less than 7 days 90%

This fee shall be deducted from the payment made by the traveller. At the request of the traveller, **JAFI SPORT** shall justify the amount of the cancellation fees.

2. The traveller may withdraw from the travel contract before the start of the travel event without incurring a cancellation fee in the event of unavoidable and extraordinary circumstances occurring at the destination or in its immediate vicinity which have a significant impact on the execution of the travel event or the transport of the travellers to the destination. The traveller may only claim a refund of the payments made for the travel event, without compensation or redress in this respect.

3. **JAFI SPORT** may terminate the contract for participation in the tourist event and make a full refund to the Traveller of the payments made for the tourist event, without additional compensation or redress, if:

- 1) the number of persons enrolled is less than the minimum number of persons stated in the contract for participation in the tourist event, and **JAFI SPORT** has notified the Traveller of the termination of the contract for participation in the tourist event by the date specified in the contract for participation in the tourist event, but no later than on:

- a) 20 days prior to the start of a tour lasting more than 6 days,
  - b) 7 days prior to the start of a tourist event lasting 2-6 days,
  - c) 48 hours before the start of a tour lasting less than 2 days, or

- 2) **JAFI SPORT** cannot fulfil the travel contract due to unavoidable and extraordinary circumstances and has notified the Traveller of the termination of the travel contract immediately prior to the commencement of the travel event.

4. **JAFI SPORT** shall reimburse the fees and payments referred to in points VI.2 and 3 within 14 days of the

termination of the agreement for participation in the tourist event. The provision of Article 47(2) of the Act shall apply accordingly.

5. A consumer who has concluded an off-premises travel contract within the meaning of Article 2(2) of the Act of 30 May 2014 on Consumer Rights may, within 14 days from the date of its conclusion, withdraw from the contract without giving any reason or incurring costs, unless the oral negotiations on the basis of which the contract was concluded were conducted on the basis of a prior order placed by the consumer. The provisions of Article 30, Article 31, Article 32(1) and (2), Article 35, Article 37 and Article 38(1) of the Act of 30 May 2014 on Consumer Rights shall apply accordingly.

## VII. IMPLEMENTATION OF THE TRAVEL CONTRACT AND RESPONSIBILITY **JAFI SPORT**

1. The traveller is entitled to all contractual benefits.
2. **JAFI SPORT** is responsible for the performance of the travel services included in the travel contract, regardless of whether these services are to be performed by **JAFI SPORT** or by other travel suppliers.
3. The traveller shall notify **JAFI SPORT** immediately, if possible during the tourist event, taking into account the circumstances of the case, of the finding of non-compliance.
4. If any of the tourist services are not performed in accordance with the contract for participation in the tourist event, **JAFI SPORT** shall rectify the non-conformity, unless this is impossible or involves costs that are disproportionately high in relation to the extent of the non-conformity and the value of the tourist services concerned. If the non-conformity is not remedied, the provisions of Article 50 of the Act shall apply accordingly.
5. If **JAFI SPORT** does not rectify the non-conformity within a reasonable period set by the Traveller, the Traveller may do so himself and claim reimbursement for the necessary expenses incurred. The Traveller is not obliged to set a time limit if **JAFI SPORT** refuses to rectify the non-conformity or if the circumstances indicate that the non-conformity should be rectified immediately.
6. If **JAFI SPORT** does not perform the services stipulated in the contract for participation in the tourist event and which are an essential part of this event during the duration of the respective tourist event, it is obliged, without charging the Traveller with additional costs, to perform an appropriate substitute service within the framework of this event, even if the return of the Traveller to the place of departure agreed in the contract for participation in the tourist event is not ensured.
7. If the quality of the substitute services is inferior to the quality of the service specified in the programme of the tourist event, **JAFI SPORT** shall grant the traveller an appropriate reduction in the price of the tourist event.
8. The traveller may only reject the proposed substitute service if it is not comparable to what was agreed in the travel contract or if the price reduction granted is inadequate.
9. In the event that the non-conformity materially affects the performance of the tourist event and **JAFI SPORT** fails to remedy the non-conformity within a reasonable period of time set by the Traveller, the Traveller shall have the right to terminate the contract for participation in the tourist event without a termination fee.
10. If the tourist event includes the transport of the Travellers, **JAFI SPORT** shall ensure the return of the Traveller by an equivalent means of transport without delay and without charging the Traveller additional costs. The provisions of Article 50 of the Act shall apply accordingly.
11. If it is not possible to offer substitute services or the Traveller rejects them in accordance with para. VII.8, then the Traveller shall be entitled to a price reduction or compensation or redress without termination of the travel contract.

**12.** In the event that it is not possible to ensure the return of the Traveller in accordance with the travel contract due to unavoidable and extraordinary circumstances, **JAFI SPORT** shall bear the costs of the necessary accommodation of the Traveller, if possible of a category equivalent to that specified in the travel contract, for a period of 3 nights. The limitation on the duration of the provision of necessary accommodation to the Traveller shall not apply in the case of persons with reduced mobility, as defined in Article 2(a) of Regulation (EC) No 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air (OJ.Urz. EU L 204, 26.07.2006, p. 1), and any persons accompanying them, pregnant women and unaccompanied persons under the age of 18, as well as persons requiring special medical care, provided that **JAFI SPORT** has been informed of the situation of these persons at least 48 hours before the start of the tourist event.

**13.** The entitlement referred to in para. VII.14 shall not preclude the application of more favourable provisions in this respect.

**14.** **JAFI SPORT** may not invoke unavoidable and extraordinary circumstances to limit the liability referred to in clause. VII. 12 and 13, if the transport service provider cannot rely on such circumstances under other legislation.

**15.** The traveller shall be entitled to a price reduction for each period during which non-conformity has been established, unless the non-conformity was caused by the sole act or omission of the traveller.

**16.** The traveller shall be entitled to compensation or redress for any damage or harm suffered as a result of the non-compliance. **JAFI SPORT** shall promptly pay the compensation or redress.

**17.** The traveller shall not be entitled to compensation or redress for non-compliance where **JAFI SPORT** proves that:

- 1) the non-compliance is the fault of the traveller;
- 2) the non-conformity is the fault of a third party not connected with the performance of the tourist service covered by the contract for participation in the tourist event and the non-conformity could not have been foreseen or avoided;
- 3) the non-compliance was caused by unavoidable and extraordinary circumstances.

**18.** The claims referred to in para. VII.15 and 16 shall be time-barred after 3 years.

**19.** Where specific provisions limit the extent to which, or the conditions under which, compensation or indemnity is payable by the travel service provider as part of the package, the same limitations shall apply to

**20.** In cases other than those set out in clause VII.19, the Traveller's compensation shall be limited to three times the total price of the travel event, unless it concerns personal injury or damage caused intentionally or negligently.

**21.** The price reduction referred to in para. VII.15, the compensation or indemnity referred to in point VII.16, shall be reduced accordingly if the Traveller benefits from the price reduction or compensation referred to in Regulation (EC) No. 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No. 295/91 (OJ L 46, 17.02.2004, p. 1), Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations (OJ EU L 315, 3.12.2007, p. 14), Regulation (EC) No 392/2009 of the European Parliament and of the Council of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents (OJ EU L 131, 28.05.2009, p. 24), Regulation (EU) No 1177/2010 and Regulation (EU) No 181/2011 or in other regulations.

**22. JAFI SPORT** shall promptly provide appropriate assistance to a Traveller who is in a difficult situation, including in the circumstances referred to in paragraph VII.12. This assistance shall consist in particular in providing:

- 1) relevant information on health services, local authorities and consular assistance;
- 2) Assistance to the traveller in the use of means of distance communication, including electronic means of communication, and in the use of substitute services.

**JAFI SPORT** may demand a fee for the assistance referred to in sentence 1 if the hardship has been caused by the traveller's sole wilful misconduct or gross negligence. The amount of the fee may not exceed the actual costs incurred by **JAFI SPORT**.

**23. JAFI SPORT** shall be liable to the Traveller for his/her booking errors, unless the error is the responsibility of the Traveller or the error is due to unavoidable and extraordinary circumstances.

**24.** The traveller may not waive all or part of his or her rights under the Act.

## **VIII. TRAVEL INSURANCE**

1. Each Traveller - participant in a tourist event is covered by insurance to the extent indicated in the contract and the general conditions of insurance.
2. The participant may insure himself against the costs of cancellation of participation in a tourist event on the terms and conditions specified by AXA Towarzystwo Ubezpieczeń i Asekuracji S.A.. The conclusion of this type of insurance agreement may take place up to 5 days after its conclusion.

## **IX. PASSENGER COMPLAINT**

1. The traveller may submit a written complaint to **JAFI SPORT**, preferably within 30 days of the end of the event.
2. Complaints are dealt with immediately and no later than:
  - 1) in the event of a complaint during the event, within 30 days of the end of the event,
  - 2) in the event of a complaint after the end of the event, within 30 days of its submission.
3. In the event of a refusal to accept a complaint, **JAFI SPORT** shall justify in writing the reasons for the refusal.

## **X. PROTECTION OF PERSONAL DATA**

1. The administrator of the Traveller's personal data is **JAFI SPORT**.
2. The provision of personal data contained in the contract is voluntary, but necessary for the performance of the contract.
3. If the Traveller consents to marketing communications, the Traveller's personal data will be processed for the purpose of those communications and consent to marketing communications may be withdrawn at any time.
4. The data subject has the right to: access to personal data, to amend personal data and to object to processing.
5. The data subject may withdraw his or her consent to the processing of his or her personal data at any time.
6. The Traveller's personal data may be shared:

- 1) to entities cooperating with Jafi Sport for the purpose of performing the contract,
- 2) IT entities and those providing support and management of Jafi Sport's IT infrastructure,
- 3) to courier and postal service providers.

**7. JAFI SPORT** informs you that the personal data will be stored for the entire period of performance of the contract in favour of the applicant, as well as the data will be stored for the period of limitation of possible claims, including tax and civil claims.

**8. JAFI SPORT** informs you of your right to lodge a complaint with the supervisory authority overseeing the processing of your personal data.

## **XI. FINAL PROVISIONS**

1. Provisions of the contract concluded by **JAFI SPORT** with the Traveller or statements of the Traveller less favourable to the Traveller than the provisions of the Act shall be null and void. In place of the provisions of the contract less favourable to the Traveller, the provisions of the Act shall apply.
2. If the content of the contract conflicts with the Terms and Conditions of Participation, the parties are bound by the contract.
3. Matters not covered by these Terms and Conditions shall be governed by generally applicable provisions of Polish law, in particular the Act and the Civil Code.