

**GENERAL TERMS OF PARTICIPATION
IN TOURISTIC EVENTS ORGANIZED BY
TAUBE CENTER FOR THE RENEWAL OF JEWISH LIFE IN POLAND FOUNDATION**

I. GENERAL PROVISIONS

Fundacja Centrum Taubego Odnowy Życia Żydowskiego w Polsce (translation: Taube Center for the Renewal of Jewish Life in Poland Foundation, hereinafter referred to as the "Organizer") is a Polish non-government organization focusing on intercultural research and promoting Jewish heritage in Poland, and conducts the touristic program of the Taube Jewish Heritage Tours, within which in Poland and neighboring countries sharing with Poland a land border (Germany, Czech Republic, Slovak Republic, Ukraine, Belarus, Lithuania, Kaliningrad Oblast of the Russian Federation) touristic events are organized.

The Organizer aims at providing Participants with optimal rest conditions with cultural and educational tourism within the organized touristic events.

These General Terms of Touristic Events of Participation in Touristic Events Organized by Taube Center for the Renewal of Jewish Life in Poland Foundation are hereinafter referred to as the "Terms of Participation."

Terms: "touristic event," hereinafter referred to as the "Tour"; "Contract for participation in a touristic event," hereinafter referred to as the "Contract," "Participant" and "durable carrier" are used in the Terms of Participation with the meaning given in respective provisions: Article 4 Point 2, Point 3, Point 6 and Point 10 of the Polish Act of 24 November 2017 on touristic events and linked touristic services, hereinafter referred to as the "Act."

The Terms of Participation, constituting a template of the Contract issued under Article 384 Paragraph 1 of the Civil Code and the Act, within the scope regulated in these acts, specify rights and obligations of Participants and the Organizer connected with offering, selling and realization of Tours of the Organizer.

The Organizer and a Participant shall provide each other with information, declarations and materials required by the Act or Contract, with confirmation of their receipt and in a manner appropriate to the agreed by Parties type of a durable carrier, subject to provisions of Part XIV. Information or declarations delivered orally shall be saved on a durable carrier. If the Act requires delivering to a Participant information or declaration on a specified carrier, the carrier indicated in the Act shall be used.

**II. INFORMATION BEFORE CONCLUSION OF THE CONTRACT;
RESERVATION OF THE TOUR; CONCLUSION OF THE CONTRACT**

The Contract may be concluded:

(a) directly in the office of the Organizer, at 3/5 Tłomackie Street in Warsaw (00-090), with physical presence of both parties;

(b) by making the declaration of intent by a Participant on conclusion of the Contract in a message sent via electronic mail to the address: tours@taubejewishheritagetours.com, and confirming its conclusion by the Organizer;

(c) directly in a country where a Participant resides, if an authorized employee/associate of the Organizer also resides in such a country;

(d) by making of the application to participate in the Tour offered by the Organizer via electronic media, including the Internet website: www.taubejewishheritagetours.com.

Natural person making a reservation of a Tour in person or as a representative of a legal person must have full capacity for acts in law. Conclusion of the Contract for a minor requires a written consent of his/hers parents or legal guardians, with signatures of parents or legal guardians confirmed by a notary public (if the minor takes part in the Tour without a parent or legal guardian). Conclusion of the Contract on behalf of a legal person requires appropriate authorization in law.

Parents or legal guardians are responsible for losses caused by minors during the Tour. The person making the reservation of the Tour (first natural person listed in a confirmation of the reservation or in travel documents, or a payer, or legal person on behalf of which the Contract is concluded) assumes responsibility for payment for the entire Tour for all natural persons listed in a confirmation of the reservation. Such person is also responsible for delivering to other persons declarations received from the Organizer, and delivering to the Organizer information and declarations connected with the Tour from such persons.

Before conclusion of the Contract the following information shall be delivered to a Participant:

(a) standard information in an appropriate standard information form to contracts for participation in touristic events compliant with the Directive of the European Parliament and of the Council (EU) 2015/2302, hereinafter referred to as the „SIF form”, constituting Appendix 1 or 2 to the Act,

(b) information referred to in Article 40 Section 1 and 3 of the Act, hereinafter referred to as the “Tour Information”. Before conclusion of the Contract the Organizer may change information delivered to the Participant according to Article 40 Section 1 of the Act, informing in a clear, comprehensible and prominent manner on any change of the information.

In case of conclusion of the Contract via electronic mail the Participant confirms, that before making the reservation he/she has received required by the Act information via the SIF form, and before conclusion of the Contract also the Tour Information.

In case of conclusion of the Contract in the office of the Organizer with physical presence of the Parties the delivery of information to a Participant by the SIF form and the Tour Information, as well as confirmation referred to in the preceding sentence, are made on a durable carrier.

The declaration of the Participant on conclusion of the Contract is effective, if its recorded on paper or another durable carrier after receiving the confirmation from the Organizer. The Contract or confirmation of its conclusion includes the Tour Information delivered to the Participant before conclusion of the Contract as well as full content of agreements made between the Parties of the Contract, and data and information specified in Article 42 Section 4 of the Act.

At the moment of conclusion of the Contract or promptly after its conclusion a copy of the Contract or confirmation of its conclusion shall be made available to the Participant on a durable carrier. The Participant is entitled to request a copy of the Contract in a paper form, if its concluded in physical presence of the Parties. In matters relating to the Tour, before the start of the Tour the Participant may contact directly the Organizer, and after the start of the Tour, the tour guide who shall give his telephone number and e-mail address at the moment of arrival or beginning of transfer, or at the moment of accommodating at a hotel.

III. PRICE OF THE TOUR, TERMS OF PAYMENT

All prices of Tours are contractual prices. Price of the Tour is calculated on the basis applicable tariffs, prices, fees and currency exchange rates. Price of the Tour does not include costs of acquiring a passport, visa, preventive vaccinations, additional insurances, and the responsibility for their acquiring rests with the Participant.

If a separate Contract provision does not state otherwise, the prepayment (deposit) for the price of the Tour is 10 (ten) per cent of the price of the Tour. Prepayment shall be made directly to the Organizer or to a bank account indicated by the Organizer within 7 (seven) days from the moment of making a reservation or conclusion of the Contract. Moreover, payment can be made by a credit card or via the payment service PayPal.

If a separate Contract provision does not state otherwise, the full due amount for the Tour, reduced by the made prepayment, shall be made in a manner described above not later than 90 (ninety) days before the day of arrival. In case of a reservation made in a term less than 90 (ninety) days before arrival, full amount for the Tour shall be paid not later than in 5 (five) days from the moment of making of the reservation, in a manner described above. In case of a reservation made in a term less than 30 (thirty) days before arrival, full amount for the Tour shall be made not later than in 2 (two) days from the moment of making of the reservation, in a manner described above. In case of a reservation made in a term 7 (seven) or less days before arrival, full amount for the Tour shall be made promptly after making of the reservation, i.e. on the day of its making.

Bank evidence of payment shall be sent to the Organizer promptly after making of the payment.

If within 3 (three) days from the lapse the above described or separate contractual terms, the above conditions are not met, the Organizer reserves the right to cancel the unpaid reservation. Lack of timely payment is equal to a withdrawal of the Participant from the Contract with effect described in Part X of the Terms of Participation, unless the Parties agree otherwise.

Returns of payments shall be made only to a bank account indicated by the Participant or by a postal order to the address of the Participant indicated at the reservation, under an order made by the person making the reservation. All payments between the Parties shall be made in the Polish currency, i.e. Polish Zloty (PLN). Any estimations provided in currencies other than the Polish Zloty are only of informative and subsidiary character and are not terms of the Contract.

IV. PASSPORT, VISAS, HEALTH REQUIREMENTS

If a Participant is not a citizen or a resident of a country of the Schengen Area, but covered by a visa-free travel, at entering the countries of the European Union he/she is obliged to have a valid passport. Validity period of the passport shall be longer than 6 (six) months from the day of the start of the Tour.

If a Participant is a citizen or a resident of a country not having an agreement on visa-free travelling with countries of the Schengen Area, he/she is obliged to have an appropriate visa. At entering countries outside of the European Union (Belarus, Ukraine, Kaliningrad Oblast of the Russian Federation) it may be necessary to acquire a visa by the Participants, according to relevant provisions of countries the Tour includes. In such a case the Participant is obliged to have an appropriate visa not later than at the moment of the start of the Tour.

Moreover, Participants who hold a temporary or diplomatic passport the Organizer advises to contact a diplomatic mission of the country of destination before making of the reservation due to potential formal restrictions connected with such a passport.

With respect to Tours to countries outside of the European Union (Belarus, Ukraine, Kaliningrad Oblast of the Russian Federation), we advise to check current information regarding potential health threats and preventive measures relating to such threats, available at the websites of the World Health Organization (WHO) and the European Centre for Disease Prevention and Control (ECDC).

If there are medical contraindications of a Participant to make an abroad tour and take part in the Tour, the Participant is obliged to inform the Organizer about such a situation. If participation in the Tour is connected with specific health requirements, information in this respect shall be included in the description of the Tour.

V. START OF THE TOUR, HOTEL CHECK-IN AND CHECK-OUT HOURS

The Organizer informs the Participant that the dates provided in the Contract indicate the day of start and the day of end of the Tour.

Hotel check-in and check-out hours and meals hours are presented in Appendix no 1 ("The Itinerary") to the concluded Contract and may differ due to specifics and manner of operation of a given hotel object.

VI. CHANGE OF TERMS OF THE CONTRACT BY THE ORGANIZER

Subject to Article 48 Section 10 and Article 50 Section 1 of the Act, the price of the Tour specified in the Contract is not subject to changes. Change of terms of the Contract other than the price, hereinafter referred to as the „Contract Terms,“ may take place according to Article 46 of the Act.

The Organizer is obliged to notify the Participant on a durable carrier on every changes in the Contract Terms, other than insignificant changes within the meaning of Article 45 Section 1 point 2 of the Act, and on connected with them rights and obligations of the parties, promptly after receiving information about such changes. After receiving the notification on changes in the Contract Terms, the Participant shall inform the Organizer on a durable carrier within the term specified in the notification, whether he/she accepts the proposed change, or withdraws

from the Contract. Lack of answer in 7 (seven) days from receipt of the notification results in deeming that the Participant accepted the proposed increase of the price. Participant who accepts a change in the Contract Terms after receiving such information while taking part in the Tour, is not entitled to compensation due to such changes.

VII. CHANGE OF TERMS OF THE CONTRACT BY A PARTICIPANT; TERMINATION OF THE CONTRACT BY THE PARTICIPANT

Change in the Contract Terms (terms of the purchased Tour) on the part of a Participant can take place after making a declaration on a durable carrier by the Participant to the Organizer.

The Participant who, after making prepayment or entire price for the Tour, intends to change the Contract Terms (e.g. the term, destination, hotel, number of Participants), is obliged to comply with the following rules:

(a) in case of changes of which the Participant informs the Organizer not later than 90 (ninety) days before the planned date of arrival, the Organizer has the right to collect a handling fee in the amount of PLN 500 (five hundred zlotys) per person. This amount is paid upon an appropriate call for payment of the Organizer directly at making the change or promptly after making the change, so for a given Tour at least full prepayment is paid.

(b) Delivery of a request for a change in the Contract Terms by the Participant to the Organizer for less than 45 (forty-five) days before the start of the Tour regarding the destination, term or duration of the Tour is equal to a withdrawal from the Contract by the Participant with effect described in Part X of the Contract Terms, unless the Parties agree otherwise.

VIII. TERMINATION OF THE CONTRACT BY THE ORGANIZER DUE INSUFFICIENT ATTENDANCE IN THE EVENT

The Organizer may terminate the Contract and return all payments to the Participant made due to the Tour within 14 (fourteen) days from the termination of the Contract, without additional compensation or satisfaction, if the number of Participants for 30 (thirty) days before the start of the Tour is less than 75 (seventy-five) per cent of the number of persons indicated in the Contract, and the Organizer has notified the Participant on termination of the Contract not later than for 20 (twenty) or 7 (seven) days, or 48 (forty-eight) hours before the start of a Tour lasting respectively: over 6 (six) days, or 2 (two) to 6 (six) days, or less than 2 (two) days.

IX. TRANSFER OF RIGHTS FROM THE CONTRACT TO ANOTHER PERSON

Participant may, without consent of the Organizer, transfer all rights to which he/she is entitled under the Contract to a person meeting the terms of participation in the Tour, if at the same time this person assumes all obligation arising from the Contract. Such transfer of rights and assumption of obligations, hereinafter referred to as the „Tour Transfer,” is effective towards the Organizer, if the Participant notifies him on the Tour Transfer on a durable carrier referred to in the Contract and in a reasonable term.

Notification made for less than 7 (seven) days before the start of the Tour shall be deemed at any time as made in a reasonable term.

The Participant and person assuming its rights shall be jointly and severally responsible for the unpaid part of the price of the Tour and costs incurred by the Organizer due to the Tour Transfer.

**X. PARTICIPANT'S WITHDRAWAL FROM THE CONTRACT;
FEE FOR WITHDRAWAL FROM THE CONTRACT**

The Participant may withdraw from the Contract at any time before the start of the Tour. In case of withdrawal from the Contract the Participant is obliged to pay to the Organizer a fee for withdrawal from the Contract specified and collected by the Organizer according to Article 47 Section 2 of the Act. The Organizer informs that historically the average fees for withdrawal from the Contract with respect to the entire value of the concluded Contract have been shaping themselves as follows:

- 10 (ten) per cent of the Tour's price, if the withdrawal took place before 90 (ninety) days before the day of the start of the Tour;
- 30 (thirty) per cent of the Tour's price, if the withdrawal took place before 60 (sixty) days before the day of the start of the Tour;
- 50 (fifty) per cent of the Tour's price, if the withdrawal took place before 21 (twenty-one) days before the day of the start of the Tour;
- 70 (seventy) per cent of the Tour's price, if the withdrawal took place before 14 (fourteen) days before the day of the start of the Tour;
- 90 (ninety) per cent of the Tour's price, if the withdrawal took place before 7 (seven) days before the day of the start of the Tour;
- 95 (ninety-five) per cent of the Tour's price, if the withdrawal took place before 3 (three) days before the day of the start of the Tour.

Costs of changes and resignations imposed by the Organizer shall be subject to costs imposed by transport providers. Before confirmation of a change/resignation one should contact the Organizer in order to get information on potential costs resulting from this situation. The Organizer in the term of 14 (fourteen) days from termination of the Contract shall return to the Participant the paid amount for the Tour reduced by the fee for withdrawal from the Contract, calculated based on costs known at the day of termination of the Contract. If after the calculation of ultimately incurred costs there is a need to return to the Participant part of the fee, the Organizer shall promptly return to the Participant the due amount.

XI. "NO SHOW" POLICY

In case of a "no show" of a Participant, who is covered by a host institution, due to any reason, the host institution will not be reimbursed by the Organizer with any amount, if the Participant is does not show up or has cancelled his/her arrival for 3 (three) days or less days prior to the start of the Tour.

In case of individually guided Tours, the Organizer waits one hour from the hour when the guided Tour was supposed to start. If a Participant does not show up nor communicate with the Organizer's Tour Coordinator within one hour, the Organizer cancels all Tour

arrangements. This is due to the fact that our Tours, particularly to Auschwitz-Birkenau, are time sensitive.

XII. INSURANCE GUARANTEE AND ADDITIONAL INSURANCE

The Organizer declares that he possesses the required under the Act financial security for the case of insolvency in the form of an insurance guarantee issued by AXA Ubezpieczenia Towarzystwo Ubezpieczeń i Reasekuracji S.A. with its registered office in 00-867 Warsaw, 51 Chłodna Street, and according to the Act he pays contributions due from contracts to the Touristic Guarantee Fund.

Payment of money from the guarantee takes place:

1) as per covering costs of continuing the Tour, costs of getting back to the country where the Tour started, and returns of all or parts of payments made due to the Tour – insurer AXA Ubezpieczenia Towarzystwo Ubezpieczeń i Reasekuracji S.A., tel. (+48 22) 555-05-42/555-05-44/555-05-47, fax: 022-555-06-73, e-mail: info.turystyka@axa-polska.pl

2) in case of exhausting the above indicated financial security of the Organizer, payments are made by the Touristic Guarantee Fund after receiving from the entity granting financial securities a calculation of amounts outstanding for covering costs and returning payments with respect to each Participant by: Mazowiecki Urząd Marszałkowski (translation: Office of the Marshal of the Mazovian Voivodeship), 03-719 Warsaw, 26 Jagiellońska Street, tel. (+48 22) 59-79-100, e-mail: urząd_marszalkowski@mazovia.pl.

Participant has the right to purchase an insurance on his own for covering costs of termination of the Contract for participation in the Tour by the Participant or costs of rendering assistance, including costs of returning home in case of an accident, disease or death. The Organizer may help purchasing such insurance, if the Participant requests so in writing or via e-mail before 30 (thirty) days from the start of the Tour and delivers to the Organizer data necessary to conclude an insurance contract.

XIII. ORGANIZER'S RESPONSIBILITY

The Organizer is responsible for proper performance of all touristic services specified in the Contract. If any of the services is not performed in accordance with the Contract or services constituting a significant part of the Tour are not performed, Article 48 of the Act shall apply. The Participant is obliged to promptly inform the Organizer on confirmed discrepancies, if possible during the course of the Tour, and providing circumstances of a given case.

The responsibility of the Organizer due to non-performance or improper performance of touristic services included in the Tour is specified in Article 50 of the Act.

The Organizer bears compensation liability towards the Participant for mistakes in reservations, unless the liability for the mistake is borne by the Participant or such a mistake occurred due to unavoidable or extraordinary circumstances.

XIV. OBLIGATION TO RENDER ASSISTANCE TO A PARTICIPANT

If a Participant finds himself in a difficult situation due to unavoidable and extraordinary circumstances within the meaning of Article 4 Point 15 of the Act, the Organizer shall render to the Participant appropriate assistance under terms specified in Article 52 of the Act. If it is not possible to ensure returning to the country where the Tour started according to the Contract due to unavoidable and extraordinary circumstances, the Organizer bears costs of necessary accommodation for the Participant, if possible of a category equal or similar to specified in the Contract, up to 3 (three) nights.

XV. INTERNAL PROCEDURE FOR CONSIDERING NOTIFICATIONS, REQUESTS AND COMPLAINTS OF PARTICIPANTS CONNECTED WITH REALIZATION OF THE TOUR

If during the Tour the Participant confirms a faulty performance of the Contract, he/she shall promptly notify the Organizer or his representative (guide or resident) about that at the place of realization of the Tour. In case of a confirmed discrepancy a Participant has the right to file a complaint. In order to avoid damages the complaint shall be filed by the Participant promptly, so that the Organizer could react as fast as possible and settle the case urgently. The Organizer advises to make the complaint in writing or electronically (to the e-mail address: tours@taubejewishheritagetours.com), or on a different durable carrier. "Durable carrier" shall mean a material or device allowing storage of data: in a manner allowing access to the information in the future, for a time appropriate to purposes which the information serve, and allowing for reproduction of unchanged stored information.

Complaint should include data allowing identification of the Participant and given touristic event, in which he/she participated, matter of complaint, indication of the discrepancy and specification of requests, and, moreover, it should be filed within the term of 30 days from the end of the Tour. In order to meet the term it is sufficient to send the complaint before the lapse of the term. In case of sending the complaint after the term, the Organizer may consider it ineffective.

Complaint connected with realization of the Tour may be addressed directly to the Organizer to the address of Fundacja Centrum Taubego Odnowy Życia Żydowskiego w Polsce, 00-090 Warszawa, 3/5 Tłomackie Street, or to the e-mail address: tours@taubejewishheritagetours.com. Complaint filed via electronic mail on a given day is deemed filed to the Organizer on such a day. Tour Coordinator or guides are not authorized to acknowledge claims of Participants connected with the Contract, in particular claims resulting from filed complaint of a Participant.

Answer to a properly filed complaint shall be delivered to a Participant in writing or by another durable carrier of information, as per the circumstances and the form of filing the complaint by the Participant, not later than within 30 (thirty) days from the day of receipt of the complaint. To meet the term it is sufficient to send the answer before the lapse of the term (e.g. posting a shipment at a post office or sending an e-mail).

The Organizer informs that the entity authorized to conduct proceedings for out-of-court consumer disputes resolution, which the Organizer is subject to is Inspekcja Handlowa - Wojewódzki Inspektorat Inspekcji Handlowej (translation: Trade Inspection – Voivodeship Inspectorate of the Trade Inspection) in Warsaw (00-015 Warsaw, 3 Sienkiewicza Street). A Participant may also get help regarding his/hers rights and regarding disputes between he/she

and the Organizer by referring to district (municipal) Consumer Ombudsman or social organization, which statutory tasks include consumer protection or using information available on the website of the President of the Office of Competition and Consumer Protection.

XVI. PERSONAL DATA PROTECTION

Pursuant to Article 7(1) of GDPR (Regulation (EU) 2016/679), the Participant represents that he/she consents to the processing by the Controller, i.e. the Taube Center for the Renewal of Jewish Life in Poland Foundation (3/5 Tłomackie Street, 00-090 Warsaw, Poland), of the personal data provided in documents necessary for the purpose of preparation and implementation of tourist and education programs organized by the Controller. Moreover, the Participant consents to the processing of the above mentioned personal data by automated means, including by profiling. The above consent is given freely in accordance with Article 4(11) of GDPR. The Participant consents to the use of the personal data for promotional and marketing purposes related to the programs organized by the Controller.

XVII. FINAL PROVISIONS

Notifications, requests and complaints of a Participant shall be considered within "Internal Procedure for Considering Notifications, Requests and Complaints of Participants Connected with Realization of the Tour." Disputes between the Parties connected with the Contract may be resolved in the mode of out-of-court consumer disputes resolution, and in case of failure to resolve a dispute, by a court territorially competent for the registered office of the Organizer.

The entity authorized to out-of-court consumer disputes resolutions is Inspekcja Handlowa (translation: Trade Inspection), and information about such proceedings are available at this website: <http://www.wiih.org.pl/>.

In cases not regulated by the Terms of Participation provisions of the Act, Civil Code and other provisions regarding consumers protection shall apply, including the provisions applicable to touristic events Article 10, Article 11, Article 12 Section 1 Points 1, 5, 16 and 17, Article 17 of the Act of 30 May 2014 on consumer rights (Journal of Law of 2017, item 683) in Article 3 Section 1 Point 8. The Participant may read the content of the Act, including provisions listed in the Terms of Participation at the registered office of the Organizer or at the website: www.sejm.gov.pl.

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