

GENERAL CONTRACTUAL TERMS AND CONDITIONS OF ALCA TRAVEL - A BRANCH OF THE ALCA CZ SE COMPANY

Introductory Provisions

- (a) The General Terms and Conditions (hereinafter referred to also as the "GTC"), issued by ALCA CZ SE and applicable to contractual relations with customers of ALCA TRAVEL – a branch of ALCA CZ SE, apply to all tours and individual tourism services that ALCA CZ SE organizes, provides and ensures through ALCA TRAVEL – a branch of ALCA CZ SE.
- (b) The GTC are an integral part of the tour contract or another contract on the provision of contractually arranged travel services under these GTC, concluded between the customer and ALCA CZ SE, organized, provided or ensured by its branch, ALCA TRAVEL - a branch of the ALCA CZ SE company.
- (c) In the event that the above-mentioned contracts contain provisions differing from these GTC, it holds that such a provision shall prevail over the wording of the GTC.

1 Participants in the Contractual Relationship

The participants in the contractual relationship are

- (a) the organizer, ALCA CZ SE (while acting in all matters pursuant to these GTC through its branch, ALCA TRAVEL - a branch of ALCA CZ SE), with the registered office at Branická 93, 140 00 Prague 4, Czech Republic, registered in the Commercial Register maintained by the Municipal Court in Prague, file no. H1962, Company ID No. 06154174, account number: 232219562/0300 maintained with ČSOB, Na Příkopě 18, 110 00 Prague 1 (hereinafter referred to also as "ALCATRAVEL") and
- (b) a customer who is a natural person or a legal entity.

2 Subject of the Contractual Relationship

These GTC govern the rights and obligations of contractual parties when selling and buying:

- (a) a tour (hereinafter referred to as a "tour" or an "ALCATRAVEL tour" or a "*Manaostay*") as per the offer on www.alcatravel.cz or www.manao.cz websites (hereinafter referred to also as the "ALCATRAVEL website" and the "*Manao* website"), organized by ALCATRAVEL and
- (b) accommodation, catering, transport and other tourism services as individual services or rather as services outside the offer under (a) (hereinafter referred to also as the "Other Services")

(services referred to under items (a) and (b) of this Article 2, collectively hereinafter also as the "contractually arranged services").

3 Establishment of a Contractual Relationship When Selling

(a) The contractual relationship between the customer and ALCATRAVEL is established on the basis of a contract containing proper and valid data entered by the customer and properly signed by the customer (i.e. a travel contract and/or a contract on a provision of a respective Other Service) confirmed by ALCATRAVEL and by making a proper payment of a refundable deposit for contractually arranged services pursuant to these GTC.

(b) The contractual relationship between the customer and ALCATRAVEL is also established by ordering the contractually arranged services through the *Manao* Internet booking system operated by ALCATRAVEL, with the customer's valid data, namely at the moment when the order of the customer is confirmed by ALCATRAVEL and the refundable deposit is duly paid by the customer for the contractually arranged services through the payment gate in the amount of 50% of the full price.

(c) If ALCATRAVEL does not confirm the order without changes, or rather in the case of Other Services not listed with a fixed price on the ALCATRAVEL website or on the *Manao* website as at the date when the customer showed interest in purchasing them, ALCATRAVEL shall send an offer to provide such services based on a customer demand; the communication of ALCATRAVEL, in response to the request, is, in such a case, a new proposal, and the contractual relationship between the customer and ALCATRAVEL shall arise only after the confirmation of acceptance of such a new proposal (offer) by the customer and the payment of a refundable deposit for the contractually arranged services.

d) For the contractual relationship between the customer and ALCATRAVEL pursuant to the above mentioned items (a), (b) and (c), (hereinafter referred to also as the "Contract"), these GTC shall be valid as at the date of conclusion of the Contract and the customer, by concluding the Contract, unconditionally agrees with the GTC (hereinafter referred to also as the "Consent").

(e) For the scope of the contractually arranged services, the breakdown of the contractually arranged services specified in the Contract, or as per the offer of the contractually arranged services specified on the ALCATRAVEL website or the *Manao* website and subsequently set out in the confirmation of the order, shall be binding. Other services, unless they are part of a tour (air travel, travel insurance, processing of visas, etc.), must be set out and given a price either in the Contract or in its supplement and quantified on a separate invoice, approved in writing or electronically by both parties and paid by the customer in advance.

(f) If the Contract is concluded through the ALCATRAVEL website or the *Manao* website (hereinafter referred to also as the "Electronic Contract"), the Contract may be concluded in the Czech language. The Electronic Contract is archived at ALCATRAVEL in an electronic form and is not accessible. The data on the technical steps leading to the conclusion of the Electronic Contract and the possibilities of detecting and correcting errors occurring during the customer's data before the conclusion of the Electronic Contract are set out on the ALCATRAVEL website and on the *Manao* website. Costs incurred by the customer when using

remote means of communication in connection with the conclusion of an Electronic Contract are paid by the customer himself while these costs shall not differ from the basic rate.

4 Price and Terms of Payment

- (a) Binding booking of an ALCATRAVEL tour or a *Manao* stay shall arise at the moment of receipt of a properly filled-in and signed Contract and the payment of a refundable deposit of 50% when the Contract is concluded and/or the moment of acceptance of a binding booking from the *Manao* system and the payment of a refundable deposit of 50% or as explicitly otherwise stipulated in these GTC.
- (b) The customer is obliged to pay the remaining amount of the full payment of the price of the tour no later than by 60 days before the start of the tour or stay, unless otherwise stated in these GTC.
- (c) In the case of booking a tour less than 60 days before the scheduled departure, as well as in the case of booking Other Services, the total price is payable at the same time when the Contract is concluded or the order of Other Services is confirmed.
- d) ALCATRAVEL reserves the right to determine another amount and due term of the deposit payment and the final payment in respect of a specific tour, stay or Other Services; such other due term will be communicated to the customer in a new proposal and the customer will expressly agree with it by confirming the acceptance of the new proposal. The overview of instalments of the price for the contractually arranged services is part of the Contract, invoice or another written or e-mail confirmation provided by ALCATRAVEL.
- e) All payments are paid by the customer exclusively to ALCATRAVEL's bank account specified in the Contract or through the GO PAY payment gate or, exceptionally, in cash to an authorized representative of ALCATRAVEL, unless otherwise agreed in the Contract (including any e-mail confirmation provided by ALCATRAVEL). The payment day is understood to mean a day when money is credited to ALCATRAVEL's account or paid in cash.
- f) Without full payment of the services ordered in accordance with these GTC, the customer is not entitled to be provided the contractually arranged services and ALCATRAVEL reserves the right not to provide the necessary departure instructions and travel documents necessary for participating in the tour and ALCATRAVEL is entitled to cancel the tour without further notice and withdraw from the Contract while the Customer's consent to this procedure is part of the Consent. In such a case, the Customer will be charged with cancellation fees under these GTC.
- g) In the case that between the sending off of the draft Contract by ALCATRAVEL and the moment of conclusion of the Contract the availability or the prices of the ordered services change, ALCATRAVEL may withdraw the draft Contract and send a new draft Contract to the customer. The customer is always strongly notified of the deadline by when the flight ticket booking is to be confirmed in a binding manner. This deadline, if permitted by law, may be made shorter by the airline unilaterally and ALCATRAVEL does not have any influence on such making it shorter.

(h) The customer is aware of the fact that the failure to provide the required documents, data and documents may result in the customer's not taking part in the tour or in the customer's failure to be provided with other services without the right to be refunded the price of the contractually arranged services. In such a case, ALCATRAVEL is entitled to withdraw from the Contract completely or, at its discretion, with regards to the separable contractually arranged services (in the case of the Other Services) as at the date when the documents are not delivered and is, in addition, entitled to cancellation fees under the Contract, or rather under these GTC.

(i) ALCATRAVEL may unilaterally increase the price of a tour if it increases within sixty days before the start of the tour or stay (hereinafter referred to also as the "Last Day of Increase")

* the price of transport including fuel prices, i.e. the difference between the calculated price and the actual costs incurred,

* travel-related payments, i.e. the difference between the current and the original amounts of payments included in the price of the tour,

* the exchange rate of the Czech crown used to determine the price of the tour by more than 10%, i.e. the price will be increased by 1% for every 1% of the increase in the CZK exchange rate from the date of conclusion of the Contract until the Last Day of Increase.

(j) ALCATRAVEL shall notify in writing the unilateral increase in the price, in accordance with item (i) above to the customer by no later than the Last Day of Increase, 60 days before the start of the tour, namely in writing or electronically, namely with the justification of the change and the proof of changes in the period in question under item (i), where the change may only correspond to the change of the items in question under item (i). The customer is obliged to pay the increased price without delay, i.e. no later than 10 days before the start of the tour. Failing to do so, ALCATRAVEL has the right to withdraw from the Contract and the customer shall be obliged to pay cancellation fees under the GTC, namely without any delay after the delivery of the withdrawal from the Contract. Changes pursuant to item (i) that will occur after the Last Day of Increase are unilaterally not possible.

(k) ALCATRAVEL may unilaterally increase the price of Other Services only if it stipulates such a change when communicating an offer to provide such services to the customer; it is expressly stated that, in such a case, the period referred to under item (i) shall not apply unless the Other Services are provided as part of the tour.

5 Ordered Contractually Arranged Services

The duration of the tour is defined by the dates stated in the Contract or in the *Manao* booking system.

ALCATRAVEL can ensure flight tickets for the tour based on an order (unless included in the price). In the *Manao* system, a customer can order a flight ticket himself via the interconnected flight ticket portal. The offered flight tickets' prices are preliminary. Prices of flight tickets and fees may vary up to the time of the purchase of the flight tickets by ALCATRAVEL or the flight ticket portal. ALCATRAVEL is not responsible for any damages,

shortcomings and changes in departure time caused, in such a case, by the airlines, when the customer has the rights based on the legal regulations or legal rights provided by the given company; ALCATRAVEL cannot affect them in any way.

ALCATRAVEL does not provide any guarantee or compensation for unused services due to a delay caused by transportation companies.

The customer is obliged to arrive at the place of stay or boarding in time. Information will be provided in the departure instructions.

6 The Rights and Obligations of ALCATRAVEL and the Customer

The Customer has the right:

- to a proper and timely provision of the agreed, contractually arranged services, which are part of the price of the trip,
- to receive all the documents required in order to be able to use the contractually arranged services (a flight ticket, the visa, vouchers, etc.) before starting the tour,
- to be promptly informed about any changes to the contractually arranged services,
- to withdraw from the Contract under the terms stipulated by these GTC (or mandatory, contractually unexcludable provisions of the law) prior to the commencement of the tour while paying the cancellation fees under these GTC.
- to claim contractually arranged services unless these were provided in accordance with the Contract; at the same time, ALCATRAVEL shall decide on how the complaint is to be handled or rather the complaint is further addressed by ALCATRAVEL with the provider of the given contractually arranged service.

The customers are obliged:

- to provide all necessary information or documents to ALCATRAVEL in time, in order to ensure the timely provision of the contractually arranged services,
- to pay in full, within the due date, the contractually arranged services,
- have on them valid travel documents (passports) or other travel documents, flight tickets, vouchers, etc., visas which they obtain themselves or, for a fee, from ALCATRAVEL on the basis of a request made in writing,
- to inform themselves about vaccination and other obligations, if necessary, when travelling to countries where these are required,
- to respect passport, visa, customs, foreign currency, transit, health, transport and other safety regulations as well as laws and habits of the countries and places where they travel,
- to observe the programme and follow the instructions of *Manao* guides, ALCATRAVEL or operators of the means of transport and/or the accommodation establishment,

- store valuables according to instructions provided on location in safes in the room or at the reception.

ALCATRAVEL can provide this insurance at the request of the customer or the customer can arrange it himself/herself via online insurance within the *Manasystem*

- to cover all costs and losses incurred if the customer, by his/her actions, endangers or disturbs the course or the programme of the tour,

the rights of other participants in the tour or suppliers of contractually arranged services.

A breach of any of the above obligations by the customer establishes the right of ALCATRAVEL to exclude the customer from participating in the tour. By such exclusion from participation in the tour, the customer loses the right to a refund of unused contractually arranged services.

ALCATRAVEL is required to:

- provide the customer with contractually arranged services agreed and paid in advance. Other services will be provided by ALCATRAVEL only on the basis of an order made in writing and the payment of such contractually arranged services,
- to prove that it has a compulsory insurance policy to be covered in case of bankruptcy of a travel agency within the meaning of the applicable regulations,
- to fulfil other obligations arising for it from the Contract and later regulations of the Czech Republic.

ALCATRAVEL recommends to the customer to be insured for travels and a stay abroad and to have available a proof of such insurance during the tour.

7 Amendment to the Contract

(a) ALCATRAVEL has the right, if necessary due to a change in external circumstances, to amend the Contract prior to the commencement of the tour or prior to the commencement of the provision of other contractually arranged services. ALCATRAVEL will immediately inform the customer of this fact and propose an amendment to the Contract. If, as a result of the proposed amendment to the Contract, also the price is changed, ALCATRAVEL will also include a new price in the proposal. If the customer does not agree to the amendment to the Contract, the customer has the right to withdraw from the Contract.

If the customer does not withdraw from the Contract within 5 days of the date of receipt of the proposal, it holds that the customer agrees with the amendment of the Contract; if such an automatic consent is excluded by the law, ALCATRAVEL has, in such a case and in the case the consent is not granted, the right to withdraw from the Contract and not to provide the contractually arranged services; this does not exclude the right to adjust the price of the contractually ordered services by ALCATRAVEL without the right of withdrawal by the customer as stated elsewhere herein.

(b) Significant changes in the Contract are only considered to mean an increase in the price of the negotiated, contractually arranged services by more than 10% or a decrease in the

quality and scope of services without adequate reduction of the price of the contractually arranged services or a change of the date by more than 2 days.

(c) A significant change in the Contract is not understood to mean a change of a hotel for a hotel of the same category or the provision of another service of a higher category than that of a contractually negotiated service agreed in the Contract (accommodation, transport, etc.) for the originally agreed price.

(d) In terms of transport, ALCATRAVEL is not responsible for weather or technical conditions and for any loss that may be sustained by the customer as a result.

ALCATRAVEL is only allowed to make changes during the tour if necessary and to protect the interest of the customer so as to preserve, as much as possible, the nature of the contractually arranged services.

If there are circumstances independent of the act of ALCATRAVEL or circumstances that are affected by the customer by not using the ordered and paid contractually arranged services (accommodation, catering, transportation services, workshops, etc.), no right is established for the customer in terms of the payment or a provision of a discount on the price unless otherwise agreed and provided that a legal regulation allows that.

8 Change in Booking and Cancellation of the Tour

The customer has the right to withdraw from the Contract (hereinafter referred to also as the "cancellation of the booking") at any time before departure for the tour. A withdrawal from the Contract must be carried out in an unquestionable manner and in writing (by a registered letter or by a withdrawal made in writing delivered to ALCATRAVEL in person, confirmed by ALCATRAVEL while ALCATRAVEL shall issue such a confirmation on the spot). The date on which ALCATRAVEL's notification of a withdrawal from the Contract made in writing is delivered is the specified date.

If the customer withdraws from the Contract, the customer is of course obliged to pay the cancellation fees which are charged per person and calculated based on the total price of the tour.

A cancellation of a booking made in writing which takes place more than 60 days before the commencement of the tour means the payment of 20% of the total cost of the tour. A cancellation made in writing which takes place 59 to 30 days before the commencement of the tour means the payment of 60 % of the total cost of the tour. A cancellation made in writing which takes place 29 and fewer days before the commencement of the tour means the payment of 100 % of the total cost of the tour. In case of stays, it is proceeded in the same way as stated with regard to the tours in this Article 8.

ALCATRAVEL is entitled to unilaterally credit the cancellation fees pursuant to the GTC against a refundable deposit.

As from moment when the Other Services are provided, the customer's withdrawal is possible with a cancellation fee of 100% of the price of such Other Services. It is explicitly

stated that it is basically not possible to make any changes on the part of the customer to flight tickets (including a flight ticket during a tour) (e.g. a change of the departure and arrival airports, a change of the date of the flight, a change of the passenger's name, etc.) unless expressly otherwise stated in the terms and conditions when issuing the flight ticket. In case the customer is interested in getting a new ticket, another ticket must be issued, paid by the customer himself/herself. The cancellation fee when cancelling a flight ticket represents 100% of the flight ticket price and the fees paid.

A particular airline may decide otherwise in specific cases and then ALCATRAVEL shall inform the client about the actual amount of charges and other costs.

Customers are advised to arrange the insurance of travel cancellation.

If the customer fails to arrive to the tour, the customer shall not be entitled to a refund of the price of the tour and ALCATRAVEL shall not be responsible for any additional loss on the part of the customer.

An amendment of the Contract on the basis of the customer's request shall be made in the event that such an amendment can be made, otherwise, the contractually arranged service will be provided to the customer in its original scope.

Changes requested and made less than 21 days before the departure may be considered by ALCATRAVEL as a withdrawal from the Contract within the scope of the contractually arranged service in question that the customer requires to change and of contractually arranged services which cannot be provided without such a service or with such a service changed unless incurring additional costs by ALCATRAVEL, conditional upon an agreement of the parties about the alternative contractually arranged service. In such a case, the request to change a contractually arranged service is considered a new order. At the same time, if ALCATRAVEL is unable to provide other services or if the customer does not agree with ALCATRAVEL's conditions, ALCATRAVEL may, in order to avoid any doubts, notify the customer of this situation and confirm the readiness to provide contractually arranged services in their original scope and offer the possibility of withdrawing from the Contract in full scope with the appropriate cancellation fees to be paid by the customer. With respect to the withdrawal, ALCATRAVEL has the right to cancellation fees as in the case of other withdrawals under these GTC.

The parties agree that the cancellation fees according to these contractual terms and conditions are appropriate and corresponding to the status of the matter, the payments and obligations they provide and the parties expressly agree with the amount of these cancellation fees.

9 Complaints Rules

In the event that the customer has not been properly provided with the services arranged in the Contract with ALCATRAVEL, the Customer has the right to make a claim in respect of them.

The customer has the right to claim defects in respect of the services at any ALCATRAVEL's facility or office. ALCATRAVEL shall issue a written confirmation of a receipt of the complaint to the customer upon request.

The customer is obliged to file a complaint in time and without undue delay after having learned the facts establishing the customer's right to complain, namely even during the course of the provision of the service during the tour, to a person authorized by ALCATRAVEL or directly to ALCATRAVEL so that the defect can be removed at the time when the tour takes place. If the defects are not removed during the course of the tour, the customer is required to file a claim in writing.

Unless the customer claims a defect without undue delay, the customer shall lose the right to a discount on the price of the tour.

The customer is required to provide necessary synergy in handling the claim.

If a contractually arranged service of a lower quality than that specified by the Contract occurs, ALCATRAVEL shall return the difference of the price to the customer or shall ensure, at ALCATRAVEL's own expense, a corresponding other service at the same or higher value.

ALCATRAVEL is required to resolve a claim within 30 days of its being demonstrably filed. ALCATRAVEL shall be liable to the customer for meeting the obligations of the individual contractually arranged services if they are provided by other persons, unless stated otherwise in these GTC or in a legal regulation.

If the customer does not make full or partial use of the services ordered, paid and provided by ALCATRAVEL for reasons unrelated to ALCATRAVEL's activities (- including the so-called "force majeure", i.e. a reason not caused by the customer), the customer shall not have any right to claim compensation for a loss, a refund of payments or a discount and the price is charged as agreed.

ALCATRAVEL assumes no responsibility for a delay of the means of transport caused by any reasons; the customer is not entitled to damages or the right to withdraw from the Contract for these reasons.

The subject of a claim in respect of ALCATRAVEL is not losses and damages to property sustained by the customer due to ALCATRAVEL that are the subject of a contractual arrangement of the insurance cover under travel insurance or any such losses and damages to property that are expressly excluded from the scope of the insurance cover (and which relate to the subject of the insurance). ALCATRAVEL is not liable for a loss if it was caused to the customer by a third person that is not related to the provision of a tour unless otherwise expressly provided for by a legal regulation and such an obligation cannot be contractually ruled out. In the case of a loss in respect of luggage or bodily injury during air transport, this fact should be reported immediately upon arrival at the appropriate place at the airport where a record must be drawn up which is the basis on which it is possible to negotiate with the airlines company.

10 Processing of Personal Data.

(a) For the purposes of concluding the Contract and its fulfilment, ALCATRAVEL processes, with the consent of the customers, personal data of the customers, including their titles, names, surnames, dates of birth, nationality, domicile, telephone numbers, electronic contacts for e-mail or the contact addresses and passport numbers and dates of the validity thereof, country of origin and gender if required to secure the respective visa or by service providers. The customer's personal data provided for this purpose can be made available to ALCATRAVEL employees, authorized processor and also handed over to those who are entitled to provide tourism services both within and outside the EU, as well as to those who are authorized to offer and sell services provided or mediated by ALCATRAVEL. The provision of these data is voluntary. The failure to provide the necessary personal data for these purposes results in the failure to conclude the Contract.

(b) Where the customer concludes the Contract also for the benefit of third parties, the conclusion of the Contract confirms that the customer is entitled to provide the personal data of such third parties and to grant the consent to their processing, disclosure and handing over for the purposes and to the extent specified in item (a) of this Article.

(c) By signing the Contract, the customer expresses his/her consent, in accordance with Section 5 (2) et seq. of Act No. 101/2000 Coll. on Personal Data Processing (hereinafter referred to also as "PDP"), with ALCATRAVEL's processing, collecting and making available the customer's personal data and, in case the customer also concludes the Contract for the benefit of third parties, also the data of such third parties for the purpose and to the extent specified in paragraph (a) of this Article.

(d) ALCATRAVEL, or a processor authorized by ALCATRAVEL, is authorized to process and collect the customer's personal data provided in accordance with Section 6 of the PDP, namely for the purpose and to the extent specified in paragraph (a) of this Article for the period of 5 years after the end of the tour or after the Other Services are provided. After the elapse of the above period, ALCATRAVEL is required to dispose of the customer's personal data.

(e) The provided personal data of the customer will be processed by ALCATRAVEL and/or the processor both in an automated way and manually and in the electronic and printed form.

(f) In processing the customer's personal data, ALCATRAVEL is required to see to it that the customer does not suffer any harm to his or her rights, in particular the right to preserve human dignity and to ensure protection against unauthorized interference with his or her private and personal life.

(g) The customer has the right to revoke, in writing, his/her consent to the processing of his/her personal data in accordance with this Article at any time and also has the right to

access the personal data, the right to correct the personal data, as well as other rights under Section 21 of the PDP.

11 Final Provisions

The contractual relationship between ALCATRAVEL and the customer is governed by the applicable Czech law and by the Contract, these GTC and any other annexes and supplements to the Contract.

In accordance with the provision of Section 14 of the Act no. 634/1992 Coll., the Consumer Protection Act, the customer has the possibility to address any disputes arising from a contract concluded with ALCATRAVEL by the means of an entity of an out-of-court settlement of consumer disputes which is, in this case, the Czech Trade Inspection Authority with its registered office at Štěpánská 567/15, Prague 2, Postal Code: 120 00, www.coi.cz/informace-o-adr

These GTC apply to all ALCATRAVEL customers. These GTC are an integral part of the Contract. The GTC are either attached to a written version of the Contract and, in the case of an electronic ordering and confirmation of the contractually arranged services, the customer shall expressly agree the GTC after being obligatorily acquainted himself/herself with the text thereof.

The GTC are also available on ALCATRAVEL's website and the *Manao's* website.

These GTC shall become effective on 1 January 2018.

These GTC shall apply to all ALCATRAVEL travel programmes including *Manao*.

ALCA CZ SE