

Festa Olomouc s.r.o Terms and conditions

General provisions

1.1. These Terms and conditions are governed by applicable legislation, mainly by Act No. 159/1999 Coll. and Act No. 89/1999 Coll. of the Civil Code. They are applicable to all trips, package holidays, tours and all concert travel arranged by the Travel Agency FESTA OLOMOUC s.r.o., 28. října 9, 77900 Olomouc, IČ: 25903071 (hereinafter referred to only as "TA"). They are an integral part of the Travel Contract (hereinafter referred to as "TC").

1.2. A trip (hereinafter referred to as "trip") is defined as a trip offered in our travel catalogue or and as defined in Act No. 159/1999 Coll. A trip is, within the meaning of these conditions, also a package holiday, a sum of accommodation services that is offered in regards with the participation of an artistic entity in an art project or festival. A trip is, within the meaning of these conditions, also a tour or a concert trip of an art ensemble. The TA is obliged to provide the customer with any travel services and is also obliged to ensure assistance with the production of the tour or the concert trip (providing services and activities such as concerts, educational activities, other artistic activities, PR and marketing, production assistance and other services not listed here but agreed on with the customer).

1.3. A customer is a person (physical or legal) who enters into a Travel Contract with the TA, a person for whose benefit the contract was made, or a person to whom the contract has been passed on in accordance with the conditions stated in the Civil Code (hereinafter referred to as "customer").

2. Formation of a Contractual Relationship

2.1. A contractual relationship between the TA and the customer is formed by entering into a TC, in which the TA agrees to arrange a trip for the customer under the agreed terms, and the customer agrees to pay the TA the agreed aggregate price.

2.2. A contractual relationship is formed between the TA and the person who enters into a TC, even if the TC is formed for the benefit of other persons. This person is also responsible for the fulfilment of all obligations of the TC by all the persons for whose benefit the TC was formed.

2.3. By entering into a TC, the customer confirms that he has been acquainted with the content of all the received documents (the TC, Terms & Conditions, a summary of the trip, package holiday, tour or concert travel information).

2.4. By entering into a TC, the TA agrees to provide the customer with a trip in the agreed-to scope and under the agreed terms.

3. School trips

3.1. Applying for a school trip can be done either through a school or via on-line communication.

- 3.2. To apply via on-line communication without the school's participation, the applicant must be either a participant of the trip who is of legal age, or a legal representative of an under-age participant of the trip. In this case, the legal representative will enter into a TC on the under-age participant's behalf.
- 3.3. If the legal representative, or a legal-age participant enters into a TC, the TA will send to the legal representative or the legal-age participant via e-mail a Confirmation of the trip, including the breakdown of all payments.
- 3.4. If the applicant is a school, it is fully in its competence to collect all binding applications and payments from the trip's participants. The school is obliged to, in the agreed time frame, transfer to the TA the payments and to communicate information that is necessary to provide the travel experience.
- 3.5. The school that the participant is a part of is, after consulting the tour guide or another authorized worker of the TA, allowed to change the program to its needs. The TA does not take responsibility for the changes made by the school.
- 3.6. The school is authorized to decide which of its students is allowed to participate in the trip. If a school removes an already applied participant out of the trip, this participant is obliged to assert all his claims, except for a monetary refund, towards the school and not the TA.
- 3.7. The school is authorized to cancel a trip at any point before its commencement, or to shorten it or alter in any other way during the realization of the trip. Any consequences or responsibilities that may arise out of these decisions are the responsibility of the school, not the TA.
- 3.8. The TA communicates with the participants either through the school or via email. Any special requests must be communicated either in written form or via the school.
- 3.9. The school is obliged to accept complaints from the trip's participants and immediately communicate them to the TA so that they can be solved. The school is obliged to provide the TA and the participant with any cooperation necessary to solve the issues during or after the trip. The same applies for the TA.
- 3.10. The participants of the school trip are obliged to follow the instructions of the tour guide provided by the TA or the accompanying teacher. The school is obliged to assure the safety and security of the trip's participants in accordance with Section 29 of Act No. 561/2004 Coll. (Education Act).
- 3.11. The provisions of this segment (Segment 3) of the document shall always prevail over all other provisions included in these Terms & Conditions.

4. Travel Fee

- 4.1. Travel fees are contractual. The fee specified in the TC is always binding.
- 4.2. The customer is, upon entering into a TC, obliged to pay a deposit in the amount of 50% of the aggregate price of the trip (unless agreed otherwise). The additional payment is to be made no less than 20 days before the commencement of the trip (unless agreed otherwise). In the case of entering into a TC less than 20 days before the commencement of the trip, the customer is obliged to pay 100% of the agreed aggregate price upon entering into the TC (unless agreed otherwise).

4.3. The TA is authorized to unilaterally raise the price of a trip only if the following occurs:

- a) travel fees including fuel prices increase
- b) the price of fees associated with transport (such as airport and harbour charges) increases
- c) the exchange rate of the Czech crown (Česká koruna or CZK) which was used to calculate the price of the trip increases by more than 10%.

Travel fees, charges associated with transport and exchange rates are calculated into the travel costs in the rate as they were on the day of entering into the TC. In the case of their increase, the cost of the trip will increase by 100% of the increase. The TA is obliged to send a written notice about the price increase no less than 21 days before the commencement of the trip, otherwise it is not entitled to be paid the difference in the travel costs.

4.4. The TC must contain information about the prices of additional services that are part of the trip but not included in the travel costs.

4.5. The TA is not responsible for the prices of additional services which are not included in the aggregate travel costs.

4.6. If the customer misses the departure, the beginning of a tour or a plane departure, the TA is entitled to a full reimbursement of the travel costs.

5. Customer Obligations

5.1. General customer obligations include:

- a) To provide the required information fully and accurately in the TC and provide to the TA the legal documents required for arranging the trip.
- b) To provide the agreement of a legal representative if the customer is under-age and not accompanied by a legal representative.
- c) To provide payment for the trip in accordance with Segment 4 of this document.
- d) To carry a valid travel document or a valid visa, should it be required.
- e) To follow the instructions of the tour guide or another person appointed by the TA and to follow the established schedule.
- f) To refrain from acting in a way that could potentially endanger, limit or in any other way harm other participants of the trip or cause damage to suppliers of the individual services or the TA.
- g) To compensate for the damages caused to a vehicle, accommodation or any other service which the customer has used, and which was included in the TC.

6. Changing the terms & conditions of a contract

6.1. On the customer's part

- a) Before the trip's commencement the customer can transfer the TC to a third party if said third party fulfils the requirements for participating in a trip. The change in the customer's person takes effect if the

customer delivers a notice informing about the change in a timely manner, i.e. no less than 7 days before the commencement of the trip, along with a written statement of the new customer declaring that the new customer agrees to the terms of the TC and agrees to fulfil the requirements of participating in the trip.

b) Both the former and the current customer are responsible for paying to the TA the travel fees and reimbursing any costs that should arise due to changing the customer.

c) Any other changes made to the TC require the agreement of both parties entering into a TC.

6.2. On the TA's part

a) If the TA is forced to fundamentally change the terms and conditions of a TC before the commencement of a trip (like rescheduling the trip by more than 24 hours, changing the schedule of a trip if it pertains to more than 20 % of its duration, etc.), it will offer the customer a change of the TC. If the offered change in the TC causes a change in the price of the trip, the new price must be included in the offered TC. The customer has a right to decide whether he agrees with the changes. If he does not agree, he has the right to withdraw from the TC in five days since the notice's delivery. Should the customer not withdraw from the TC in this period, it is assumed that he agrees with the TC.

b) Upon entering into the new TC, the payments made on the basis of the former TC are considered to be payments made on the basis of the new TC. If the price calculated on the basis of the new TC is lower than the payments that have already been made based on the former TC, the TA is obliged to reimburse the difference in costs to the customer without any delay.

c) The TA is authorized to make any changes in the program or any of the services offered in the duration of the trip if for any serious reasons the formerly scheduled programs and services cannot be provided. In this case, the TA is obliged to provide a replacement program and services that are of the same or similar scope and quality as the former ones, or that are appropriate to the focus of the trip.

7. Withdrawing from a TC

7.1. On the customer's part

a) The customer can withdraw from the TC at any point before the commencement of the trip.

b) If the customer has withdrawn from the TC because he did not agree with the changes made to it, or if the TA has withdrawn from the TC due to the trip being cancelled before its commencement, the customer has the right to request a compensatory trip within a similar scope to the formerly planned one, if it is within the TA's capabilities to provide such a trip. Should both parties agree on the compensatory trip, the TA does not have the right to increase the price, even if the new trip was of higher quality. If the compensatory trip is of lower quality, the TA will reimburse the difference in cost without any delay.

c) If the customer withdraws from the TC due to the TA breaching the contract and not fulfilling its obligations resulting from the TC, or unless a new TC is formed in accordance with Section 7 of Article b), the TA is obliged to reimburse any payments made by the customer without any delay. The customer does

not need to pay any severance in this case. The right of the customer to be reimbursed is not impacted by this.

7.2. On the TA's side

- a) The TA can only withdraw from the TC before the commencement of the trip, and only under the condition that the trip has been cancelled or the customer has breached the contract.
- b) The TA has the right to cancel a trip if no more than 14 days before its commencement, the minimal number of customers has not been reached (the minimal number of customers is listed in the trip's details). If the TA cancels a trip due to not reaching the minimal number of customers, it is obliged to inform the customer of this fact in written form no more than 10 days before the commencement of the trip. The TA is also authorized to cancel a trip in the case of an unavoidable event that the TA could not avert or prevent by using any means that can be reasonably expected from it.
- c) If the TA cancels a trip for any other reasons than those which are listed in Segment b) of Article 7.2. in a period of 10 days before the commencement of the trip, it is obliged to pay a fine to the customer in the amount of 10% of the total cost of the trip. The customer's right to be reimbursed is not impacted by this.
- d) The TA can only be released from its responsibility for the damages (as stated in Segment c) and its obligation to pay the fine if it can prove that the trip has been cancelled in accordance with the reasons stated in Segment b).

8. Conditions for withdrawing from a TC

8.1. Unless the reason for the customer's withdrawal is a breach of obligations (as stated in the TC) by the TA, the customer is obliged to pay to the TA a compensation in the amount of costs reasonably incurred up to and including the real cost of these expenditures, however at least:

- a) 10% of the travel cost if the contract is withdrawn from more than 50 days before the realization of the trip;
- b) 30% of the travel cost if the contract is withdrawn from between the 44th and 30th day before the realization of the trip;
- c) 50% of the travel cost if the contract is withdrawn from between the 29th and 15th day before the realization of the trip;
- d) 80% of the travel cost if the contract is withdrawn from between the 14th and 8th day before the realization of the trip;
- e) 100% of the travel cost if the contract is withdrawn from more in the last 7 days before the realization of the trip.

The TA is obliged to return to the customer the sum it received from them for the trip according to the TC, reduced by the according severance pay rate.

9. Complaints procedure and material responsibility

9.1. The TA has a responsibility towards the customer to provide them with all the services stated in the TC no matter if these services are to be provided directly by the TA or by its partners.

9.2. If the scope or quality of the services provided is lower than was previously agreed to in the TC, the customer has the right to file a complaint. The customer must file the complaint in such a way that it can be resolved without any delay, preferably on the spot with an authorized worker of the TA.

9.3. If the complaint is not immediately resolved and no reimbursement has been agreed on, an authorized worker of the TA will immediately, with the assistance of the customer, file a complaint protocol. This protocol must be signed by both the authorized worker and the customer. The customer will be given a copy of the protocol. This copy, signed by the authorized personnel, must be presented when claiming the reimbursement. The customer is obliged to file their complaint with the TA or the seller without any delay, no more than 1 month after the trip's completion.

9.4. The TA is not responsible for the quality of services provided by third parties in the trip's destination, for the quality of hotel services and other various services provided by other suppliers.

9.5. The TA is not responsible for any damages caused by the customer, a third party not associated with providing services, or an unavoidable event that the TA could not avert or prevent by using any means that can be reasonably expected from it.

9.6. If any damages are caused due to failing to meet the obligations put forward in the TC, the perpetrator of these damages must fully reimburse the TA. The perpetrator is freed from this obligation by proving that an exceptional, unforeseeable and insurmountable circumstance has kept the perpetrator from fulfilling their obligations put forward in the TC. The TA's obligation to cover any damages is limited in accordance with the regulations, which limit the damage coverage in the event of death, injury and the loss of or damage to one's luggage in air travel put forward in Convention for the Unification of Certain Rules relating to International Carriage by Air, signed in Warsaw on 12 October 1929 and the follow-up international documents signed at Haag, Guadalajara and Montreal, and Convention for the Unification of Certain Rules for International Carriage by Air signed in Montreal on 28 May 1999. The complaints regarding the loss, damage or late delivery of one's luggage are to be filed directly with the transport company.

9.7. If any damages have been made to the TA due to a customer failing to meet their obligations, the customer is obliged to reimburse the TA for them. These damages include any extra costs that have arisen in relation with providing extra services to: an ill or injured customer, a customer who has lost their travel documents, customers who had damaged their accommodation, vehicle or caused any damages to their fellow travellers. If the TA was averting damages that could have happened to the customers, it has the right to a full reimbursement of costs reasonably incurred and to a full reimbursement of damages that have been caused to it. The customer is also obliged to do everything that they can to repair the damage made to the good reputation of the TA.

10. Insurance

Compulsory contractual insurance of the TA according to Act No. 159/1999 Coll.

10.1. The TA has formed an insurance contract on the basis of which the customer who has entered into a TC has the right to the payment of insurance claims in the event of a bankruptcy of the TA, if the TA:

- a) does not provide the customer with transport from the trip destination back to the Czech Republic;
- b) does not reimburse the customer for a trip that was not realized;
- c) does not refund the difference in cost if the trip was only partially realized.

Travel insurance of the customer

10.2. Unless stated otherwise in the TC, the cost of travel does NOT include travel insurance. The TA recommends to the customer to enter into an insurance contract either through the TA or through an authorized third-party subject. With travel insurance (whether included in the price or formed afterwards), the insurance contract is always formed between the customer and the insurance company. In the case of an insured event, the TA is not authorized to assess the existence nor the scope of insurance claims that arise out of the insurance contract. In the case of an insured event, the TA will provide necessary cooperation, but will not pay medical fees etc. All recognized costs are paid for by the insurance company.

11. Consent to have one's photograph/video taken and the processing of personal data

11.1. The customer acknowledges the fact that the TA is authorized to process their personal data for the purposes of providing the experience defined in the TC. These personal data include: name, surname, personal identification number, sex, type of travel document, the travel document's identification number, expiry date of the travel document, date of birth, home address, e-mail address, information about potential allergies, medicaments or any health issues. In the event of a school trip, the TA is also authorized to process additional personal data of the students. These include: the school and class they are part of and personal data of their legal representative, including their name, surname, phone number, home address and e-mail address. The authorization to process personal data of the legal representative in the aforementioned scope also applies to any other trips in which under-age customers are participating.

11.2. For the purposes of providing the experience defined in the TC, the personal data stated in Act 11.1. will also be, in the necessary scope, provided to the TA's partners (such as hotels, airline companies, tour guides, insurance companies etc.). In the case of a school trip, all personal data of the students stated in Act 11.1. will be provided to the tour guide and the accompanying teacher. This personal data will also be provided to the accommodation service in a limited scope (no more than the student's name, surname, sex, age, date of birth, allergies, medicaments and health issues). If the target destination of the trip lies outside the European Economic Area, the customer acknowledges and agrees with the fact that their personal data will be provided to recipients in these third countries (namely hotels) or in other third countries (mainly airline companies). The information about whether there exists a directive of European Commission regarding data protection and the information about safeguards on data protection for the

transfer of personal data to third countries is provided by the TA on the customer's request, eventually it is possible to inform oneself at https://ec.europa.eu/info/law/law-topic/data-protection_en.

11.3. The customer also acknowledges the fact that handling their personal data also applies to the necessary extent to accessibility of said data to the employees of the TA and, in the case of on-line contact, also to those authorized to propagate the TA's business messages.

11.4. The TA is authorized to capture visual and audio recordings or be given visual and audio recordings by the other participants of the trip during the travel experience. Their use in advertising materials by the TA in both printed and electronic format is subject to the trip's participant's consent. In the case of under-age participants of the trip, the consent of their legal representative is required. This consent is a necessary prerequisite to participation in any cultural event organized by the TA and its partners.

11.5. The customer also acknowledges that the TA is authorized to process their personal data, including their name, surname, home address, phone number and e-mail address for the purposes of sending business messages pertaining exclusively to the TA's services. The TA is authorized to send these business messages via SMS, MMS, e-mail, the postal service or communicate via the phone. These business messages can be opted out of at any time by e-mailing a request to info@festamusicale.com or by clicking on an opt-out link which is a part of any business message.

11.6. The customer also acknowledges that the TA is, under certain conditions established by applicable law, obliged to provide personal data for purposes specified by the law.

11.7. The aforementioned provisions of Segment 11 of these Terms & Conditions also apply to persons on whose behalf the customer entered into a TC (travelling companions). By forming a TC, the customer also states that he is authorized to give consent for his travelling companions.

11.8. The customer as a subject of these personal data has certain rights pertaining to their protection. The full extent of these rights can be found on the website.

12. ADR and ODR clauses

12.1. In the case of a dispute caused in association with the TC, the customer has the right to an out-of-court solution via contacting Česká obchodní inspekce (the Czech trade inspection). Detailed information about the conditions of an out-of-court solution are available on the Czech trade inspection's website, www.coi.cz. A customer who has purchased goods or services via the internet, and is a consumer, can use the on-line dispute resolution clause. Detailed information about the conditions for resolving a dispute on-line can be found at <http://ec.europa.eu/odr>.

13. Applicable Law

13.1. TCs and other contracts formed by the travel agency Festa Olomouc s.r.o. (unless stated otherwise) are governed by Czech legislation. Problems not accounted for or accounted for only partially in the TC or other contracts are governed by the law of the Czech Republic, mainly by Act No. 159/1999 Coll. and Act No. 89/2012 Coll. of the Civil Order, as amended.

14. Final provisions

14.1. The customer is responsible for providing accurate personal information.

14.2. Should any discrepancies arise between details of a trip in catalogues/other trip offers and the TC, the latter shall prevail at all times.

14.3. All necessary information about passport and visa requirements and the deadlines for the visa application related to the trip/travel services can be found on the appropriate websites of Czech representative offices at <https://www.mzv.cz>

14.4. All necessary information about passport and visa requirements and the deadlines for the visa application related to the trip/travel services can be found on the appropriate websites of Thai representative offices at <http://www.mfa.go.th/main/en>

14.5. Attached to this information about the trip are the Terms and Conditions and Customer's Basic Rights – Trip-related Information according to Section 1 of Decree No. 122/2018 available at www.festamusicale.com. Please become closely acquainted with the content of said documents.

14.6. If there is a person with reduced mobility or person with specific needs in your group, please inform yourself about the possibilities for participation with the trip organizer at info@festamusicale.com.

14.7. These Terms and conditions shall enter into force on Jan 1, 2019.