

General Terms and Conditions of Participation

Please read the following General Terms and Conditions of Participation carefully. The conclusion of a contract for participation in a tourist event requires full acceptance of these Terms and Conditions of Participation.

§ 1. GENERAL PROVISIONS

1. Frost Group Mateusz Mróz - owner of the brands Skitour School, Mountain Climbing School, Splitboard Academy, Bike School and MTB Academy, Mont Blanc Pro Tours, permanent place of business Tadeusza Kościuszki 10 Street, 34-500 Zakopane, NIP: 7361581625, REGON: 363415292 (hereinafter referred to as "Frost Group Mateusz Mróz" or "Organizer"), is an organizer of tourist events. Direct contact with Frost Group Mateusz Mróz is possible at e-mail address: biuro@skitourschool.pl and telephone number +48 18 521 55 20.
2. Frost Group Mateusz Mróz is registered in the Register of Tour Operators and Entrepreneurs Facilitating the Purchase of Related Travel Services kept by the Marshal of the Malopolska Region under the number Z/6/2019. The Organizer is listed in the Central Register of Tour Operators and Entrepreneurs Facilitating the Purchase of Related Travel Services under the registration number 21668.
3. The rights and obligations of the Travelers and the Organizer are set forth in the Agreement issued on the basis of Article 384 § 1 of the Act of April 23, 1964. - Civil Code (Journal of Laws No. 16, item 93, hereinafter referred to as the "Civil Code") and the Act of November 24, 2017 on Tourist Events and Related Travel Services (Journal of Laws of 2017, item 2361, hereinafter referred to as the "Act"), the "Terms and Conditions of Participation in Tourist Events Organized by the Organizer (hereinafter referred to as the "Terms and Conditions of Participation") are an integral part of the contract for the provision of tourist services organized by Frost Group Mateusz Mróz. The Terms and Conditions apply to all tourist events organized by the Organizer and posted on the websites of its brands. When concluding the contract, the Traveler is obliged to carefully read the description of the tourist event and the "General Conditions of Participation". By concluding a contract for participation in a tourist event, the Traveler (on behalf of himself and other Travelers) agrees to the terms and provisions of this contract.
4. Whenever the Terms of Participation refers to:
 - "tourist service" (hereinafter referred to as "Tourist Service");
 - "tourist event" (hereinafter referred to as "Event");
 - "contract for participation in a tourist event" (hereinafter referred to as the "Contract");
 - "traveler" (hereinafter referred to as "Traveler");
 - "durable medium" (hereinafter referred to as "Durable Medium");

these terms are used in the Terms of Participation, with the meaning given to them by the provisions of Article 4, Section 1, Section 2, Section 3, Section 6 and Section 10 of the Law, respectively.

5. Whenever the Terms of Participation refers to an organizer (hereinafter referred to as "Organizer"), it should be understood to mean the term "tour operator" as defined in Article 4(8) of the Act, and therefore Frost Group Mateusz Mróz.
6. Current descriptions of the Events included in the offer of brands belonging to Frost Group Mateusz Mróz posted on the websites at: <https://skitourschool.pl/>, www.mountainclimbingschool.pl, <https://splitboardacademy.pl/>, <https://bikeschool.pl/>, <https://mtbacademy.pl/>, www.montblancprotours.com/ do not constitute an offer within the meaning of Article 66 § 1 of the Civil Code, but are an invitation to conclude an Agreement.
7. The data contained in the description of the Events are for information purposes only and are subject to change prior to the conclusion of the Agreement, subject to the requirement of informing the Traveler of the change specified in Article 40(3) of the Act.
8. Frost Group Mateusz Mróz and the Traveler shall provide each other with the information, statements and materials required by the Act or the Agreement upon acknowledgment of receipt in a manner appropriate to the type of durable medium agreed upon by the parties. Information or statements provided orally shall be recorded on the Permanent Media. If the Act requires that the information or statement be provided to the Traveler on a specific medium - the medium indicated in the Act will be used.

§ 2. CONCLUSION OF THE AGREEMENT

1. The contract can be concluded directly with Frost Group Mateusz Mróz using the following websites: <https://skitourschool.pl/>, www.mountainclimbingschool.pl, <https://splitboardacademy.pl/>, <https://bikeschool.pl/>, <https://mtbacademy.pl/>, www.montblancprotours.com/ or by email.
2. The person booking the Event must have full legal capacity. Conclusion of an Agreement on behalf of a minor requires written consent of parents or legal guardians, with signatures of parents or legal guardians certified by a notary public (if the minor is leaving without a parent or legal guardian). A person who concludes the Agreement or agrees to modify its contents, in the name and on behalf of a third party, may do so on the basis of a power of attorney in his possession. Persons for whose benefit the Agreement has been concluded may confirm the actions of the proxy by providing the Organizer with a signed Agreement or sending a power of attorney. In the absence of a power of attorney, the Agreement may be concluded for the benefit of a third party, but not on behalf of the third party.
3. Parents or legal guardians are responsible for damages caused during the Event by minors.
4. The person booking the Event (the first person listed on the booking confirmation/travel documents or the payer) assumes responsibility for payment of the entire price of the Event for all persons listed on the booking confirmation/travel documents. He/she is also responsible for communicating to the other persons the statements received from Frost Group Mateusz Mróz regarding the Event, as well as for communicating to the Organizer on behalf of these persons the information and statements related to the Event.
5. Before concluding the Agreement, it is the Traveler's responsibility to read the Standard Information Form (hereinafter referred to as the "SFI form") in accordance with Article 39, Paragraph 1 of the Act, constituting Appendix 1 or 2 to the Act, which is available on the Organizer's website. By accepting the regulations, the Traveler confirms that the "Event Information" has been presented by the Organizer in a clear, understandable and visible

manner that does not mislead the Traveler. The information to be presented by the Organizer is specified in Article 40, paragraphs 1 and 3 of the Act.

6. Prior to the conclusion of the Agreement, the Organizer may change the information provided to the Traveler in accordance with Article 40, paragraph 1 and paragraph 3 of the Act by informing the Traveler in a clear, understandable and visible manner of any change in information.
7. In the case of concluding the Agreement through the website, the Traveler confirms that he/she has been provided with the information required by the Act through the SFI form prior to making the reservation, and also with the Event Information prior to concluding the Agreement.
8. At the conclusion of the Agreement or immediately after its conclusion, a copy of the Agreement or confirmation of its conclusion shall be made available to the Traveler on a Durable Media.
9. The Agreement or confirmation of its conclusion shall include the information about the Event provided to the Traveler prior to the conclusion of the Agreement, as well as the full content of the agreements between the parties to the Agreement and the data and information specified in Article 42, paragraph 4 of the Act.
10. Prior to the commencement of the Event, the Organizer shall provide the Traveler with the necessary receipts, vouchers and tickets, as well as information on the scheduled departure time and, if applicable, the check-in date, as well as the scheduled times of intermediate stops, transport connections and arrival.

§ 3. TERMS OF PAYMENT

1. All Event prices are contract prices and include value added tax. The price of an Event is determined on the basis of applicable tariffs, prices, fees and exchange rates. The price of the Event does not include the cost of obtaining a passport, visa, immunizations, additional insurances, and the responsibility for obtaining them rests with the Traveler.
2. The amount of prepayment for the price of the Event is always listed on the Organizer's website. The prepayment must be received by the Organizer in the bank account indicated by the Organizer within 24 (in words: twenty-four) hours from the time of establishing the reservation.
3. The remaining amount to be paid for the Event, less the prepayment made, should be received by Frost Group Mateusz Mróz according to the form (transfer to bank account or cash on the spot) and schedule presented by the Organizer in the purchased offer on the website.
4. Refunds will be transferred by the Organizer only to the Traveler's bank account indicated by the Traveler, based on the instruction given by the person making the reservation (the first one listed in the reservation confirmation/travel documents or the payer).
5. The price on the concluded Agreement is binding and the Traveler does not have the right to request a reduction in the cost of the Event, if before or after the conclusion of the Agreement with the Traveler the price of the given Event has been reduced due to offers such as last

minute, another last minute offer reduction or other promotional actions conducted by the Organizer.

6. The Organizer reserves the right to terminate the Agreement with the Traveler whose payments are not transferred to the bank account of Frost Group Mateusz Mróz within the time limits specified in this paragraph.
7. In case the Traveler orders payment in a currency other than Polish zloty (PLN), all costs of conversion of foreign currency to Polish zloty and bank commissions charged by the bank of the Traveler shall be fully covered by the Traveler.
8. If the last day of the payment deadline falls on Saturday, Sunday or a public holiday, it is assumed by default that the deadline is extended to the first working day following the holiday.

§ 4. PASSPORT, VISAS, VACCINATIONS, HEALTH REQUIREMENTS

1. A traveler traveling outside the European Union must have a valid permanent passport (minimum 6 months from the date of return to Poland). The passport requirement also applies to children under 2 years of age. An identity card or passport is required when traveling to European Union countries. When the Traveler uses a temporary or diplomatic passport, it is recommended to contact the diplomatic post of the destination country before booking with the Organizer due to possible formal restrictions associated with such a passport.
2. A trip to a region of the world with a different climate or a low standard of hygienic and sanitary conditions requires the use of pre-selected prophylaxis. We recommend that you familiarize yourself with up-to-date information on potential health risks and related prophylaxis, available on the World Health Organization (WHO) website, the European Centre for Disease Prevention and Control (ECDC), as well as on the "Travel Information" page within the website of the Chief Sanitary Inspectorate (www.gis.gov.pl).
3. If there are medical contraindications for the Traveler to travel abroad and participate in the Event, the Traveler is obliged to inform the Organizer.
4. If participation in the Event is related to certain health requirements, information about this is included in the description of the Event.

§ 5. CHANGES OF SERVICES BEFORE THE BEGINNING OF THE EVENT

1. Frost Group Mateusz Mróz has the right to slightly change the terms and conditions of the Agreement before the commencement of the Event after informing the Traveler about it in a clear, understandable and visible manner on a Permanent Bearer in accordance with Article 46, paragraph 1 of the Act.
2. If the Organizer, prior to the commencement of the Event, is forced to change the main characteristics of the Event within the meaning of Article 46, Paragraph 2, Item 1 of the Act or is unable to meet special requirements (which the parties agreed to meet in the Agreement) within the meaning of Article 46, Paragraph 2, Item 2 of the Act, the Organizer shall immediately notify the Traveler of this in a durable medium. In this case, the Organizer may at the same time offer the Traveler a substitute Event, possibly of the same or higher quality.

3. In the notification referred to in paragraph 2 above, the Organizer shall inform the Traveler about:
 - 1) changes in the terms and conditions of the Agreement and the possible impact of such changes on the price;
 - 2) the reasonable period of time within which the Traveler is to inform the Organizer of his/her decision (i.e., whether the Traveler accepts the proposed amendment to the Agreement or withdraws from the Agreement with refund of all payments made and without obligation to pay a withdrawal fee, or withdraws from the Agreement and accepts a replacement Event);
 - 3) about the withdrawal from the Agreement for the return of all payments made and without the obligation to pay the withdrawal fee if the Traveler does not respond within the timeframe given by the Organizer;
 - 4) about the replacement Event and its price, if offered.
4. If the amendments to the Contract or the substitute Event, lead to a reduction in the quality or cost of the Event, the Traveler is entitled to a corresponding reduction in price. In the event that the Agreement is terminated due to the withdrawal of the Traveler under the conditions specified above, no later than 14 (in words: fourteen) days from the date of termination of the Agreement, the Organizer shall refund the payments made by or on behalf of the Traveler. The Traveler in such cases shall be exempt from paying the withdrawal fee. The provisions of par. 13 of these Terms and Conditions of Participation.
5. Change of air carrier, departure/arrival times and departure or return times (as long as the number of services does not change) do not constitute a change of the main characteristics of the Event within the meaning of Article 46, paragraph 2, item 1 of the Act.

§ 6. CHANGES OF SERVICES AFTER THE COMMENCEMENT OF THE EVENT

1. If any of the Tourist Services is not performed in accordance with the Agreement, the Traveler is obliged to notify Frost Group Mateusz Mróz (see paragraph 11 of these Conditions of Participation).
2. Frost Group Mateusz Mróz shall remove the non-conformity, unless it is impossible or involves costs that are disproportionately high in relation to the scope of the non-conformity and the value of the Tourist Services affected. In the event of failure to remove the non-conformity, the relevant application of par. 12 and 13 of these Terms and Conditions of Participation and the provisions of the Law.
3. In the event that it is impossible to ensure the return of the Traveler in accordance with the Agreement due to unavoidable and extraordinary circumstances, Frost Group Mateusz Mróz shall bear the costs of necessary accommodation of the Traveler, possibly of a category equivalent to that specified in the Agreement for a period of up to 3 (in words: three) nights.
4. The limitation on the duration of the provision of necessary accommodation to the Traveler referred to in paragraph 3 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 July 5, 2006 concerning the rights of disabled persons and persons with reduced mobility when traveling by air (Dz. Urz. UE L 204, 26.07.2006, p. 1), and any persons

accompanying them, pregnant women and unaccompanied persons under the age of 18 (in words: eighteen), as well as persons requiring special medical care, provided that the Organizer was notified of the situation of such persons at least 48 (in words: forty-eight) hours before the commencement of the Event.

5. **In case of program changes in the realized Event, and caused by inconvenient weather conditions (resulting from the current weather forecasts available on the relevant websites commonly used during mountain actions, observations at the place where the Event is to be realized in the field), the guide (instructor) shall inform the Travelers about it in advance, keeping in mind first of all their safety. On this account, the Travelers are not entitled to any claims against Frost Group Mateusz Mróz.**

§ 7. CANCELLATION OF THE EVENT

1. Due to the fact that Frost Group Mateusz Mróz organizes group travel events, it may terminate the Agreement and make a full refund to the Traveler of the payments made for the Event, without additional compensation or damages, if:
 - a) fails to reach the assumed group minimum and notifies the Traveler of the termination of the Agreement no later than:
 - 20 (in words: twenty) days prior to the start of the Tour Event lasting more than 6 (in words: six) days,
 - 7 (in words: seven) days before the beginning of a tourist event lasting 2-6 (in words: two to six) days,
 - 48 (in words: forty-eight) hours before the start of a tourist event lasting less than 2 (in words: two) days;
 - b) unavoidable and extraordinary circumstances occur, and shall notify the Traveler of the termination of the Agreement immediately before the commencement of the Event.
2. The Organizer, in the cases indicated in paragraph 1 above, shall refund the payments made for the Agreement within 14 (in words: fourteen) days from the date of its termination.
3. If the Event is canceled due to failure to reach the group minimum indicated in paragraph 1(a) above, the Traveler will be notified first by telephone or other available means, and then in writing or other durable medium.

§ 8. CONDITIONS FOR CANCELLATION OF THE TOURIST EVENT, WITHDRAWAL FROM THE CONTRACT

1. The Traveler may, at any time prior to the commencement of the tourist event, resign from participation in the tourist event (withdraw from the contract for participation in the tourist event). Statement of withdrawal from the Agreement shall be submitted in writing or in another durable medium to the email address available on one of the brand pages belonging to Frost Group Mateusz Mróz.
2. In the event of cancellation of the Agreement, the Traveler shall pay to the Organizer the cancellation fee for participation in the tourist event, regardless of the reason and date of cancellation, the amount of which is 100% of the cost of the Event without extras (such as: equipment rental). The amount for extras is the only refundable amount and can be returned to the account indicated by the Traveler in case of cancellation of the Traveler from the trip.

3. In the case of Travel Events for which payment is made in two installments, the Traveler is not obligated to pay the second installment if payment has not yet been made at the time of cancellation. Payment of the second installment shall be made on the date in accordance with the schedule of the purchased offer (section "Payments").
4. The Organizer informs that the Traveler has the option to purchase optional cancellation insurance at the time of purchase of the Tourist Event through one of the websites belonging to Frost Group Mateusz Mróz. Details of the optional insurance are available on the Organizer's website and on the booking form for the individual Event.
5. The Traveler may, without the consent of Frost Group Mateusz Mróz, transfer to a person fulfilling the requirements for participation in the Event all the rights to which he/she is entitled under the Agreement, if at the same time this person assumes all the obligations arising from the Agreement in accordance with Article 43, paragraph 1 of the Act. Fulfillment of the requirements for participation in the Event will be verified by the Organizer in each case. This transfer of rights and assumption of obligations (hereinafter referred to as "Event Transcription"), is effective against the Organizer if the Traveler gives notice of the Event Transcription in a durable medium specified in the Agreement within a reasonable period of time and if the Organizer confirms such possibility by e-mail (in some cases, it is not possible to change the name on an air ticket).
6. A notice given no later than 7 (in words: seven) days before the commencement of the Event shall in any case be deemed to have been given within a reasonable time.
7. If the cancellation of the Event entails additional costs for the Organizer, the Organizer shall demonstrate to the Traveler the reasonable and actual costs in accordance with Article 43, paragraph 3 of the Act when requesting payment of such costs.
8. For the unpaid part of the price of the Event and the costs incurred by Frost Group Mateusz Mróz as a result of the Event's Cancellation, the Traveler and the person taking over his rights are jointly and severally liable.
9. The Traveler is obliged to immediately inform the Organizer about the cancellation of participation in the Tourist Event. In the absence of such information by 5 days before the start of the Event, the Traveler is no longer entitled to reimbursement for extras (e.g. equipment rental).

§ 9. TRAVEL INSURANCE AND ADDITIONAL INSURANCES

1. The insurance taken out by Frost Group Mateusz Mróz for the benefit of the Travelers is of a basic nature, therefore each Participant should take out additional insurance if necessary. The travel insurance provider is directly responsible for the realization of travel insurance benefits. Neither the Organizer nor any other bureaus act as intermediaries in the payment of claims and have no influence on the insurer's decision to deny payment of claims.
2. The Traveler has the option to purchase optional cancellation insurance at the time of purchase of the Tourist Event through one of the websites belonging to Frost Group Mateusz Mróz. Details of the optional insurance are available on the Organizer's website and in the booking form of the individual Event.

§ 10. MANDATORY STATUTORY GUARANTEE OF THE TOUR OPERATOR

1. The Organizer has, in accordance with Article 7, Paragraph 1 and Paragraph 2 of the Act, financial security in the form of: Tourist Insurance Guarantee concluded with Signal Iduna Polska Towarzystwo Ubezpieczeń S.A. Contact the financial security provider: Signal Iduna Polska Towarzystwo Ubezpieczeń S.A., 9 Siedmiogrodzka St., 01-204 Warsaw, tel. 22 50 56 508, fax 22 50 56 444, e-mail: info@signal.iduna.pl (hereinafter referred to as "Insurer"). Travelers may contact this entity or, if applicable, the competent authority: Office of the Marshal of the Mazovian Voivodeship in Warsaw, 26 Jagiellońska Street, 03- 719 Warsaw, tel. 22 59-79-100, e-mail: urzymarszalkowski@mazovia.pl, if due to the insolvency of the Organizer, there will be a refusal to provide services.
2. The number of the guarantee, its amount, its duration and the name of the insurance company are given each time on the Organizer's website. Travelers can consult a copy of the Certificate of Insurance Guarantee on the website belonging to Frost Group Mateusz Mróz.
3. The insurance covers situations when Frost Grup Mateusz Mróz, contrary to its obligation, does not ensure the return to the country and covers the refund of payments made by the Travelers in case of non-performance of the Agreement, the Traveler should immediately contact the Insurer. The Insurer shall notify the competent Marshal and then pay the advance payment to cover the cost of return of the Travelers to the country within 3 (in words: three) working days counting from the date of receipt of a written instruction from the competent Marshal or the unit designated by him.
4. Disbursement of funds from the Insurance Guarantee shall be made within the scope of:
 - a) covering the cost of the Traveler's return from the Event to the place of departure or planned return from the Event;
 - b) covering the return of payments made for payment for the Event;
 - c) covering the return of a part of payments made for payment for an Event.

§ 11. COMPLAINTS

1. The Traveler is obligated to inform Frost Grup Mateusz Mróz or the representative of Frost Grup Mateusz Mróz at the place of realization of the Event of any discrepancies found during the realization of the Event. If inconveniences are found, the Traveler has the right to file a complaint in paper form by letter to: Frost Grup Mateusz Mróz, 10 Tadeusz Kościuszki Street, 34-500 Zakopane or electronically by e-mail to the address listed on one of the Organizer's websites.
2. The complaint should contain data allowing identification of the Traveler and the Event in which he participated (including, but not limited to, the number of the Agreement and the date of the Event or, if possible, only a copy of the concluded Agreement), the subject of the complaint, indication of discrepancies and specification of demands, and should be submitted within no more than 30 (in words: thirty) days from the date of completion of the Event.
3. If the complaint is submitted after the deadline, Frost Grup Mateusz Mróz is entitled to consider it ineffective. However, this does not prejudice or limit the rights of the Traveler to pursue claims through the courts before the expiration of the limitation period of 3 (in words: three) years.

4. The Traveler, in the course of consideration of complaints by Frost Grup Mateusz Mróz should ensure cooperation with the Organizer to the extent necessary to consider the complaint.
5. Response to the complaint will be given to the Traveler within 30 (in words: thirty) days of receipt by Frost Grup Mateusz Mróz. Response to the complaint will be given in the same form in which it was submitted. The deadline for response is considered to have been met if, on the last day of the above deadline, the complaint was sent by letter or e-mail in accordance with paragraph 1 above.
6. Complaints related to travel insurance may be submitted to the respective Insurers. Current contact details of the insurer and details of the complaint procedure are sent in the email with details of the Tourist Event.

§ 12. FROST GROUP MATEUSZ MRÓZ LIABILITY, EXCLUSION/LIMITATION OF LIABILITY

1. Frost Group Mateusz Mróz shall be liable for the performance of the Tourist Services covered by the Agreement, regardless of whether such services are to be performed by the Organizer or by other suppliers of the Tourist Services. If special regulations limit the scope or conditions under which compensation or indemnity is paid by the supplier of Tourist Services that are part of the Event, the same limitations shall apply to the Organizer.
2. The Traveler shall be entitled to a reduction of the price, for any period during which the non-conformity was found, unless it was caused by the exclusive act or omission of the Traveler. The provisions of par. 6 of these Terms and Conditions of Participation.
3. The price reduction, compensation or indemnity referred to in paragraphs 1-2 above shall be reduced accordingly if the Traveler takes advantage of the price reduction or indemnity referred to in Regulation (EC) No. 261/2004 of the European Parliament and of the Council of February 11, 2004. establishing common rules on compensation and assistance to passengers in the event of denied boarding or of cancellation or long delay of flights, repealing Regulation (EEC) No. 295/91 (Official Journal of the EU L 46, 17.02.2004, p. 1), Regulation (EC) No. 1371/2007 of the European Parliament and of the Council of 23 October 2007 concerning the rights and obligations of rail passengers (Official Journal of the EU L 315, 03.12.2007, p. 14), Regulation (EC) No. 392/2009 of the European Parliament and of the Council of April 23, 2009 on the liability of passenger carriers on maritime waterways in the event of accidents (Official Journal of the EU L 131 of 28.05.2009, p. 24), Regulation (EU) No. 1177/2010 of the European Parliament and of the Council of November 24, 2010. on the rights of passengers traveling by sea and inland waterway and amending Regulation (EC) No. 2006/2004 and Regulation (EU) No. 181/2011 of the European Parliament and of the Council of February 16, 2011 concerning the rights of passengers in bus and coach transport and amending Regulation (EC) No. 2006/2004, as well as other regulations.
4. The Traveler shall not be entitled to compensation or redress for non-compliance with the Agreement if the Organizer proves that it resulted from at least one of the following reasons:
 - a) the Traveler is at fault for the non-compliance,
 - b) the non-conformity is the fault of a third party, unrelated to the performance of the Tourist Services covered by the Agreement, and the non-conformity could not have been foreseen or avoided,

- c) nonconformity was caused by unavoidable and extraordinary circumstances,
 - d) the non-compliance was caused by unfavorable weather conditions or unfavorable weather forecast making it impossible to carry out the program (the decision to change the program is made by the Instructor).
5. Frost Group Mateusz Mróz excludes liability in relation to Travelers resigning from events during its duration, unless the resignation occurred in the cases specified in par. 6 of these Terms of Participation and the provisions of the Law. The Organizer does not guarantee a seat in the means of transport (bus, coach or airplane) in case of arbitrary (that is, not accepted by the Organizer) change by the Traveler of the place of boarding or departure.
 6. The Organizer shall not be liable for any refusal by the relevant border/immigration officials to allow the Traveler to enter a country, if such circumstance occurs solely due to an act or omission of such officials and for reasons not attributable to the Organizer. The provisions of par. 13 of these Terms and Conditions of Participation.
 7. The Organizer is not liable for loss or damage to luggage if the damage is the fault of the Organizer or a third party unrelated to the performance of the Tourist Services or was caused by unavoidable extraordinary circumstances.
 8. The Organizer is not responsible for the change of the program of the Event made at the request and with the consent of the Travelers. The Organizer is not responsible for agreements concluded by the Traveler at the place of stay with third parties, without the intermediation of the Organizer.
 9. Frost Group Mateusz Mróz limits the liability for non-performance or improper performance of Tourist Services during the Event to three times the price of the Event, but this does not apply to personal injury or damage caused intentionally by the Organizer or as a result of gross negligence.
 10. The liability of Frost Group Mateusz Mróz is also limited in cases specified in international agreements to which the Republic of Poland is a party.

§ 13. OBLIGATIONS OF FROST GROUP MATEUSZ MRÓZ

1. Frost Group Mateusz Mróz is obligated before the conclusion of the Agreement to provide the Traveler with the information listed in Article 40 of the Act.
2. Frost Group Mateusz Mróz is obliged to inform the Traveler about special risks to health or life at the place of the planned Event.
3. Frost Group Mateusz Mróz shall immediately provide appropriate assistance to the Traveler who is in a difficult situation, including in circumstances where it is impossible to ensure the return of the Traveler to the country in accordance with the Agreement due to unavoidable and extraordinary circumstances. The assistance referred to above shall consist, in particular, of providing: relevant information regarding health services, local authorities and consular assistance; assistance in the use of means of remote communication, including electronic means of communication, and in the use of substitute benefits.
4. The provisions of par. 6 of these Terms and Conditions of Participation.

5. The Organizer may demand a fee for providing the assistance referred to in paragraph 3 above, if the difficult situation arose due to the Traveler's sole intentional fault or gross negligence. The amount of the fee shall not exceed the actual costs incurred by Frost Group Mateusz Mróz.

§ 14. LIABILITY, RIGHTS AND OBLIGATIONS OF THE PASSENGER

1. The traveler shall be liable for damages caused to Frost Group Mateusz Mróz, other travelers, hotels, apartments, airlines and other such entities. The traveler shall be liable for damages to items belonging to these entities.
2. The traveler bears material liability for damage caused by his fault or fault in the supervision of persons for whom he is responsible, under the rules of the Civil Code.
3. The Traveler is entitled to the benefits of Frost Group Mateusz Mróz guaranteed by the Agreement. The Traveler is entitled during the event to use professional assistance and care of representatives of the Organizer.
4. The traveler concluding the Agreement undertakes to:
 - a) comply with passport, customs, health and other regulations of the country from which he travels and to which he travels. The traveler shall pay all costs arising from non-compliance with these regulations;
 - b) to have valid travel documents: passport (to countries outside the EU) and passport or identity card (to EU countries), or a tourist visa; the obligation to have a valid travel document also applies to children - regardless of their age;
 - c) to comply with the instructions and recommendations of representatives/employees of Frost Group Mateusz Mróz necessary for the proper implementation of the concluded Agreement;
 - d) to respect the provisions of the Agreement relating to transport, in particular to strictly adhere to the place and time of collection;
 - e) to observe the internal regulations concerning, in particular, order and safety issues in force at the carriers, hotels and other places where the Travel Services covered by the Agreement will be provided, as well as to follow the instructions of the staff of the aforementioned;
 - f) to observe the customs and foreign exchange regulations in force in the Republic of Poland and the countries of transit and destination;
 - g) to pay all local charges at the place of stay (e.g., local taxes, air-conditioning fees, deposits, hotel room telephone charges, use of the minibar, etc.). - under penalty of a claim by Frost Group Mateusz Mróz;
 - h) abide by the rules established by the instructor during the field activities and follow the instructor's instructions during the Tour Event.
5. The Organizer or the Instructor has the ability to remove the Traveler from the Tourist Event (without the possibility of a refund of the amount paid) in a situation where the Traveler does

not comply with the instructions of the instructor (thereby causing a threat to the health or life of himself or another participant in the Event).

6. Impeccable health of the Traveler is a prerequisite for participation in the Tourist Event. In case of changes in health condition limiting or preventing the Traveler's participation in the trip, occurring after enrollment in the Event or during the Event, the Traveler takes full responsibility for himself.

§ 15. PERSONAL INFORMATION

1. Frost Group Mateusz Mróz complies with the principles set forth in the Regulation of the European Parliament and of the Council (EU) 2016/679 of April 27, 2016. on the protection of natural persons in relation to the processing of personal data and on the free flow of such data and the repeal of Directive 95/46/EC (hereinafter referred to as "RODO"), including, in particular, adequately securing personal data against unlawful access to personal data by third parties, in particular, encrypting personal data, archiving personal data, evaluating personal data security measures, ensuring confidentiality, integrity, availability and resilience of processing systems and services.
2. The Administrator of the personal data of the Travelers is Mr. Mateusz Mróz conducting business under the name Frost Group Mateusz Mróz, permanent business address Tadeusza Kościuszki 10, 34-500 Zakopane, NIP: 7361581625, REGON: 363415292 (hereinafter referred to as "Administrator").
3. The Administrator can be contacted as follows: electronically at e-mail address: biuro@mountainclimbingschool.pl, at telephone number +48 694 325 271 or in writing to: Frost Group Mateusz Mróz, Tadeusza Kościuszki 10, 34-500 Zakopane.
4. Providing personal data is voluntary, but necessary for proper execution of the Agreement. Failure to provide personal data will result in the inability to perform the Agreement.
5. The Administrator collects and processes personal data of the Travelers in the following scope:
 - a) data contained in the reservation/purchase form on the websites <https://skitourschool.pl/>, www.mountainclimbingschool.pl, <https://splitboardacademy.pl/>, <https://bikeschool.pl/>, <https://mtbacademy.pl>, www.montblancprotours.com/ such as: name, surname, telephone number, e-mail address, address data (country, city, postal code, street and house/apartment number), date of birth, pesel number;
 - b) data contained in the contact form on the website, such as: name, surname, telephone number, e-mail address, and other personal data provided in the form regarding the inquiry made;
 - c) payment data (in case of payment by payment card/bank transfer), such as: first name, last name, payment card number, payment card expiration date, security code, address data (country, city, postal code, street and house/apartment number), bank account number, other personal data provided in the transfer title (if any);
 - d) other data related to the conclusion and execution of the Agreement: among others, additional personal data related to complaints made, series and number of identity

document (passport, proof), health information, biometric data (such as height, weight), gender, signature, image.

6. The Administrator processes personal data for the purpose of performing the Agreement, providing services under the Agreement and providing necessary settlements in connection with the Agreement, as well as for the purpose of realizing the Administrator's legitimate interests. Personal data in the scope of ordinary data are processed by the Administrator for the following purposes:
 - a) to enter into and perform the Agreement or to take action at the request of the data subject prior to entering into the Agreement (legal basis: Article 6(1)(b) of the RODO);
 - b) to fulfill the Administrator's obligations under the law, in particular the Act (legal basis: Article 6(1)(c) RODO);
 - c) to fulfill the legitimate interests of the Administrator, and in particular for archival, evidential, statistical, reporting purposes, to assert or defend against claims, as well as for marketing and promotion of the Administrator's products and services (legal basis: Article 6(1)(f) RODO);
 - d) In other cases, the personal data of Travelers in the scope of ordinary data will be processed only on the basis of previously granted consent, to the extent and for the purpose expressed therein (legal basis: Article 6(1)(a)).
7. If the Travelers agree to receive marketing communications to their e-mail address and telephone number, the legal basis shall also be Article 10 of the Act of July 18, 2002 on the provision of electronic services and Article 172 of the Act of July 16, 2004 - Telecommunications Law.
8. If the Travelers consent to the processing of their image - the processing shall be carried out on the basis of the consent granted for the free use of the image, constituting personal data, recorded in the form of audio/audio-video recording/photographs during the Event, without territorial and temporal limitations - the consent includes the use of the image both as independent material and as part of other works; The Administrator shall be entitled to make elaborations of the image allowing for its incorporation into a larger whole and so may combine it with other works, including audio-visual works, make extraction of individual layers of the material containing the image, including extraction of the audio and video layers; consent shall include use of the image for the promotional purpose indicated above; use of the image, which is at the same time its processing as personal data, shall mean: fixation and reproduction in any way, including in computer memory, on both digital and analog data carriers, by digital recording technique and by printing and reprographic technique (e.g. digital photos, printed posters); dissemination by placing copies on the market, dissemination without the intermediary of copies by displaying, reproducing, broadcasting, rebroadcasting in analog and digital format, in data communications networks (including the Internet), telephone networks and mobile devices (e.g. via - Facebook, Instagram, Google+, YouTube, Twitter, Pinterest, websites, in particular the Administrator's website); dissemination in mass media; the legal basis for processing is Article 81 (1) of the Act of February 4, 1994 on Copyright and Related Rights.
9. To the extent that the processed data may include special categories of data i.e. health data, biometric data - the Administrator shall process the data solely for the purpose of performing the Agreement (i.e. for the purpose of appropriate and correct selection of sports equipment

for training), the legal basis for the processing of the Traveler's data is consent under Article 9(2)(a) of the RODO.

10. The Administrator will process personal data for the period necessary to realize the purposes for which they were collected, i.e.:

- a) With regard to the execution of the Agreement concluded with the Administrator for the duration of the Agreement, and thereafter for the period resulting from the provisions of law or for the realization of the Administrator's legitimate interests, including the safeguarding and assertion of possible claims.
- b) In terms of fulfilling a legal obligation incumbent on the Administrator for the period and to the extent required by law.
- c) In case personal data will be processed in order to realize the legitimate interests of the Administrator referred to above for a period until such interests are realized or an objection to such processing is raised.
- d) Where personal data will be processed on the basis of consent - until such consent is withdrawn. To the extent that data is processed on the basis of separate consent of Travelers, they have the right to withdraw their consent at any time. However, this will not affect the lawfulness of the processing that was carried out before the withdrawal.

11. Personal data may be shared by Frost Group Mateusz Mróz with the following categories of recipients:

- a) authorized employees and associates of the Administrator;
- b) airlines, coaches, ferries, hotels, apartments and other accommodation providers, insurers, skydiving/skiing rentals/foreign contractors in connection with the performance of the Agreement;
- c) service providers supplying the Administrator with technical and organizational solutions, enabling the provision of services (in particular, courier and postal companies, IT service providers - including hosting providers, marketing entities, entities supporting accounting processes, legal and consulting service providers and their authorized employees and associates);
- d) entities to the extent of their use in the implementation of payment processes for purchased services - payment operators, being separate data controllers in this regard;
- e) public authorities, insofar as they are authorized to do so by applicable laws (upon presentation of an appropriate request by the authorities in question).

12. The Administrator will not transfer or authorize the transfer of personal data outside the EEA unless it takes the measures necessary to ensure that the transfer complies with the RODO. The measures in question may include, in particular, the transfer of personal data to a recipient in a country that, in accordance with a decision of the European Commission, provides adequate protection for personal data, or to a recipient in the United States that has certified compliance with the EU-U.S. Privacy Shield program.

13. In connection with the processing of data by the Administrator, Travelers have the following rights:

- a) The right to access the content of their personal data and to obtain information on, among other things, the categories of data and the purposes for which they are processed and to obtain a copy of the data (Article 15 RODO);
- b) The right to rectify inaccurate and complete missing data (Article 16 RODO);
- c) The right to request erasure of data - the so-called "right to be forgotten" (Article 17 RODO), in case: the personal data are no longer necessary for the purposes for which they were collected or otherwise processed; the data subject has withdrawn the consent on which the processing is based and there is no other legal basis for the processing; the data subject objects to the processing; the personal data were processed unlawfully; the personal data must be erased in order to comply with a legal obligation;
- d) The right to request the restriction of processing, i.e. the suspension of data operations or the non-removal of data, according to the request made (Article 18 of the RODO) in case: the data subject contests the accuracy of the personal data; the processing is unlawful and the data subject objects to the erasure of the personal data, requesting instead a restriction on its use; the Controller no longer needs the personal data for its purposes, but they are needed by the data subject to establish, assert or defend claims; the data subject has objected to the processing - until it is determined whether the legitimate grounds on the part of the Controller override the grounds of the data subject's objection;
- e) The right to object to processing (Article 21 of the RODO), which means that, notwithstanding the rights listed herein, the Traveler may object at any time to the processing of his/her personal data by the Controller based on the Controller's legitimate interests, including for direct marketing purposes. The objection shall be binding on the Controller unless the Controller demonstrates the existence of compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject or the existence of grounds for establishing, asserting or defending claims;
- f) The right to request the transfer of data processed by automated means when it is processed by the Administrator on the basis of consent or contract (Article 20 RODO), which means that the Traveler has the right to request that his or her personal data be sent by the Administrator directly to another controller, if technically possible;
- g) The right to withdraw at any time consent to the processing of personal data that is processed on the basis of consent, whereby this right does not affect the legality of the processing that was carried out on the basis of consent before its withdrawal;
- h) The right to lodge a complaint with the President of the Office for Personal Data Protection, if the Traveler considers that the processing of personal data is carried out in violation of the RODO.

§ 16. FINAL PROVISIONS

1. In matters not regulated herein, the provisions of the Act and the Civil Code shall apply accordingly.

2. Possible disputes, the parties will resolve amicably, and in case of failure to reach an agreement by the locally competent court. The use of out-of-court means of handling complaints and claims is voluntary. The provisions contained in this paragraph are for information purposes only and do not constitute an obligation on the part of Frost Group Mateusz Mróz to use out-of-court means of dispute resolution.
3. Frost Group Mateusz Mróz's statement of consent or refusal to participate in the proceedings on out-of-court settlement of consumer disputes is submitted by Frost Group Mateusz Mróz in writing or on another durable medium in the event that, following a complaint submitted by the consumer, the dispute has not been resolved. The rules for the conduct of proceedings on out-of-court resolution of consumer disputes and the obligations of entrepreneurs in this regard are defined separately in the provisions of the law (including, in particular, the Act of September 23, 2016 on out-of-court resolution of consumer disputes, Journal of Laws 2016, item 1823) or in the regulations applied by the relevant entities competent to resolve consumer disputes.
4. Detailed information on the possibility for a traveler who is a consumer to use out-of-court procedures for handling complaints and pursuing claims, as well as the rules of access to these procedures, may be available at the offices and websites of district (city) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, Provincial Inspectorates of Commercial Inspection, in particular also at the following website address of the Office of Competition and Consumer Protection: <https://uokik.gov.pl/download/25884>
5. The President of the Office of Competition and Consumer Protection keeps an open register of entities authorized to conduct proceedings for out-of-court settlement of consumer disputes. A traveler who is a consumer has the following examples of out-of-court means of handling complaints and claims: The Traveler shall be entitled to apply to the permanent amicable consumer court referred to in Article 37 of the Act of December 15, 2000 on Commercial Inspection (Journal of Laws 2001 No. 4 item 25, as amended), with a request to resolve a dispute arising from the concluded Agreement; The Traveler shall be entitled to apply to the regional inspector of the Commercial Inspection, in accordance with Art. 36 of the Act of December 15, 2000 on Commercial Inspection (Journal of Laws 2001 No. 4 item 25, as amended), with a request to initiate mediation proceedings for out-of-court settlement of disputes between the Traveler and Frost Group Mateusz Mróz. The Traveler may obtain free assistance in resolving the dispute by also using the free assistance of the district (city) consumer ombudsman or a social organization whose statutory tasks include consumer protection (such as the Federation of Consumers, the Association of Polish Consumers). A traveler can file a complaint through the ODR online platform: <http://ec.europa.eu/consumers/odr/>. The ODR platform is also a source of information on forms of out-of-court settlement of disputes that may arise between businesses and consumers.
6. These Terms and Conditions of Participation are valid for Events executed from 1.11.2024.