# GENERAL TRAVEL TERMS AND CONDITIONS

**KNOCKOUT TRAVEL d.o.o.**

**For the Snowattack Student programme**

## RESPONSIBLE TRAVEL ORGANISER

KnockOut Travel d.o.o.
Registered office: Slavka Cindrića 5b, 51000 Rijeka, Croatia
OIB: 39168820667
EUID: HRSR.040420567
MBS: 040420567 (company register of the Ministry of Justice of the Republic of Croatia)
Director and Office Manager: Ivor Brunjak

## 1. GENERAL PROVISIONS

These General Travel Terms and Conditions form an integral part of the Contract concluded between KnockOut Travel d.o.o. (a licensed travel agency) and the traveller ordering a selected trip, excursion, travel package or other service offered within the scope of the travel agency's activities. If a programme or offer (website) contains a special provision that differs from these General Terms and Conditions, the provision or condition published in the relevant programme or offer shall apply.

These General Travel Terms and Conditions also regulate the booking, payment and use of services offered at KnockOut Travel offices, in the online store available at www.knockout-travel.hr, and on the related subdomains and pages of projects organised by KnockOut Travel, as well as the handling of complaints.

KnockOut Travel is the Seller, and the Customer is any visitor who books at least one service from the Seller at a KnockOut Travel office, by e-mail or through the online store.

For the Snowattack Student programme, Festival Travel International Kft. (hereinafter: FTI) acts as a customer-service support provider and travel intermediary for KnockOut Travel d.o.o. FTI is not the organiser of the travel package. The travel contract is concluded between the Customer/traveller and KnockOut Travel d.o.o.; KnockOut Travel d.o.o. is responsible for performance of the travel package and for all decisions and obligations falling within the organiser's responsibility. Without KnockOut Travel's prior decision, FTI is not entitled to decide on refunds, compensation, changes to accommodation, transport, ski passes or any other travel service, or on any material amendment of the travel contract.

The Customer is responsible for the accuracy and completeness of the information provided during booking and/or purchase. The Seller shall not be liable for any damage resulting from incomplete or inaccurate information supplied by the Customer.

Under consumer-protection legislation, minors and persons fully lacking legal capacity may not make purchases by distance selling; only their legal representative may act on their behalf. A person with limited legal capacity may conclude a Contract only with the consent of their legal representative.

## 2. CONTENT OF THE TRAVEL PACKAGE

As organiser, KnockOut Travel warrants that the programme will be performed in accordance with the package description contained in each published programme. The package shall be provided in full and

as described, except in extraordinary circumstances, including in particular war, civil unrest, strike, terrorist act, public-health disruption, natural disaster, intervention by an authority, or delay of an aircraft or other means of transport. For better organisation and in the Customer's interest, the organiser reserves the right to make minor programme changes, including changes to the order and timing within the specified period and to optional services.

Access to the Snowattack event provided as part of the Snowattack Student travel package is a service element of the package and does not constitute a separate ticket purchase independent of the travel package. In the event of cancellation by the traveller, or amendment or termination of the package, access to the event follows the legal treatment of the package as a whole and is governed by these General Travel Terms and Conditions. Event tickets purchased independently of the travel package are subject to separate ticket-sales terms and conditions, which are made available and accepted during the separate ticket-purchase process.

## 3. PRICE OF THE TRAVEL PACKAGE

Package prices are published in euro (EUR), include the statutory VAT applicable to the relevant programme, and are valid from the date the programme is published. For the Snowattack Student programme, where payment is made in HUF at the Hungarian office of Festival Travel International Kft., the HUF equivalent of the amount due in EUR shall be determined using OTP Bank's foreign currency selling exchange rate applicable on the date of payment.

The organiser reserves the right to change published prices if the cost of accommodation, transport or other services changes. In accordance with applicable law and the Contract, an increase of up to 8% of the basic price does not require the Customer's consent; the increase shall be calculated in respect of all paid portions of the package. If the increase exceeds 8%, the Customer may accept the amendment, accept a substitute package offered by the organiser, or terminate the Contract without liability for compensation.

After receiving information affecting the price, KnockOut Travel shall inform the Customer of the price change without delay, together with the reasons for it, and in any event no later than 20 days before the start of the trip.

The programme may provide that certain services are to be paid for by the traveller at the destination. Complaints concerning such services must be submitted directly to the service provider at the destination.

Indicative prices of optional services abroad, admission tickets, taxes and similar items may also be stated in other currencies. These prices are for information only and are subject to exchange-rate fluctuations. For the Snowattack Student programme, payments made in HUF at the Hungarian office of Festival Travel International Kft. shall be converted from EUR using OTP Bank's foreign currency selling exchange rate applicable on the date of payment.

## 4. APPLICATION AND CONCLUSION OF THE CONTRACT

The Customer voluntarily provides the information required for booking, conclusion of the Contract and subsequent performance. KnockOut Travel undertakes to process such data responsibly and in accordance with applicable law.

Application is made by completing the registration form, whereby the Customer confirms that they have read and accepted the General Terms and Conditions. Online forms are available on the official KnockOut Travel website and on individual project websites ("I accept the travel terms and conditions").

Based on the registration form, KnockOut Travel sends an Offer and Travel Contract. The Contract is issued electronically and is valid without a stamp or the signature of the responsible person. The Customer confirms acceptance of the Offer and Contract by making the first payment, whether a booking deposit or the full amount. From that point, these General Travel Terms and Conditions and the programme are legally binding on both the Customer/traveller and the organiser. The Terms and Conditions are available in print at the office, digitally on the official website, and as an annex to the Travel Contract.

The Customer must provide all required information and documents specified in the programme and pay the deposit. The Customer bears the costs and consequences arising from incorrect information.

Any person who books and/or pays on behalf of several travellers declares that they are authorised to represent all named travellers and undertakes to provide them with all material information and these General Terms and Conditions.

Under the General Data Protection Regulation (GDPR), KnockOut Travel requests only data necessary for the booking and performance of the service. For insurance, air or sea transport, cruises and other special services, additional data may be requested, such as the Croatian personal identification number (OIB), identity-card or passport number and expiry date; such data may be transferred to contractual partners where necessary for performance. If the traveller refuses to provide the data, the agency shall not be liable for the resulting costs, consequences or failure of the service.

Where KnockOut Travel acts as an intermediary, the service provider may use transferred data only within the scope of its contractual and statutory obligations and only for the purpose authorised by the Customer, namely conclusion and performance of the contract.

Snowattack Student is a special programme intended for students. Eligibility for the discounted/student package is subject to the student-status requirements specified in the relevant programme. KnockOut Travel and FTI, acting as the customer-service support provider for the Snowattack Student programme, may verify eligibility both during registration and at the start of the trip. If the traveller fails to present the required valid student card, certificate of student status or other specified evidence, the traveller must pay the surcharge specified in the programme; failing payment, KnockOut Travel may refuse performance and/or apply the cancellation terms applicable to the Contract.

The organiser shall send the contracting party the Final Travel Information Sheet (information letter), containing departure and destination information and, where applicable, vouchers, within a reasonable time and no later than one day before departure for one- to two-day trips and three days before departure for trips longer than two days. KnockOut Travel shall not be liable for an incorrect e-mail address, failure to check e-mail folders, including promotions and spam, or failure to read the information. Anyone who has not received the information must notify the agency.

## 5. AMENDMENT AND TRANSFER OF THE CONTRACT

Unless otherwise stated in the programme, and provided the organiser can accommodate a request to amend an already confirmed package or service, the amendment fee is EUR 13 per occasion per person. If the amendment is requested within 10 calendar days before the start of the trip or event, the fee is EUR 20 per occasion per person. An amendment requested on the day the trip or event starts costs EUR 30 per occasion per person, provided KnockOut Travel can make the amendment. The amendment fee does not include any price difference between the original and amended service or any additional costs charged by service providers, which must also be paid by the Customer. If an amendment is impossible for reasons outside KnockOut Travel's control, the original booking shall remain valid at the traveller's choice, or, if the traveller cancels, the terms of Section 12 shall apply.

The Contract may be transferred to another person only at the Customer's request, with the consent of all service providers and subject to payment of any fees required by them.

A festival ticket may be transferred only if permitted by the organiser's conditions and after payment of the applicable fee. A ticket to a sporting event may be transferred only with the organiser's consent and in accordance with specific legislation, including rules on the prevention of disorder at sporting events. An insurance policy may not be transferred to another person.

## 6. PAYMENTS

The deposit, instalment or full package price may be paid by online bank transfer/general payment order to the agency's account, through an online payment link, or via the online store. Online payments are processed through the WSPay™ system.

For the Snowattack Student programme, the traveller may also make payments in HUF by cash or bank card at FTI's office in Hungary, where FTI acts as a customer-service support provider and travel intermediary for the Snowattack Student programme, based on specific authorisation from KnockOut Travel. The HUF equivalent of an amount stated in EUR shall be determined using OTP Bank's foreign currency selling exchange rate applicable on the date of payment. Payment by the traveller is deemed completed when received by FTI. FTI shall account to KnockOut Travel for customer funds received in accordance with the separate agreement between the parties and the applicable laws from time to time.

Unless otherwise provided, the deposit is 40% of the package price and the remaining 60% must be paid no later than 45 days before the start of the service or programme. Where payment is made in instalments, all deadlines must be observed. In the event of late payment, KnockOut Travel is entitled to charge a late-payment contractual penalty of EUR 20 per booking for each commenced day of delay. Failure to meet a payment obligation constitutes a breach of contract and the Seller may terminate the Contract and/or apply the cancellation rules set out in these General Travel Terms and Conditions.

In the www.knockout-travel.hr online store and on related pages, payments may be made using Maestro, MasterCard, Visa and Diners cards. The Customer is redirected to a secure page where personal and card details are entered. Full card details are never accessible to KnockOut Travel. Data entry and transmission are carried out in real time through the WSPay online authorisation system in compliance with card-scheme requirements and the PCI DSS standard.

A system notification confirming successful payment is sent to the e-mail address of the booking holder; the promotions and spam folders should therefore also be checked. Agency staff are available to assist with payment deadlines and verification of transactions.

Card payments may be made in multiple amounts. Accepted debit cards: Maestro, Visa Electron; accepted credit cards: MasterCard, Diners, Visa.

WSPay is an advanced and secure online card-payment system. Card details are confidential from the moment of entry and are transmitted in encrypted form from the browser to the issuing bank. Neither KnockOut Travel nor WSPay staff have access to the complete data; sensitive data are handled by a separate secure system core.

WSPay acts as a processor in accordance with Regulation (EU) 2016/679 and PCI DSS Level 1 requirements, using a 256-bit SSL certificate and TLS 1.2 protocol. Data processed for payment and performance of the Contract are confidential. For cards participating in the 3-D Secure programme, the bank performs additional authentication by token or password. WSPay treats the data as banking secrets and only for their intended purpose; the system is protected by strict access controls, continuous security monitoring and vulnerability testing.

## 7. OBLIGATIONS OF THE ORGANISER

The organiser must arrange the services and select service providers with the diligence expected of a prudent organiser and must protect the traveller's rights and interests in accordance with accepted good practice in tourism. The organiser must provide all services included in the programme and is responsible for their total or partial non-performance. Minor programme changes may be made for better organisation.

## 8. THE ORGANISER'S RIGHT TO CANCEL OR MODIFY THE PROGRAMME

The organiser may terminate the Contract and refund the full package price paid, without further compensation, if the required minimum number of participants is not reached. Notice must be given no later than 20 days before a trip lasting more than six days, 7 days before a trip lasting between two and six days, and 48 hours before a trip lasting less than two days.

Unless otherwise stated in the programme, the minimum number of participants is: 40 for coach transport; 20 for scheduled flights within Europe; 15 for intercontinental scheduled flights; 80% of aircraft capacity for specially chartered flights; and the number specified in the relevant programme for train or hydrofoil travel.

KnockOut Travel may cancel the Contract in whole or in part if, before or during performance, an extraordinary, unforeseeable and unavoidable circumstance arises which, had it existed at the time of contracting, would have justified not entering into the Contract. In the event of cancellation due to unavoidable and extraordinary circumstances, the traveller shall be informed without undue delay and all sums paid for services not performed shall be refunded in full, without further compensation.

The date and time of departure may be changed due to timetable changes or force majeure; the itinerary may also be changed, without separate compensation, due to changed circumstances such as a new timetable, strike, uncertain security situation, threat of terrorism or war, natural disaster or another cause outside the agency's control. The agency shall not be liable for programme changes caused by force majeure, but shall, where circumstances permit, provide the service in another form.

If the agency cancels, the full package price shall be refunded, but the costs of visas, insurance, vaccinations or other services required for the programme shall not be refunded.

KnockOut Travel shall not be liable for delays of coaches, aircraft, ships or trains, or for resulting programme changes and costs. This does not exclude the carrier's liability under international conventions and applicable law. In accordance with good business practice, the agency will provide assistance, which the traveller may accept or decline taking into account any additional costs.

The agency has no control over weather, traffic congestion, accidents, roadworks, special traffic arrangements, the situation and inspection practices at border crossings, or the mandatory rest periods of coach drivers recorded by tachograph; it shall therefore not be liable for longer journey times resulting from these circumstances.

If the booked accommodation is unavailable at the destination, the agency shall provide substitute accommodation of the same or a higher category at its own expense. A traveller who rejects substitute accommodation of equal or greater value may not subsequently claim reimbursement or compensation.

The agency shall notify the traveller without delay of all material changes. These include an exceptional change to the departure/return date, a change of means of transport, route or accommodation capacity, or cancellation of a service forming part of the programme. The right to make minor organisational changes remains reserved.

## 9. OBLIGATIONS OF THE TRAVELLER

The traveller must ensure that they, their documents and belongings comply with the border, customs, health and other rules of their home country and the destination country; must comply with the house rules of hospitality and accommodation establishments; and must cooperate in good faith with the organiser's representative and service providers. The traveller is responsible for damage resulting from breach of these obligations.

The traveller must disclose at the time of booking any special travel or accommodation requirements and any special care or dietary needs due to health conditions. Such needs may include extra space or a larger bed due to height or weight, special transport, accessible accommodation, frequent rest stops, or a special diet. The agency will endeavour to arrange these and will state before contracting whether they can be accommodated. A person who contracts despite being informed that a requirement cannot be met waives any complaint or compensation claim in that respect.

If the traveller fails to disclose a requirement at the time of booking and it later cannot be met, this shall not be grounds for termination of the Contract by mutual agreement or for compensation.

The traveller must inform themselves, read the documents received and act in accordance with them. The organiser is not liable for lack of information caused by the traveller's own negligence. The Final Travel Information Sheet is sent to the provided e-mail address; failure to receive it must be reported by the traveller. During the trip and at the destination, the organiser's instructions must be followed. Information may be provided through brochures, information posters, the tour leader for group travel, the local representative and the stated emergency telephone number.

## 10. IMPROPER CONDUCT OF THE TRAVELLER AND LIABILITY FOR DAMAGE

Improper conduct disrupting the trip, damage to accommodation, a means of transport or another facility, or the creation of conflict may result in the traveller being sent home early at their own expense, without refund for unused services. The agency is not obliged to protect the traveller against measures taken by local security authorities.

The traveller must comply with all applicable laws and rules of Hungary, the transit and destination countries, as well as the event and service venues. In particular, possession, consumption, transfer or distribution of narcotics or other unlawful psychoactive substances is prohibited. Breach of this rule, or obstruction of a lawful inspection relating to it, may result in exclusion from the trip and/or event. Where exclusion is attributable to the traveller, the traveller is not entitled to a refund for unused services or to compensation and must bear all resulting additional costs.

Where the offender is a minor, the parent/legal representative must, at their own expense, travel to the destination, assume supervision of the minor, cooperate with local authorities and arrange the minor's return home.

Every traveller must comply with the rules and house rules at the destination and use services in good faith. The organiser will not pay for damage caused by the traveller.

Accommodation providers may require a card or cash deposit at check-in. Details will be stated in the Final Travel Information Sheet. In the event of damage, the accommodation provider may retain the deposit in whole or in part and may charge additional amounts for damage exceeding the deposit. The matter may be settled directly with the traveller, or a police report may be filed.

If the person responsible for damage cannot be identified, but the damage can be linked to a specific accommodation unit or to a clearly identifiable group of travellers, the deposit of the relevant accommodation unit or traveller group may, subject to the accommodation provider's rules and

applicable law, be used to settle the damage. Every traveller is required to comply with local rules and social norms and to respect the property of others.

## 11. INTERRUPTION OR MODIFICATION OF THE TRIP BY THE TRAVELLER

The traveller may interrupt an ongoing trip at their own discretion by written declaration. After returning home, the traveller is not entitled to reimbursement, regardless of cancellation insurance. During the trip, the programme or contracted services may be modified only with the prior written consent of a local representative authorised by KnockOut Travel. The responsible organiser must be informed of such modification no later than eight days after the traveller's return home.

## 12. CANCELLATION OF THE TRIP BY THE TRAVELLER

The traveller may cancel the travel package in writing before departure. Cancellation may be submitted to KnockOut Travel or, for the Snowattack Student programme, to FTI in its capacity as customer-service support provider. Cancellation becomes effective when the written cancellation notice is demonstrably received by KnockOut Travel or FTI. Failure to appear without a separate cancellation notice also constitutes cancellation, with the cancellation time deemed to be the scheduled start of the trip.

The final cancellation terms for the Snowattack Student programme, based on the period before the start date of the trip, are as follows:

- cancellation more than 60 days before departure: EUR 130/person;
- cancellation 60–31 days before departure: 70% of the total participation fee;
- cancellation 30–20 days before departure: 90% of the total participation fee;
- cancellation within 19 days before departure or no-show: 100% of the total participation fee.

The cancellation fee is calculated on the basis of the total participation fee applicable to the relevant traveller. If an ancillary service related to the travel package is subject, under the service provider's own terms, to a stricter cancellation cost that is documented and actually incurred, the applicability of that cost may be specifically stated in the individual offer or programme conditions. The cancellation fee of EUR 130/person applicable to cancellations made more than 60 days before departure serves in particular to cover costs already committed by the organiser for the performance of the programme which are non-refundable or only partially refundable by service providers, especially accommodation providers.

The administration fee for the Snowattack Student programme is EUR 15/person. The administration fee serves to cover bank charges, system-use fees and non-refundable transaction and administrative costs charged by third parties in connection with the booking. The administration fee is excluded from the calculation base of the cancellation fee/contractual penalty. If the traveller cancels the travel package or fails to appear, the administration fee is non-refundable and shall remain in full with the organiser, KnockOut Travel d.o.o.

The traveller must make the cancellation declaration in a verifiable manner. The provisions of this Section 12 apply to the effectiveness of cancellation and to no-shows.

## 13. CLASSIFICATION AND DESCRIPTION OF SERVICES

Descriptions of hotels, apartments and other accommodation units are based on the official classification valid when the programme is issued. Classification, catering, comfort and services are supervised by local tourism organisations. Standards in different locations are not necessarily comparable. The organiser shall not be liable for oral or written information that conflicts with the service description in the programme.

## 14. ACCOMMODATION IN ROOMS, APARTMENTS AND OTHER ACCOMMODATION UNITS

Unless the Customer has expressly booked an accommodation unit with specific characteristics, the Customer must accept any unit officially registered for letting and described in the catalogue or price list. The organiser will, where possible, attempt to meet requests relating to comfort, orientation, floor or other characteristics, but does not guarantee them.

KnockOut Travel is required to guarantee only those special accommodation requests that were ordered in advance by the traveller, for which any applicable surcharge was paid, and which KnockOut Travel confirmed in writing. Once the traveller has accepted suitable substitute or modified accommodation at the destination, no further change of accommodation may be demanded on the same grounds.

For trips under educational supervision, the organiser allocates accommodation in consultation with the supervisors. If a parent/legal representative insists on an allocation contrary to the supervisors' request or recommendation, they must accept all consequences in writing. The organiser may refuse a request that materially affects the safety of a minor.

If fewer travellers register for a room or apartment than its capacity, the travellers will be informed in due time that they may be placed with other travellers in a larger unit; grouping will be carried out by gender and approximate age group.

## 15. EMPTY BEDS IN APARTMENTS, HOTEL ROOMS AND OTHER UNITS

For packages priced per person, if fewer persons book than the capacity of the accommodation unit – for example one person in a double room, three persons in a four-person apartment, or four persons in a six-person apartment – the agency may charge for the empty beds or fill the unit with other travellers. If the Customer does not wish to share with others, or the agency does not find additional travellers, the cost of the empty beds shall be added to the base price and divided equally among the persons booking. Unless otherwise stated in the price list, the single-occupancy surcharge is 50% of the base price.

## 16. HEALTH REQUIREMENTS AND PROTECTION

Under World Health Organization requirements, travel to certain countries is permitted only with vaccination and appropriate certification. Any requirement introduced after conclusion of the Contract must also be complied with and does not constitute grounds for termination of the Contract, unless vaccination is medically contraindicated for the traveller, which must be evidenced by a medical certificate.

## 17. SAFETY REQUIREMENTS

Local security authorities at the destination issue recommendations and implement measures. In an emergency, the traveller must comply with official instructions.

When assessing travel safety, KnockOut Travel shall take into account official travel restrictions, prohibitions and security measures issued by the competent authorities of the country of departure, any transit country and the destination country. If a binding measure of a competent authority makes performance of the trip objectively impossible, the organiser shall act in accordance with applicable law and these General Travel Terms and Conditions.

## 18. TRAVEL INSURANCE

Unless otherwise stated, KnockOut Travel programmes do not include health insurance for unexpected illness or accident abroad or any other travel insurance. At the time of booking, the seller will offer, among other things, accident and sickness insurance, baggage damage and baggage loss insurance, overseas health insurance, trip-cancellation insurance, assistance insurance and repatriation insurance.

Certain policies, such as trip-cancellation insurance, may be taken out only when the Contract is concluded.

ALL CUSTOMERS ARE ADVISED TO TAKE OUT HEALTH INSURANCE AND TRIP-CANCELLATION INSURANCE. For the Snowattack Student programme, at the traveller's express request, the insurance is arranged with Európai Utazási Biztosító Zrt. (EUB) by Festival Travel International Kft., acting as EUB's tied insurance intermediary. The content, terms, benefits and claims procedure of the insurance are governed by EUB's terms and conditions in force from time to time. In the event of an insured event, the insured person may claim benefits in accordance with EUB's terms; FTI provides customer-service assistance in connection with the insurance and the documents required for a claim notification.

For skiing, snowboarding and other higher-risk winter sports, the traveller must arrange insurance cover that extends to the relevant sport and, where necessary, mountain rescue and repatriation. The traveller bears all costs resulting from inadequate insurance or the absence of insurance.

## 19. TRAVELLER'S BAGGAGE

Unless otherwise stated in the programme or offer, 15 kg of baggage may be carried free of charge on charter flights and 18 kg on scheduled flights and coaches. The carrier may charge for every kilogram of excess baggage. Children under two years of age have no free baggage allowance.

For a winter Snowattack Student coach trip, in addition to the standard baggage specified in the relevant programme, each traveller may carry no more than one set of ski or snowboard equipment in the manner specified in the programme. A ski/snowboard bag may be used only for the sports equipment and items directly associated with it. KnockOut Travel accepts no liability for damage to or loss of other items placed in such a bag. The advertised limit on the number of baggage and equipment items may be exceeded only with KnockOut Travel's prior written approval and subject to payment of any applicable surcharge.

KnockOut Travel shall not be liable if baggage cannot be transported because the permitted number of items, weight or dimensions have been exceeded. Travellers are responsible for their own baggage and personal belongings; the organiser shall not be liable for their loss, damage or theft at accommodation. Baggage insurance and the use of a safe are recommended.

## 20. INSURANCE IN THE EVENT OF THE ORGANISER'S INSOLVENCY

In the event of KnockOut Travel's insolvency, travellers already on a trip and those who have paid a deposit must contact as soon as possible the insurer named in the Contract or other appropriate document. TRAVEL PACKAGE INSOLVENCY GUARANTEE POLICY: 2G8140400074 – Croatia osiguranje d.d., Rijeka Branch, Rijeka, Croatia; 051/207-102; info@crosig.hr.

Under the Croatian Tourism Services Act, KnockOut Travel holds liability insurance covering damage arising from non-performance, partial performance or defective performance of its obligations relating to travel packages. LIABILITY INSURANCE POLICY: 5541410007G7, Croatia osiguranje d.d., Rijeka Branch; 051/207-102; info@crosig.hr.

## 21. COMPLAINT HANDLING

If a service is incomplete or of inadequate quality, the traveller may submit a written complaint and request proportionate remedies in accordance with applicable law, including in particular a price reduction or compensation. Every contracting traveller is entitled to complain about a service that was not performed or was not performed properly.

For any complaint relating to any element of the Snowattack Student travel package - including access to the event, admission and event services provided as part of the package - KnockOut Travel d.o.o., as the responsible Travel Organiser, is the addressee and is responsible for the substantive handling of the complaint. A complaint may be submitted directly to KnockOut Travel in person, by post to KnockOut Travel d.o.o., Slavka Cindrića 5b, 51000 Rijeka, Croatia, or by e-mail to info@knockout-travel.hr. For the Snowattack Student programme, FTI, acting as travel intermediary and customer-service support provider, may also receive complaints at info@snowattack.hu and shall forward them to KnockOut Travel. Receipt of the complaint by FTI is deemed, from the traveller's perspective, to constitute notification at the time of receipt.

The traveller does not need to distinguish between KnockOut Travel and FTI based on which party or subcontractor actually provided the service concerned; the substantive handling of any complaint relating to the travel package is in all cases the responsibility of KnockOut Travel.

Complaint procedure:

1. The traveller must report any defect without undue delay to the organiser's representative or, if there is no such representative, to the relevant service provider or the Snowattack Student on-site customer service, and must reasonably cooperate in resolving the issue on site. Acceptance or refusal of an on-site solution offered does not in itself affect the traveller's right to submit a subsequent complaint; the merits of the complaint shall be assessed in light of all the circumstances of the case.

2. At the Snowattack Student programme venue, a written complaint record may be drawn up at the traveller's request in the name of KnockOut Travel d.o.o. The date on which the record is drawn up shall be deemed the date on which the complaint is submitted. FTI, acting as customer-service support provider, shall forward the record to KnockOut Travel without delay.

3. If the issue cannot be resolved on site, the traveller is entitled to submit a written complaint and supporting documents - including receipts for any additional expenses - directly to KnockOut Travel or through FTI.

4. Complaints relating to the travel package shall be investigated by KnockOut Travel d.o.o., and a written response shall be issued in the name of KnockOut Travel. KnockOut Travel shall respond to the complaint in writing no later than 30 days after receipt. FTI is authorised to receive, document and forward the complaint to KnockOut Travel, but is not authorised to decide on the substance of a travel-related complaint.

The investigation of the complaint and any efforts by the Parties to reach an amicable settlement do not restrict the traveller's right to contact a competent authority, consumer dispute-resolution body or court in accordance with applicable law.

## 22. COMPETENT AUTHORITIES

A Customer of a KnockOut Travel programme may submit a complaint in accordance with Section 21. The parties shall first seek to resolve disputes amicably. If the Customer is dissatisfied with the handling of the complaint, the Customer may contact a competent authority or court in accordance with applicable law. These General Travel Terms and Conditions and the travel contract shall, as a general rule, be governed by Croatian law. However, this choice of law shall not deprive a consumer of the protection afforded by mandatory consumer-protection provisions of the country of the consumer's habitual residence which cannot be derogated from by agreement. The consumer may bring a claim before any court having jurisdiction under the applicable European Union and national rules on jurisdiction. In the case of a consumer habitually resident in Hungary, this provision does not exclude the jurisdiction of the Hungarian courts.

The supervisory authority for the travel agency's tourism-service activities is the State Inspectorate, Rijeka Regional Office, Osječka 50, 51000 Rijeka.

## 23. SEVERABILITY CLAUSE

If any provision of these General Terms and Conditions, any special travel annex or the Contract is subsequently found to be invalid, this shall not affect the remaining provisions; the Contract, these General Travel Terms and Conditions and their annexes shall otherwise remain in force. The parties shall replace the invalid provision with a valid provision that, as closely as possible, achieves its original purpose.

## ANNEX I – STANDARD INFORMATION FORM FOR A TRAVEL PACKAGE CONTRACT

This annex has been prepared pursuant to the Croatian Tourism Services Act (Official Gazette 130/17).

The combination of travel services offered to you constitutes a travel package within the meaning of the law. You are therefore entitled to all rights applicable to package travel. KnockOut Travel d.o.o. is fully responsible for proper performance of the package as a whole and has the statutory security required for refunding payments and, where the package includes transport, for repatriation in the event of insolvency.

**Key rights:**

1. The traveller receives all essential information before concluding the Contract.

2. There is always at least one trader responsible for proper performance of all services included in the Contract.

3. The traveller is provided with an emergency telephone number or contact details.

4. The package may be transferred to another person on reasonable notice and subject to any additional costs.

5. The price may be increased only because of increases in specified costs, such as fuel, where expressly provided for in the Contract and no later than 20 days before departure. If the increase exceeds 8%, the traveller may terminate the Contract. If the organiser reserves the right to increase the price, the traveller is entitled to a price reduction if the relevant costs decrease.

6. If a material package element other than the price is significantly changed, the traveller may terminate free of charge and receive a full refund. If the organiser cancels before departure, the traveller is entitled to a refund and, where appropriate, compensation.

7. In the event of unavoidable and extraordinary circumstances, such as a serious security problem at the destination, the traveller may terminate free of charge before departure.

8. The traveller may terminate at any time before departure against an appropriate and justifiable cancellation fee.

9. If significant elements cannot be provided as agreed after departure, suitable alternatives must be offered at no extra cost. If a significant breach of contract is not remedied, the traveller may terminate free of charge.

10. In the event of non-performance or defective performance, a price reduction and/or compensation shall be due.

11. The organiser must provide assistance to a traveller in difficulty.

12. If the organiser – or, in some Member States, the retailer – becomes insolvent, refunds of payments are secured.

13. If insolvency occurs after departure and the package includes transport, repatriation is secured. KnockOut Travel d.o.o.'s insolvency protection is provided by Croatia osiguranje d.d., Rijeka Branch; 051/207-102; info@crosig.hr; policy no. 298140400074. If services are denied due to insolvency, the traveller may contact the insurer or the competent authority: Ministry of Tourism and Sport – Independent Sector for Tourism Inspection, Trg Republike Hrvatske 8/1, 10000 Zagreb; turisticka.inspekcija@mint.hr; +385 1 4627 445.

Directive (EU) 2015/2302: http://eur-lex.europa.eu/legal-content/HR/TXT/?uri=CELEX:32015L2302. Croatian Tourism Services Act: https://narodne-novine.nn.hr/clanci/sluzbeni/2017_12_130_2982.html.

## ANNEX II – PROCESSING OF PERSONAL DATA

KnockOut Travel d.o.o. and Festival Travel International Kft. process personal data in connection with the Snowattack Student programme in accordance with applicable data-protection laws. The Snowattack Student Privacy Notice sets out the relevant processing purposes, the identity and roles of the controllers, the categories of personal data processed, the legal bases and retention periods, the processors and recipients, as well as the rights of data subjects.