

TERMS & CONDITIONS FOR THE PROVISION OF TOURIST SERVICES

by UTC Tour Operator Sp. z o.o.

§ 1 (SUBJECT OF THE REGULATIONS)

1. The following Terms & Conditions (hereinafter referred to as "Regulations") define the rights and obligations of the Organizer and the Tourist in connection with the provision of Tourist Services by the Organizer to the Tourist.
2. The following Regulations shall apply to all Services offered and provided by the Organizer to the Tourist, unless the description of a given Service on the website or in the Sales Center clearly indicates otherwise.
3. The Regulations shall apply to all Services to the full extent, unless the relevant provisions of the Regulations or in the description of a given Service on the Internet Portal or in the Sales Center clearly indicate otherwise.
4. The Regulations constitute an integral part of the Agreement, the subject of which is the provision of the Service.
5. The current content of the Regulations is available at https://www.seekrakow.com/wp-content/uploads/2020/03/REGULATIONS-FOR-THE-PROVISION-03_2020.pdf The tourist can read the Regulations at the Organizer's Office, on the Internet Portal, in the Sales Center. In addition, the Regulations in the version applicable on the day of booking through the Internet Portal are sent to the Tourist in the form of a PDF file as an attachment to the e-mail message containing the confirmation of the conclusion of the Agreement. The Agreement is concluded and implemented under the conditions specified in the Regulations. Acceptance of the Regulations is a condition for the conclusion and performance of the Agreement. Making a payment for the Service, even in part, confirms that you have read and accepted the Regulations; if the Parties agree that the payment will be made to the Tour Leader, receipt of the Ticket is the confirmation of reading and accepting the Regulations.
6. The provisions of these Regulations do not exclude or limit any consumer's rights resulting from the provisions of generally applicable law.

§ 2 (DEFINITIONS)

The terms used in the Regulations should be understood as follows:

1. **Organizer** - UTC Tour Operator Sp. z o.o. with its registered office in Krakow at Św. Filipa 23/3 st., 31-150 Kraków, entered into the entrepreneurs register by the Regional Court (Sąd Rejonowy) in Krakow - Śródmieście in Kraków XI, Commercial Division (Wydział Gospodarczy), under KRS number 0000412290, entered by the Marshal of the Małopolska Province into the Central Register of Tourism Organizers and Entrepreneurs Facilitating the Purchase of Related Tourist Services under no. Z / 28 / 2005. The Organizer's Office dealing with Tourist services, including complaints and returns, is located in the SeeKrakow Office: Wielopole 16 / 3A st., Krakow. Contact with the Organizer is possible via the following e-mail address: complaint@seekrakow.com or by phone: 12 429 44 99, ext. 1
2. **SeeKrakow** - a trademark belonging to the Organizer providing the Services.

3. **Service** - a service provided by the Organizer to the Tourist on the basis of the Agreement concluded on the terms specified in the Regulations, constituting, depending on the subject of the Agreement, a tourist event within the meaning of Art. 5 sec. 1 of the Act or tourist service.
4. **Regulations** - these Regulations defining the rights and obligations of the Organizer and the Tourist.
5. **Agreement** - the agreement the subject of which is the realization of the Service chosen by the Tourist. The Agreement is concluded after the Tourist chooses a specific Service, submits a reservation in the manner provided for in the Regulations, accepts the reservation by the Organizer, and then after the Tourist pays the entire price or part of the price, if it is allowed for a given Service, unless the Parties have agreed otherwise.
6. **Regular event** - the Service that is part of the Organizer's standard offer.
7. **Private event** - the Service organized at the special request of the Tourist.
8. **Ticket** - the document issued by the Sales Center, confirming the reservation and payment for the Service by the Tourist. The Ticket may take the form of a Coupon or a Voucher. Exceptionally, the Ticket may be issued in the form of "payable" at an agreed later date.
9. **Confirmation of reservation** - a form sent to the Tourist by the Organizer via e-mail, in case the Tourist has booked the Service organized by the Organizer.
10. **Tourist** - each person who books a Service or for whom the Service organized by the Organizer is provided. Only a natural person with full legal capacity may be the Tourist who books a Service.
11. **Internet Portal** - a website belonging to the Organizer, available under www.seekkrakow.com, presenting the catalog of Services provided by the Organizer and allowing Tourists to register for Regular events and Private events via the booking or payment form, as well as another partner websites, through which the Services are offered, in particular websites of hotels, hostels and other facilities cooperating with the Organizer.
12. **Sales Center** - a place where the booking of a Service organized by the Organizer can be made, in particular City Information Points and Krakow TIPs (Tourist Information Points), official profiles in the Organizer's social media, as well as hotels, hostels and other facilities cooperating with the Organizer.
13. **Tour Leader** - a person selected by the Organizer who supervises the proper realization of the Services on its behalf, in particular a guide indicated by the Organizer.
14. **Act** - The Act of 24 November 2017 on tourist events and related tourist services (Journal of Laws of 2017, item 2361, as amended).
15. **Consumer Rights Act** - the Act of 30 May 2014 on consumer rights (Journal of Laws of 2014, item 827 as amended).
16. **GDPR** - Regulation of the European Parliament and of the Council (EU) 2016/679 of 27/04/2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (Data Protection Directive).

§ 3 (SERVICE AGREEMENT)

1. The Service booking made by the Tourist is treated as a proposal to conclude an Agreement with the Organizer. Reservations may be made by phone and electronically via the Internet Portal or by sending an e-mail to the address designated by the Organizer or at the Sales Center.
2. The Internet Portal and the Organizer's written information in the Sales Center are only an invitation to conclude an Agreement and do not constitute an offer within the meaning of the Civil Code.
3. A correctly submitted reservation requires the Tourist to provide the following personal data of the person making the reservation and, if necessary, for the realization of the Services, of the persons for whom the Service is to be realized: name, surname, telephone number and place of accommodation during the stay in Poland, if the accommodation is also subject of the Service.
4. In case of booking a Service that includes a visit to the Auschwitz-Birkenau State Museum, providing the name and surname of all Tourists for whom the Service is to be realized, is mandatory. After providing personal data, their change in the system is not possible for reasons attributable to the Museum, which is beyond the Organizer's control.
5. The condition for concluding the Agreement is the payment of the full price for the Service, unless the description of the Service available in the Sales Center or on the Internet Portal indicates the possibility of paying part of the price at a later time or if individually agreed otherwise, but not later than on the date of beginning of the Service, by making a payment directly to the Tour Leader. The Agreement, according to which the payment of part or all of the price is allowed no later than on the date of commencement of the Service, may be terminated by the Organizer due to the Tourist's fault, in the event of non-payment.
6. The confirmation of the conclusion of the Agreement and payment of the price for the Service is:
 - a) in case of a booking in the Sales Center: the Ticket issued to the Tourist by the Sales Center, in which the Tourist paid for the Service;
 - b) in case of a booking via the Internet Portal an electronic proof of booking (printable) sent to the Tourist by the Organizer via e-mail, after the Tourist has made the reservation.
7. The Tourist is obliged to immediately check whether the information on the Ticket or the booking confirmation is correct.
8. In case of Services the subject of which is a tourist event, the Tourist may request a copy of the Agreement in paper form, if it was concluded in the simultaneous physical presence of the parties.
9. The Tourist booking the Service for himself or other participants assumes responsibility for the payment of the full price of the Service for all Tourists reported as participants.
10. The Tourist booking the Service also concludes the Agreement on behalf of all reported Tourists and thus assumes responsibility for the observance of the terms of the Agreement by these Tourists. The Tourist who is booking the Services is also responsible for informing other reported Tourists of all details regarding the Service.
11. The Tourist who does not have a proof of identity matching the Ticket or a proof of booking, which would confirm that he / she is entitled to use the Service, will not be

able to become a beneficiary of the Service. The name and surname on the ID card are the most important elements of the Tourist's identification.

12. Student discount is granted to Tourists who have a valid Polish student ID, ISIC card or Euro 26 card and are not more than 26 years old.
13. The schoolchild discount is granted to children and students aged 5 to 15, unless the description of the Service selected by the Tourist available in the Sales Center or on the Internet Portal indicates otherwise, on the basis of a valid passport, ID card or student ID confirming the age of the Tourist.
14. Tourists who purchased the Service with a student or schoolchild discount are required to have the documents listed in item 12 or 13 at the time of concluding the Agreement, as well as during its realization. Tourists are required to present them at the request of the Tour Leader during the realization of the Service. Should the Tourist not present the above-mentioned documents a payment of 100% of the Service price is applied.
15. Infants and children under 5 years of age travel free of charge under the care of a parent or guardian, unless the description of the Service selected by the Tourist available in the Sales Center or on the Internet Portal provides otherwise. A booking for a child is required and proof of this booking will be included in the parent's or guardian's booking.
16. The type and scope of services as part of the Service is determined on the basis of the information posted on the Internet Portal and in the Sales Center valid at the time of booking. Before concluding the Agreement, the Organizer reserves the right to change the data contained in the above-mentioned places, about which the Organizer will inform the Tourist booking the Service in accordance with article 40 paragraph 3 of the Act.
17. In the event of a contradiction in information relating to a given Service placed on the Internet Portal and in the Sales Center, the information placed on the Internet Portal shall take precedence.
18. The minimum number of participants of a given Service is 2 people, unless the description of the Service selected by the Tourist placed on the Internet Portal or Sales Center provides otherwise.
19. The Tourist receives the contact details of the Tour Leader together with the booking confirmation.
20. If the Parties have agreed to realize the Tourist's special requirements, the scope of these requirements will be indicated in the booking confirmation.
21. If the subject of the Service is a tourist event in which a person under the age of 18 is going to participate without the supervision of another adult, contact details enabling direct contact with this person or the person responsible for such person will be included in the booking confirmation.
22. Up-to-date information on sanitary requirements can be found on the website of the Chief Sanitary Inspectorate in Warsaw.

§ 4 (TERMS OF PAYMENT)

1. In case of a booking via the booking form available on the Internet Portal, by phone or by e-mail, the form of payment and the payment date for the Service will be agreed individually and then confirmed by e-mail or otherwise agreed by both Parties. If the

Tourist agrees with the Organizer that part of the price or the full price may be paid at the beginning of the Service, this will be indicated on the booking confirmation.

2. In case of a booking via the payment form available on the Internet Portal, the Tourist pays 100% of the price by bank transfer (this applies to all Services provided by the Organizer, as long as the bank transfer is made at least 3 days before the date of commencement of the given Service), by credit card or by PayPal.
3. In case of a booking in the Sales Center, the fee for the Service may be made in any way accepted by the Sales Center and must be paid in full during the booking process.
4. The price for the Service is binding and the Tourist has no right to demand a reduction in the costs incurred if, before or after the purchase, the price of a given Service has been reduced due to a last-minute offer, another reduction in the last-minute offer or any other promotional campaigns conducted by the Organizer.
5. The prices of the Service are expressed in PLN.
6. Payment with a Tourist Voucher is possible only for Services constituting a tourist event within the meaning of article 5 paragraph 1 of the Act.

§ 5 (CHANGES OF SERVICES AND PRICES)

1. The Organizer reserves the right to change (increase) the contractual price of the Service, the subject of which is a tourist event, before its beginning, being a direct result of the change in the transport price resulting from changes in the costs of fuel or other sources of power supply, the amount of tax or fees for tourist services covered by the Agreement, imposed by entities that do not directly participate in the realization of the Service. The Tourist has the right to reduce the price of the Service corresponding to the reduction of costs referred to in the first sentence, which took place after the conclusion of the Agreement and before the realization of the Service. In such case, the Organizer may deduct the actual service costs from the refund due to the Tourist.
2. In case the Organizer, before realization of the Service, is forced to change the main properties of the Services indicated in article 40 paragraph 1 point 1 of the Act or proposes an increase in the price exceeding 8% of the total price of the Service in accordance with the previous paragraph, the Organizer is obliged to immediately inform the Tourist about the scope of these changes by letter or e-mail, indicating the changes and their possible impact on the price of the Service. In such case, the Organizer may at the same time offer the Tourist a substitute Service, if possible, of the same or higher quality. After receiving such information, the Tourist is obliged to inform the Organizer in writing within the next seven days whether he accepts the proposed amendment to the Agreement or withdraws from the concluded Agreement with reimbursement of all fees paid by him, without the obligation to pay fees for withdrawal, or withdraws from the Agreement and accepts a substitute Service and its price, if it has been offered to the Tourist. A Tourist who accepts the proposed changes to the terms of the Agreement has no right to claim compensation for accepting the change. In the event that an amendment to the Agreement or a substitute Service leads to a reduction in the quality or cost of the Service, the Tourist is entitled to an appropriate price reduction.
3. In the event of termination of the Agreement due to the Tourist's withdrawal from the Agreement with the return of all fees paid, the Organizer shall return the paid price of the Service not later than 14 days from the date of termination of the Agreement. If it is necessary to increase the price, the Organizer is obligated each time to notify the Tourist

by letter or e-mail about the price change and justify the increase, indicating the method of its calculation. In the period of 20 (twenty) days before the date of commencement of the Service, the subject of which is a tourist event, the price specified in the Agreement may not be increased.

4. If the Organizer - prior to the beginning of the Service which is not a tourist event - is forced for reasons beyond its control to make the necessary changes to the terms of the Agreement concluded between him and the Tourist, he must immediately inform the Tourist about this fact. The Tourist should immediately, but not later than within 3 days from receiving information from the Organizer and not later than 24 hours before the start of the Service, inform the Organizer if he/she:
 - a) accepts the proposed changes to the Agreement or
 - b) does not accept the proposed changes and asks for an immediate refund of the price paid. Failure to respond by the Tourist within the specified period is treated as acceptance of changes to the Agreement.
5. Before the realization of the Service, the Organizer may change the terms of the Agreement in case if the change is insignificant and inform the Tourist about the change by letter or e-mail.

§ 6 (WITHDRAWAL FROM THE CONTRACT BY THE TOURIST, CHANGE OF THE CONTRACT, SUBSTITUTES)

1. The Tourist has the right to withdraw from the Agreement (cancel the reservation) or change the reservation no later than 14 calendar days before the date of realization of the Service (this applies only to Regular events). In case of Private Events, withdrawal from the Agreement is possible no later than 30 days before the day of beginning of the Service. Withdrawal from the Agreement requires a submission of the Tourist's declaration, which should be sent by e-mail to the following e-mail address: bookings@seekrakow.com. Withdrawal from the Agreement or changing the Agreement after the aforementioned date is impossible, subject to the exceptions resulting from generally applicable provisions. Withdrawal from the Agreement is not possible in relation to the Agreement, the subject of which is the realization of the Service which includes a visit to the Auschwitz-Birkenau State Museum; in this case, it is also not possible to change the scope of the Service.
2. If the Tourist withdraws from the Agreement or fails to start the realization of the Service for reasons beyond the Organizer's control, the Organizer reserves the right to demand a withdrawal fee equal to the actual costs incurred in connection with the preparations already made to organize the Service.
3. The Tourist shall bear the costs of withdrawing from the Agreement also if he does not appear on time at the place where the Service starts, within the time specified in the travel documents or if it is impossible to start the Service due to the lack of documents necessary for participation.
4. The Tourist may withdraw from the Agreement before the realization of the Service without paying a withdrawal fee in the event of unavoidable and extraordinary circumstances occurring at the destination or its immediate vicinity, which have a significant impact on the performance of the Service or transport to the destination. The Tourist may only demand reimbursement of the amount paid without seeking any compensation or redress in this regard.

5. If the amendment to the Agreement requested by the Tourist involves additional costs, the Tourist may consent to it or withdraw from the Agreement.
6. The Tourist may transfer to a person who meets the conditions for participation in the Service all the rights under the Agreement, if at the same time that person assumes all obligations resulting from this Agreement. The Tourist is only entitled to report such a change with regard to the participants of the Agreement. The Tourist is obliged to effectively inform the Organizer about the change of the participant no later than 7 pm on the day preceding the date of the Service beginning. As a rule, the transfer of rights and the assumption of duties is free of charge. If the transfer of rights and obligations involves additional costs, independent of the Organizer, these costs are jointly and severally borne by the Tourist transferring the rights and obligations and the Tourist acquiring the rights and obligations. **This provision does not apply to the Services that include a visit to the Auschwitz-Birkenau State Museum.**
7. Pursuant to article 3 paragraph 1 point 3 of the Consumer Rights Act, in principle, the provisions of the above-mentioned Consumer Rights Act do not apply to contracts for participation in a tourist event referred to in the Act within the meaning of § 2 point 14 of the Regulations. The above means that it is not possible to withdraw from the Agreement, the subject of which is a tourist event, concluded remotely or off-premises.
8. Pursuant to article 38 point 12 of the Consumer Rights Act, the right to withdraw from a remotely based or off-premises contract is not available to the consumer in relation to contracts for the provision of accommodation services, other than for residential purposes, transport of goods, car rental, gastronomy, leisure services, entertainment, sports or cultural events, if the contract specifies the day or period of service provision.
9. A consumer who has concluded an Agreement, the subject of which is a tourist event, off-premises within the meaning of article 2 point 2 of the Consumer Rights Act, may, within 14 days from the date of its conclusion, withdraw from it without giving a reason and incurring costs, unless the oral negotiations on the basis of which the contract was concluded were conducted based on a previous order placed by the consumer. The consumer may withdraw from the Agreement by using the form constituting annex 2 to the Consumer Rights Act and sending it to the address of the SeeKrakow Office (the withdrawal is effective if it is sent on time) or by sending an e-mail to the Organizer, which indicates declaration of withdrawal from the Agreement. Withdrawal from the Agreement results in the Agreement being considered null and void and the reimbursement of payments made. If at the express request of the consumer, the provision of the Service is to begin before the deadline to withdraw from the Agreement, in the event of withdrawal from the Agreement, the consumer is obliged to pay for the service fulfilled until the withdrawal. Full performance of the Service after the consumer's consent results in the loss of the right to withdraw from the Agreement.

§ 7 (TERMINATION OF THE AGREEMENT BY THE ORGANIZER)

1. The Organizer may terminate the Agreement by notifying the Tourist about the termination of the Agreement, the subject of which is the Service constituting a tourist event, within the time limit specified in the Agreement, if the minimum number of participants of the tourist event has not been reached, but not later than:
 - a) 20 days before the start of a tourist event lasting more than 6 days,
 - b) 7 days before the start of a tourist event lasting more than 2-6 days,
 - c) 48 hours before the start of a tourist event lasting less than 2 days.

2. The Organizer reserves the right to cancel the provision of the Service which is not a tourist event no later than 1 day before the commencement of the Service, if the number of Tourists is insufficient to organize the Service.
3. The Organizer may terminate the Agreement by notifying the Tourist about it immediately before the beginning of the Service, if it is unable to perform the Agreement due to unavoidable and extraordinary circumstances.
4. In the event of termination of the Agreement in cases specified in this paragraph, the Organizer shall fully refund the amounts paid by the Tourist, without additional compensation or redress, within 14 days from the date of termination of the Agreement.

§ 8 (PERFORMANCE OF THE AGREEMENT)

1. In case of Services where the Tourist is to be picked up from a predetermined location, the Tourist should wait for the means of transport in front of the building, at the time specified in the reservation.
2. The organizer reserves the right to a delay up to 15 minutes in the event of heavy traffic.
3. In case of Services where the pickup location is indicated by the Organizer, the Tourist should wait at the location specified by the Organizer.
4. In case the Tourist does not show up at the specified location at the time specified in the booking, the driver or the Tour Leader will take steps to determine the Tourist's whereabouts. If the whereabouts of the Tourist is unknown and the schedule of the Service implementation does not allow further delays - the driver or the Tour Leader has the right to depart from the pickup point or start the tour; in this case, the Tourist bears the costs related to the ensuing situation, and the ensuing situation entitles the Organizer to immediately terminate the Agreement due to the fault of the Tourist.
5. The Tourist is obliged to show the driver or the Tour Leader a Ticket or proof of booking entitling the Tourist to participate in the Service.
6. The Driver or Tour Leader has the right to refuse entry or further participation in the Service to Tourists under the influence of alcohol or drugs or behaving in a way that threatens other Tourists participating in the Service. In this case, the Tourist is not entitled to a refund for the unused Ticket.
7. Conversation with the driver while driving is not allowed. All information regarding the Service is provided by the Tour Leader during the trip or on site prior to the beginning of the Service.
8. During the realization of the Service, the Tourist is a member of a larger group and is required to keep pace with the group, follow the guidelines given by the Tour Leader, and adhere to the schedule and meeting times. For Tourists who voluntarily separate from the group or fail to arrive at the meeting places on time, the consequences specified in § 8 item 4 will be taken.
9. The Tourist is financially responsible for any actions leading to damage to the vehicle in which the Tourist travels or for causing damage to other Tourists or third parties. The cost of cleaning the vehicle is PLN 150 and must be paid immediately to the Tour Leader.
10. The Tourist participating in the Regular event may have 1 piece of luggage with him, not exceeding the height of 30 cm. Luggage in excess of the above-mentioned limit may only be taken with the consent of the Tour Leader, if there is a space in the luggage hold, but for an additional fee, not exceeding PLN 30.

11. As part of the Services provided, the Organizer does not provide special care to minors and persons in relation to whom there is a basis for limiting their legal capacity. These persons may participate in the tourist event only under the supervision of adults.
12. During the realization of the Service, the Tourist may be equipped with audio equipment consisting of a receiver and headphones.
13. The Tourist undertakes to use the device in a way that excludes its wear and tear above the average degree, resulting from the normal use of the equipment for its intended purpose and returns the complete and clean equipment immediately after the Service is completed.
14. The tourist is obliged to cover the costs of repairing the device in the event of damage caused during its use, and if the device cannot be repaired - to cover the costs of purchasing a new device. Any damage will be recorded in the form of a written report, containing the Tourist's obligation to cover the costs of repair or purchase of new equipment in the event of the equipment repair being impossible or unprofitable.
15. The tourist is obliged to cover the costs of purchasing a new device in case of loss.

§ 9 (LIABILITY)

1. The Organizer is responsible for the proper performance of all Services covered by the Agreement. If the Service constituting a tourist event is not performed in accordance with the Agreement or essential elements of the Agreement are not performed, article 48 of the Act shall apply.
2. The Organizer is liable for non-performance or improper performance of the Services constituting a tourist event in accordance with article 50 of the Act.
3. The Organizer will immediately provide appropriate assistance to a Tourist who is in a difficult situation. This assistance may consist in particular in providing relevant information on health services, local authorities and consular assistance, assistance in using means of distance communication, including electronic means of communication and in using alternative services. If the difficult situation arises from the sole willful fault of the Tourist or as a result of his gross negligence, the Organizer may demand a fee for providing this assistance in an amount not exceeding the actual costs incurred by the Organizer.
4. The Tourist is not entitled to compensation or compensation for non-performance or improper performance of the Service, if the fault for non-performance or improper performance of the Agreement is borne by the Tourist or a third party not related to the performance of the Services covered by the Agreement, if it could not be foreseen or avoided, or it was caused by unavoidable and extraordinary circumstances. The exclusion of liability for non-performance or improper performance of the Agreement does not release the Organizer from the obligation to provide assistance to the injured Customer during the duration of such Service.
5. The Organizer shall not be liable for damages resulting from the Tourist's participation in the events and other events organized during the provision of the Service, which are not organized by the Organizer.
6. The Organizer, in accordance with the wording of the applicable legal provisions in this regard, limits its liability for non-performance or improper performance of the Services, the subject of which is a tourist event, to three times the price of this Service for each Tourist, and for other Services, to twice the price of this Service for each

Tourist. The above limitation does not apply to personal injury or damage caused intentionally or through negligence.

§ 10 (COMPLAINTS, OUT-OF-COURT DISPUTES, ODR PLATFORM)

1. If, during the provision of the Service, the Tourist finds non-performance or improper performance of the Services covered by the Agreement, the Tourist is obliged to immediately notify the Tour Leader at the place of stay, and in case of his absence, the driver or another representative of the Organizer. In the event that the above action is not possible, the Tourist is obliged to inform the Organizer immediately after the end of the Service.
2. Complaints related to the realization of the Services may be submitted in writing to the Organizer's Office: ul. Wielopole 16/3A, 31-072 Kraków, in person at the Ticket Sales Center or in electronic form to the e-mail address: complaint@seekrakow.com. In the complaint, the Tourist is obliged to indicate the breaches in the manner of performing the Agreement regarding to the Service along with the date of its realization and specify his/hers demands. Complaints are considered by the Organizer within 30 days from the date of their receipt, and in case of complaints submitted during the realization of the Service - within 30 days from the end of the Service. If the complaint is not accepted - the Tourist will be informed about the decision made and the reasons for not accepting the complaint.
3. The European Commission provides a platform for online consumer dispute resolution at <http://ec.europa.eu/consumers/odr>. The Organizer is not currently participating in this voluntary ODR procedure. Due to the above, the Tourist cannot use the ODR platform.
4. The methods of out-of-court resolution of consumer disputes are specified in the Act of 23 September 2016 on out-of-court resolution of consumer disputes (Journal of Laws, item 1283). The entities authorized to conduct cases in the field of tourist services are municipal and powiat consumer ombudsmen and Trade Inspections. The list of institutions is available on the UOKiK website.

§ 11 (FINAL DECLARATIONS)

1. Provisions of Agreements concluded with Tourists and declarations aimed at excluding or limiting liability specified in the Act are invalid.
2. These Regulations do not infringe the provisions of the Act. The invalidity of individual provisions of the Agreement or the Regulations does not affect the validity of the remaining provisions.
3. The Organizer informs that it has an insurance guarantee provided by Signal Iduna Polska TU S.A. based in Warsaw. The insurer may be contacted [+48 22 50 56 506](tel:+48225056506)
4. All arrangements between the Tourist and the Organizer shall be governed by Polish law.
5. Information on the processing of Tourist's personal data can be found in **Appendix 1** to these Regulations.
6. The rules of using the seekrakow.com Internet Portal can be found in **Appendix 2** to these Regulations.
7. These Regulations apply to bookings made by the Tourist from 12.10. 2020.

Appendix 1 to the Terms & Conditions for the provision of tourist services

- Information on the processing of Tourist data -

1. The administrator of Tourists' personal data is the Organizer: UTC Tour Operator Sp. z o.o., Filipa 23/3 st., 31-150 Krakow, SeeKrakow Office: Wielopole 16 / 3A st., Krakow. Contact with the Organizer is possible at the following e-mail address: seekrakow@seekrakow.com or by phone: 12 429 44 99, ext. 1
2. Providing personal data is voluntary, but necessary for the proper performance of the Agreement. Failure to provide personal data will result in the inability to conclude and perform the Agreement.
3. The Tourist has access to the data provided, the right of correction of the data, the right to demand to delete it, the right to limit processing the data, the objection to data processing and the right to transfer it. The tourist also has the right to lodge a complaint with the supervisory authority if the data is processed contrary to the legal requirements. In Poland, it is the President of the Personal Data Protection Office. The exercise of the above rights is possible by contacting the following address: seekrakow@seekrakow.com.
4. The Organizer processes personal data in order to conclude and perform the Agreement, provide services under the contract, ensure the necessary settlements in connection with the concluded contract, as well as to implement the legitimate interest of the Organizer, indicated below.
5. The legal basis for the processing of personal data to the extent necessary to conclude and perform the Agreement is article 6 paragraph 1 letter b GDPR.
6. The basis for data processing is also article 6 paragraph 1 letter f GDPR, i.e. the legitimate interest of the Organizer consisting in ensuring the necessary settlements in connection with the concluded contract, pursuing claims, satisfaction surveys and direct marketing. If Tourists agree to receive new marketing messages also to the e-mail address and telephone number, the processing will take place under 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. To the extent that the data is processed on the basis of a separate consent of Tourists, they have the right to withdraw their consent at any time. However, this will not affect the lawfulness of data processing that was carried out before its withdrawal.
7. The recipients of personal data will be: coach lines, hostels, hotels, insurance companies, banks, payment operators, agents cooperating with the Organizer on the basis of agency and franchising agreements, in order to implement the concluded contract, entities supporting accounting and legal processes and entities providing IT services, including hosting and state authorities, including tax authorities to the extent resulting from generally applicable regulations.
8. The recipient of the data of Tourists participating in the Service, which includes a trip to the Auschwitz-Birkenau State Museum, is the Auschwitz-Birkenau State Museum, Więźniów Oświęcimia 20 st., 32-603 Oświęcim, Poland. The data may be processed by Softcom General partnership with its registered office in Wrocław (Softcom general partnership, Piotr Szuba, Tomasz Wierzbowski, Buforowa 115 st., 52-131 Wrocław) on the basis of the entrustment agreement concluded with the Auschwitz-Birkenau State Museum for the processing of personal data, only for the purpose and scope necessary to carry out IT service of the reservation system.

9. Personal data will be processed for the duration of the contract, the time necessary for the correct settlement of the contract and the time necessary to prove the performance of this contract, i.e. for the limitation period for claims, as well as for the period resulting from tax regulations. Personal data will also be processed for the duration of the Organizer's marketing activities or until the Tourists object to further data processing for marketing purposes or until the consent to receive marketing messages is withdrawn by e-mail or telephone number. Tourists have two types of right to object to the processing of the personal data provided. If the Organizer processes personal data:

- on the basis of legitimate interests - the Tourist may object to reasons related to his or her special situation - such objection requires justification;
- for the purposes of direct marketing - the Tourist may object in any case - such objection does not require justification.

Appendix 2 to the Terms & Conditions for the provision of tourist services

Terms & Conditions for the provision of electronic services by

UTC Tour Operator sp. z o. o. on the seekrakow.com website

§ 1 General provisions

1. Pursuant to article 8 paragraph 1 point 1 of the Act of 18 July 2002 on the provision of electronic services (Journal of Laws of 2013, item 1422 as amended), the Organizer establishes these Electronic Terms and Conditions (hereinafter referred to as "Electronic Regulations" for the provision of electronic services and undertakes to adhere to it.
2. The terms used in these Electronic Regulations mean:
 - a) Electronic Regulations - these terms & conditions for the provision of electronic services by the Organizer which define the type, scope and conditions for the provision of electronic services by the Organizer via the Internet Portal, conditions for obtaining information about the Organizer's tourist offer, making a reservation and purchasing the Service.
 - b) Organizer - UTC Tour Operator Sp. z o.o. with its registered office in Krakow at Św. Filipa 23/3 st., 31-150 Kraków, entered into the entrepreneurs register by the Regional Court (Sąd Rejonowy) in Krakow - Śródmieście in Kraków XI, Commercial Division (Wydział Gospodarczy), under KRS number 0000412290, entered by the Marshal of the Małopolska Province into the Central Register of Tourism Organizers and Entrepreneurs Facilitating the Purchase of Related Tourist Services under no. Z / 28 / 2005. The Organizer's Office dealing with Tourist services, including complaints and returns, is located in the SeeKrakow Office: Wielopole 16 / 3A st., Krakow, is the owner, administrator and operator of the Internet Portal.
 - c) Internet Portal - a website available at www.seekrakow.com, owned, administered and operated by the Organizer. As part of the Internet Portal, the Organizer provides services to Users on the terms set out in these Electronic Regulations.
 - d) Client / User - any person using the Internet Portal, regardless of whether the Client/User acts on his/her own behalf or on behalf of and for the benefit of third parties.
 - e) Agreement - an agreement for the provision of Services concluded between the User and the Organizer on the Internet Portal in electronic form on the terms set out in these Regulations.
 - f) Content - any information, data, content, elements, materials, algorithms, diagrams, works, markings, logos, names, signs, symbols, descriptions and photos from the Organizer, regardless of their nature, format and method of recording or presentation.
 - g) Consumer - a consumer within the meaning of article 22 (1) of the Civil Code.

§ 2 Terms of use of the Internet Portal

1. Using the Internet Portal, in particular making reservations and purchasing services available via the Internet Portal, requires the Customer to read, understand, accept and comply with the Regulations.
2. Technical requirements necessary to use the Internet Portal:
 - a) Terminal device with access to the Internet.
 - b) Internet browser Internet Explorer 8.0 or higher, Mozilla Firefox 3.6 or higher installed on the end device, with Java Virtual Machine installed.
 - c) Acrobat Reader or other program supporting PDF files installed on the terminal device.

§ 3 Types and scope of services provided electronically

1. As part of the Internet Portal, the Organizer enables Users to get acquainted with the types of services provided, in particular through a specialized search engine, as well as subscribing to the newsletter.
2. As part of the Internet Portal, the Organizer enables Users to book a given Service, as well as to make payments for it.
3. When offering Services to Users, the Organizer specifies the following necessary information on the Internet Portal: place of stay, date and place of departure, duration of the Service, style / type of room, type, category of hotel facility, price of the Service along with the payment date, general information on the provision of the Service. The provisions of the Regulations for the provision of tourist services shall apply to making a reservation and concluding the Agreement, as well as to resignation from the Service, change the booking or the Agreement and the complaint procedure.
4. The User selects the available Services using the search engines on the main page of the Internet Portal. The User specifies: the type of Service, the start and end date of the trip, the length of stay, the number of people traveling (adults and children).
5. The User makes a reservation of the Service, providing the following personal data: name and surname of the person submitting the application, contact details: telephone contact and e-mail address, and details of other participants for whom the User is booking places in the event.
6. To book the Service, it is necessary for the User to read and accept the Regulations for the provision of tourist services and these Electronic Regulations.
7. The User of the Internet Portal may provide his e-mail address for the Organizer to send special offers to this address. By entering the e-mail address, the Internet Portal User agrees to the sending of commercial information by electronic means of communication within the meaning of the Act of 18 July 2002 on the provision of electronic services (Journal of Laws of 2013, item 1422, as amended), to the account provided by the User.

§ 4 Liability

1. Information, materials or prices presented on the Internet Portal do not constitute an offer within the meaning of the Civil Code (Journal of Laws of 1964 No. 16, item 93, as amended).
2. The Organizer shall not be liable for independent, technically incorrect operation of the Internet Portal and for interruptions in the availability of the Internet Portal for reasons

attributable to third parties (including telecommunications network operators) or due to force majeure.

3. The Organizer is not responsible for any events that occurred while browsing the Internet Portal. The organizer reminds about the dangers related to the use of the Internet, such as in particular the possibility of unauthorized persons or entities taking over data during their teletransmission.
4. The Organizer is not responsible for the Users' behavior on the Internet Portal, and is not responsible for the consequences of actions taken by Users and third parties, and constituting a breach of the provisions of the Regulations.
5. Users are prohibited from introducing illegal content to the Internet Portal.

§ 5 Complaints

1. The provisions of this point shall apply unless these Regulations or additional regulations, conditions, rules, etc., issued by the Organizer, do not provide for the application and examination procedure in case of application.
2. The User may submit a complaint if the services offered on the Internet Portal and regulated by these Electronic Regulations are not provided by the Organizer or are performed contrary to the provisions of the Electronic Regulations.
3. Complaints regarding the manner and quality of the Internet Portal's operation are to be reported by the User to the Organizer in the following way: a) in writing to the correspondence address: SeeKrakow Office: Wielopole 16 / 3A st., Krakow; b) by e-mail to the following address: complaint@seekrakow.com
4. A properly submitted complaint should contain at least the data of the User submitting the complaint (name, surname, address) and should indicate the defects and irregularities in the operation of the Internet Portal.
5. The subject of the complaint and its validity are assessed by an employee or an authorized representative of the Organizer within 14 days from the date of receipt of the complaint.

§ 6 Copyright

1. The proprietary copyrights to the works posted on the Internet Portal appertain to the Organizer.
2. Users of the Internet Portal have the right, for private purposes only, to view information posted on the Internet Portal, save it in the form of temporary files and print selected web pages.

§ 7 (Final declarations)

1. Amendments to the Regulations will be made by the Organizer by publishing the new content of the Electronic Regulations on the Internet Portal. The amended regulations come into force upon their publication on the above page.
2. The Organizer may issue additional regulations, conditions, rules, etc., regulating in detail a given service offered by the Organizer on the Internet Portal.
3. Any disputes arising in connection with the Agreement concluded on the basis of the provisions of these Regulations or the use of the Internet Portal will be considered by the competent Polish court of law and jurisdiction.
4. In matters not covered by the Electronic Regulations, the relevant provisions of Polish law shall apply.

5. If any provision of the Regulations is deemed invalid by a valid court decision, the remaining provisions shall remain in force.
6. The act on consumer rights of 30 May 2014 does not apply to contracts for a tourist event - in accordance with article 3 paragraph 1 point 8 of the act.