

1. General Terms and Conditions of Participation in Tours (Expeditions)

This is an English translation of the Slovak original. In the event of any discrepancy between the language versions, the Slovak version shall prevail.

GENERAL TERMS AND CONDITIONS OF BLUE RELIGION, S.R.O.

These General Terms and Conditions (hereinafter the “**GTC**”) of Blue Religion s.r.o., with its registered office at Klinecová 37, 821 08 Bratislava, Company ID (IČO): 45 565 180, registered in the Commercial Register of the Municipal Court Bratislava III, Section Sro, Insert No. 66034/B (hereinafter “**Blue Religion**”) apply to all tours organised by Blue Religion, and these GTC form an integral part of the Package Travel Contract (hereinafter the “**Package Travel Contract**”) which Blue Religion concludes with the traveller primarily pursuant to Act No. 170/2018 Coll. on Package Travel, Linked Travel Arrangements, Certain Conditions of Business in Tourism and on Amendments to Certain Acts (hereinafter the “**Package Travel Act**”).

Blue Religion is a travel agency which, by combining travel services, organises expedition tours (hereinafter “**Tours**”) to discover wildlife living in the seas and oceans, in particular sharks, whales and many other wild marine species. The aim of Blue Religion is to generate profit by organising and selling Tours, the main part of which will be used to help and protect the underwater world.

Blue Religion offers its services through the portal www.bluereligion.org, an online platform where the Traveller can book and purchase a Tour of their choice. In addition to purchasing a Tour, the Traveller may support the voluntary activities of Blue Religion, become a volunteer in the conservation activities of Blue Religion, or find information on ocean protection.

The Traveller fully understands that sharks, whales and other animals which the Traveller travels to see through the travel agency Blue Religion are wild animals and their presence cannot be guaranteed.

The Traveller also fully understands that no financial compensation will be provided for no or limited occurrence of sharks, whales and other wild animals during the tour (expedition).

By concluding the Package Travel Contract, the Traveller acknowledges that the Tours procured or organised for the Traveller by the travel agency Blue Religion are, given their nature, method of organisation, the countries visited and the conditions and circumstances therein (social, political, economic conditions, permit and other procedures related to entering and staying in the country, etc.), a specific product.

Given the specific nature of the product, the Traveller acknowledges that in organising and participating in a Tour it is necessary to expect possible changes in any part of the preparation and organisation of the Tour (e.g. changes to the programme, schedule, route, accommodation, means of transport, meals, etc.), depending on the current possibility or impossibility of entering the country and the possibility or availability of providing or using services on the Tour, which are beyond the control of Blue Religion.

All the above circumstances affecting the Tour constitute an extraordinary, unforeseeable, unavoidable and non-culpable event beyond the control of the travel agency Blue Religion, and Blue Religion shall not be liable for their occurrence and consequences (including the impact on the tour), unless the Package Travel Act or these GTC provide otherwise.

The Traveller further acknowledges that participation in the selected Tour may be physically demanding and may require physical fitness. The Traveller is fully aware of their state of health and assumes full responsibility for any injuries and their consequences of any kind. The travel agency Blue Religion shall not be liable for injuries and their consequences caused by the Traveller overestimating their abilities or providing misleading information in any examinations, questionnaires or declarations relating to their state of health, unless the Package Travel Act or these GTC provide otherwise.

I. Introductory Provisions, Conclusion of the Package Travel Contract

1. The contracting parties to the Package Travel Contract are: **(i) the travel agency Blue Religion and (ii) the traveller**, being primarily the person who has concluded the Package Travel Contract with the travel agency

Blue Religion in writing or in another appropriate form, for example via the website www.bluereligion.org or otherwise in accordance with these GTC (hereinafter the “**Traveller**”).

2. These GTC also apply in full to Tours organised by Blue Religion which are not part of the current Blue Religion tour offer but are tailor-made, i.e. tours organised according to the specific requirements of the Traveller, as well as to any partial services individually requested by the Traveller (e.g. separate arrangement of accommodation, transport, etc.). For tailor-made Tours and private group Tours, the Tour Price, the amount of the deposit, the payment terms and the amount of the cancellation fee may be agreed individually in a written offer, in the Confirmation of the Conclusion of the Package Travel Contract or in the Package Travel Contract. Terms agreed individually in this way shall take precedence over the relevant provisions of these GTC.
3. When concluding a Package Travel Contract on behalf of third parties, the following may act:
 - a) on behalf of minors and other persons who have a legal representative, always only their legal representative or a person authorised by the legal representative;
 - b) on behalf of other persons who do not conclude the Package Travel Contract in person but through a representative, only a person who has been duly authorised in writing to conclude this Package Travel Contract on behalf of such persons as Travellers and who is also entitled to provide the personal data of the represented Travellers.
4. A person concluding a Package Travel Contract on behalf of a third party declares that they are entitled to conclude this Package Travel Contract on behalf of the third party pursuant to Article I, point 3 of these GTC. Blue Religion reserves the right to verify at any time the authority of the representative concluding the Package Travel Contract by requesting a written power of attorney or other documents from the representative. If the representative's declaration under this point of the GTC is untrue, or if the representative fails to prove their authority to represent the Travellers, Blue Religion is entitled to:
 - a) refuse to conclude the Package Travel Contract and/or
 - b) withdraw from the Package Travel Contract so concluded and/or
 - c) require the person who concluded the Package Travel Contract on behalf of third parties without the necessary authority to fulfil all obligations arising from the Package Travel Contract, the GTC and the Package Travel Act, or to compensate in full any damage incurred by Blue Religion.
5. If the Traveller books a tour for several persons under the Package Travel Contract, or if the tour is transferred to a third party, and unless these GTC, the Package Travel Act or the nature of the right or obligation provide otherwise, the Traveller together with the other persons named in the Package Travel Contract, or the person(s) to whom the tour has been transferred, shall be jointly and severally entitled and obliged under all rights and obligations, whereby, for the avoidance of doubt, where several persons act on the Traveller's side, the term “Traveller” in the singular is used for them in these GTC.
6. The Package Travel Contract is made in writing or in another appropriate form determined by Blue Religion in accordance with the Package Travel Act. The portal bluereligion.org may also be used to conclude the Package Travel Contract, through which the Traveller (in person or through a representative) sends the travel agency Blue Religion their tour booking (e.g. also by email). To send a booking, it is necessary to agree to these GTC and to the Personal Data Processing Terms, which form an integral part of the Package Travel Contract. The booking becomes binding on the Traveller upon acceptance of the GTC and the Personal Data Processing Terms, submission of the booking, confirmation of the booking by Blue Religion to the Traveller's email address and payment by the Traveller of a deposit of 30 % of the Tour Price, or of a deposit in an amount individually agreed pursuant to Article I, point 2 of these GTC. The booking is completed by sending the Confirmation of the Conclusion of the Package Travel Contract to the Traveller's email address.
7. If the Package Travel Contract has not been concluded pursuant to Article I, point 6 of these GTC, the Package Travel Contract shall be deemed concluded and shall become valid and effective upon its signature by both contracting parties and upon even partial payment of the deposit for the tour (if agreed) or payment of the Tour Price under the Package Travel Contract.
8. By concluding the Package Travel Contract, Blue Religion undertakes to procure for the Traveller all agreed services in the scope and quality agreed between the contracting parties.
9. Persons under 18 years of age may, as a rule, participate in a Tour only when accompanied by a person who has reached the age of 18 at the time of conclusion of the Package Travel Contract, and only on the basis of a power of attorney signed by the legal representatives of the minor or juvenile (in particular the parents).

Such person is fully responsible for the minor or juvenile entrusted to them for the duration of the Tour (i.e. from the start of the Tour until return). Persons under 18 years of age may also participate in a Tour without being accompanied by a person over 18, at their own responsibility and exclusively on the basis of a power of attorney signed by the legal representatives of the minor or juvenile (in particular the parents). Other persons whose state of health or other condition so requires may participate in a Tour only in the presence of an adult who assumes responsibility for them. Participation of persons under 18 years of age in a Tour is subject to the prior express consent of Blue Religion, and a Traveller under 18 acknowledges that activities may take place during the Tour in which they will not be able to participate due to their age.

II. Tour Price, Payment Terms

1. The total prices of Tours organised or arranged by the travel agency Blue Religion (hereinafter the “**Tour Price**”) are stated mainly in the current offer, primarily on the portal www.bluereligion.org, and for each specific Tour it is stated what the Tour Price includes. The Tour Price is calculated per person, as a rule accommodated in a double room, unless the Tour description states otherwise. The Tour Price may change before the conclusion of the Package Travel Contract on the basis of any individual requirements of the Traveller. The Tour Price in the concluded Package Travel Contract is final, and the Traveller acknowledges that if some services or parts thereof are not used for reasons on the Traveller’s side or for reasons for which Blue Religion is not responsible, the Traveller is not entitled to a reduction of the Tour Price.
2. Blue Religion is entitled to payment of the agreed Tour Price within the period it determines and notifies to the Traveller; the Tour Price must always be paid before the start of the Tour. Unless expressly agreed otherwise, in particular pursuant to Article I, point 2 of these GTC, the Traveller shall pay the agreed Tour Price as follows:
 - a) a first deposit of 30 % of the Tour Price according to the booking confirmation delivered to the Traveller in accordance with Article I, point 6 of these GTC within 3 working days of delivery of the confirmation; if the Package Travel Contract was concluded otherwise than pursuant to Article I, point 6 of the GTC, within 3 days of such conclusion of the Package Travel Contract;
 - b) a second deposit of 40 % of the Tour Price no later than 119 days before the start of the Tour (i.e. 70 % of the Tour Price must be paid 119 days before the start of the Tour);
 - c) the remaining part of the Tour Price, including all mandatory payments and amounts not included in the Tour Price according to the Confirmation of the Conclusion of the Package Travel Contract, within the period determined and notified in writing by the travel agency Blue Religion, as a rule 59 days before the start of the Tour;
 - d) if the Tour is booked less than 59 days before the start of the Tour, the Traveller shall pay the Tour Price according to the Confirmation of the Conclusion of the Package Travel Contract delivered to the Traveller in accordance with Article I, point 6 of these GTC no later than 3 working days after delivery of this confirmation;
 - e) if the Package Travel Contract is concluded otherwise than pursuant to Article I, point 6 of the GTC less than 59 days before the start of the tour, the Traveller shall pay the Tour Price no later than 3 working days after the conclusion of the Package Travel Contract.
3. The Traveller acknowledges that, under these GTC, the Package Travel Contract is created by even partial payment of the deposit or the Tour Price according to the booking confirmation delivered to the Traveller in accordance with Article I, point 6 of these GTC or the signed Package Travel Contract pursuant to Article I, point 7 of these GTC, unless the contracting parties expressly agree otherwise.
4. If Blue Religion determines that the price of optional excursions within the Tour must be paid in advance (i.e. before the start of the tour), Blue Religion is entitled to require payment for such optional excursions in accordance with Article II, point 2 of these GTC. If the Traveller does not pay the price of the optional excursion so determined, the Traveller is not entitled to participate in such excursion.
5. The Traveller may choose any of the payment methods made available for payments on the portal www.bluereligion.org, in particular:
 - a) Payment via the Stripe platform – the payment is made through the payment service provider Stripe, Inc., based in San Francisco, United States of America, on the basis of the credit or debit card details provided by the Traveller for the purpose of the payment. The payment will be collected by the Stripe platform and a payment confirmation will be sent to the Traveller. Please note that a payment already made is non-refundable within the platform. This non-refundability does not affect any refund of

payments in the context of service complaints under these GTC. For more information about its services, please visit <https://stripe.com/en-ch> or <https://support.stripe.com/>;

- b) Direct bank transfer – the Traveller may also make the payment directly by bank transfer. For the purpose of a direct payment, the Traveller will be provided with the details necessary to transfer the money to the account. For payments for optional excursions, Blue Religion does not act as the recipient of your payment; in such case the purchased service will be provided to you by the recipient of the payment;
 - c) Payment via the PayPal platform – the payment is made through the payment service provider PayPal Inc. (parent company of PayPal (Europe) S.à r.l. et Cie, S.C.A.), based in California, USA, on the basis of the account the Traveller holds on the PayPal platform. Payments via the PayPal platform are subject to the PayPal terms and conditions available on its website.
6. Any payments and fees for individual requests of the Traveller made after the conclusion of the Package Travel Contract or outside its scope are payable in the amounts and within the periods agreed with the Traveller on the basis of a separate offer for the requested services. Blue Religion is under no obligation to comply with any individual requests of the Traveller.
 7. If the Tour Price is not paid in full, the representative (or Traveller) who concluded the Package Travel Contract on behalf of or for the benefit of other persons named in the Package Travel Contract is obliged to pay the Tour Price for these persons as well (regardless of the existence or non-existence of a power of attorney pursuant to Article I, point 3 of these GTC or whether any of these persons did not participate in the tour).
 8. The Traveller and other persons named in the Package Travel Contract are entitled to the agreed services only after full payment of the Tour Price. In the event of delay in payment of the agreed Tour Price or a deposit thereon, Blue Religion is entitled to withdraw from the Package Travel Contract and to claim a cancellation fee in accordance with these GTC.

III. Tour Programme, Transport and Luggage, Travel Documents, Accommodation, Meals, Mandatory Equipment, Mandatory Insurance

1. The basic Tour programme is described in the current Blue Religion tour offer, in particular on the portal www.bluereligion.org. The Traveller acknowledges that the programme cannot be changed according to the individual requirements of the Traveller.
2. If the Tour includes the services of a guide provided by the travel agency Blue Religion (hereinafter the “Guide”), the Traveller is obliged to respect the Guide’s instructions. The Traveller is also obliged to respect the instructions of drivers and other accompanying staff (e.g. transport attendants, local guides, etc.) and of the security and administrative authorities of the relevant country. The Traveller is obliged to observe the meeting and departure times of means of transport and the departure times determined or announced by the Guide at individual stops, as well as the Guide’s other organisational instructions. If the Traveller does not arrive for the departure of the means of transport within the time set by Blue Religion or the Guide, the Traveller shall join the Tour at their own cost and responsibility at the next destination stop according to the programme.
3. If the Traveller, through their behaviour, endangers the programme, safety and course of the Tour, demonstrably disturbs other Travellers, or otherwise breaches these GTC or the laws of the Slovak Republic or of the visited country, the Traveller may be immediately excluded from the Tour without financial compensation and is obliged to travel to the starting point of the tour or another agreed place at their own cost and responsibility.
4. In the event of a difference between the programme stated on the portal www.bluereligion.org and any other form of Tour offer, the information on the portal www.bluereligion.org shall prevail, unless more detailed information provided before the Tour determines otherwise.
5. The Traveller agrees that, given the nature of the Tours organised by Blue Religion, Blue Religion has the right to change the planned Tour programme with regard to the current physical, mental or health condition of the Traveller, adverse natural, political or security conditions, or denied entry into a given country or area, without any further claims of the Traveller against Blue Religion.
6. Some Blue Religion Tours include a programme which, given the stay in exposed geographical conditions, also assumes a certain physical and health readiness of the Traveller and respect for local customs, and the

Traveller is aware of the need to meet these requirements.

7. By concluding the Package Travel Contract, the Traveller expressly declares that they are aware that, given the nature of the Tours organised by Blue Religion, these tours are a specific product which, in the event of any unforeseeable circumstances or unavoidable and extraordinary circumstances of force majeure, requires additional expenses and costs to be borne by the Traveller. These include, in particular but not exclusively, the cost of flight tickets to preserve the further course of the tour or to return home if, in connection with an unavoidable and extraordinary circumstance (e.g. war, terrorist attack, uprising, strikes, earthquake, other natural disasters, spread of an infectious disease, decision of state authorities or embassies, e.g. in connection with the granting or refusal of visas, etc., or another threat to the safety, health or life of the traveller), the originally planned route of the Tour is impassable.
8. The Traveller expressly agrees that Blue Religion is entitled to change the route of the Tour, a part of the Tour, the set Tour programme and the schedules of the Tour programme if their implementation is made difficult or impossible as a result of unforeseeable extraordinary events (e.g. those listed in Article III, point 7 of these GTC) which could not be foreseen when the contract was concluded and could not be prevented, and that only Blue Religion is entitled, at its own discretion, to decide whether the Tour will take place, and any recommendations of third parties are not binding on Blue Religion. If the changed/substitute programme or route is not accepted, the Traveller undertakes to reimburse Blue Religion for the additional costs actually incurred and is entitled to separate from the Tour and travel home at their own cost, risk and responsibility; in such case the Traveller shall have no claims against Blue Religion.
9. The contracting parties have agreed, and the Traveller expressly agrees, that given the nature of the Tours organised by Blue Religion, which are a specific product, the following shall not be considered a significant change to the terms of the contract:
 - a) a change pursuant to Article III, point 7 of these GTC;
 - b) a change of accommodation to a higher or equal category for reasons for which Blue Religion is not responsible or which arise from unforeseeable extraordinary circumstances/force majeure;
 - c) a change of the place of boarding and disembarkation, or of the time and place of departure or arrival;
 - d) a change in the means of transport and transport defects (in particular, but not exclusively: delay of the aircraft/train/other means of transport, change of carrier, change of aircraft type, breakdowns of means of transport).
10. The Traveller acknowledges that sharks, whales and other animals for the observation of which the Tour is organised are wild animals and their presence cannot be ensured or guaranteed in any way. In view of the above, the Traveller expressly agrees that they shall not be entitled to any financial or other compensation in the event of no or only limited occurrence of sharks, whales and other wild animals during the Tour.
11. By concluding the Package Travel Contract, the Traveller acknowledges and expressly agrees that the Traveller alone is responsible for any sporting and other optional activities during the Tour (e.g. swimming, snorkelling, freediving, diving, adrenaline activities and other sports and activities, etc.) which are not expressly included in the services provided as part of the purchased Tour, and that the Traveller carries them out at their own risk and responsibility. The travel agency Blue Religion bears no responsibility for any possible consequences or damage which the Traveller suffers or has suffered as a result of carrying out these activities. Blue Religion reserves the right to make participation in certain activities (e.g. swimming, snorkelling, freediving, diving, adrenaline activities and other sports and activities, etc.) conditional on signing a document relating to the specific activity (e.g. waiver of liability, informed consent, etc.).
12. **Mandatory insurance:**

If the Tour includes diving activities, only Travellers holding a "SCUBA" diver qualification may participate, and the Traveller is obliged to present their diving certificate before the start of each diving activity to the relevant Blue Religion staff member or other person responsible for checking such certificates at the given place. If the Traveller holds the necessary certificate but has not dived in the 12 months preceding the start of the Tour, the Traveller is obliged to complete a diving "refresher course" and to prove its completion together with the certificate before the start of the diving activity. At the same time, only a Traveller who has valid insurance covering diving activities may participate in these diving activities. The necessary insurance can be obtained e.g. via the portals www.diveralertnetwork.org or www.diveassure.com, which offer comprehensive insurance packages designed specifically for divers. A Traveller who does not have the necessary insurance is not entitled to participate in the Tour. Blue Religion has the right to require, and the

Traveller has the obligation to prove, the validity of the necessary insurance.

13. Mandatory equipment:

The Traveller acknowledges that the diving equipment used is a BCD, a regulator with a 1st stage and primary and alternate 2nd stages, gauges with a dive computer, an emergency signalling device including a high-visibility signalling device such as a surface marker buoy, and an audible signalling device (e.g. a whistle). A Traveller who plans to participate in diving activities on the Tour is obliged to bring their own equipment – at least a BCD, a regulator with a 1st stage and primary and alternate 2nd stages, gauges and a dive computer, an emergency signalling device including a high-visibility signalling device such as a surface marker buoy, and an audible signalling device (e.g. a whistle). If the Traveller's own equipment does not meet the minimum standards set by Blue Religion, or if the Traveller does not bring their own equipment, Blue Religion may rent suitable equipment to the Traveller for a fee. In the event of damage to or loss of any equipment or property belonging to Blue Religion, the Traveller who caused the damage or loss is obliged to compensate Blue Religion for the damage incurred. Blue Religion bears no responsibility for the loss of or any damage to equipment belonging to the Traveller.

14. Blue Religion applies strict safety principles to diving and any water activities (freediving, snorkelling) and strictly prohibits carrying out any of these activities under the influence of alcohol or any other narcotic or psychotropic substances. Blue Religion reserves the right to subject the Traveller, before the start of these activities under the supervision of Blue Religion, to a breath or other test for the presence of alcohol or narcotic or psychotropic substances, and not to allow the Traveller to carry out these activities if the presence of alcohol/narcotic/psychotropic substances is detected, if the Traveller refuses the test, or if there are reasonable grounds for Blue Religion to assume that the Traveller has consumed alcohol or narcotic or psychotropic substances within a time frame that could in any way affect their ability to safely carry out diving or other water activities. The dive leader on board the vessel has the sole authority to decide whether to allow the Traveller to carry out diving or other water activities.

15. By concluding the Package Travel Contract, the Traveller acknowledges and expressly agrees that Blue Religion bears no responsibility for the Traveller's physical and mental ability to carry out any sporting and other optional activities, and that no compensation will be provided for failure to use such services due to inability to participate.

16. Transport and luggage:

The Traveller acknowledges and agrees that the Tour may be extended or shortened for technical reasons by up to ± 2 days; however, Blue Religion undertakes to keep to the Tour programme and the Tour Price does not change. Blue Religion is not liable for any transport defects (delays, missed connections, breakdowns of means of transport, etc.) or the consequences thereof.

Weight limits and other restrictions set by airlines or other carriers vary considerably between individual journeys. Blue Religion cannot accept any responsibility for the loss of or damage to luggage or personal property, nor charge fees for excess baggage.

17. Travel documents:

The Traveller acknowledges that the details entered during the Tour booking process, in particular the first name and surname, must be fully identical with the details in the travel document with which the Traveller will identify themselves during the tour; in the event of any discrepancy, the Traveller is fully liable for any damage incurred by the travel agency Blue Religion as a result and is obliged to pay in full any related additional costs. Blue Religion will provide the Traveller with basic information on the visa requirements of all countries visited during the Tour. If participation in the Tour requires a visa for the given country, the Traveller is obliged to obtain the visa at their own cost and responsibility, unless expressly agreed otherwise with Blue Religion. Likewise, if the Traveller wishes to individually extend the Tour to another destination for which there is a visa or other entry requirement, the Traveller is obliged to verify the required number of free pages in the passport and to obtain the entry permit at their own cost and responsibility, unless expressly agreed otherwise with Blue Religion. Blue Religion is not responsible for the Traveller's inability to participate in the Tour because the Traveller does not have a duly granted valid entry permit for the given country or does not have other necessary documents required for the Tour.

18. Accommodation:

On most Tours, the Traveller is accommodated in mid-range and upper-category hotels (according to local hotel classification and information known to the travel agency Blue Religion), as a rule in double rooms. For

each individually registered Traveller, if it is not possible to accommodate the traveller with a person of the same sex or the traveller does not agree to sharing, Blue Religion will provide single-room accommodation for the entire duration of the Tour for a supplement, and the traveller undertakes to pay the single-room supplement in the amount stated in the calculation of the Tour Price balance or stated in another written form (e.g. a request for payment of the supplement sent by email). On Tours that include a stay at sea, accommodation will be provided mainly in double cabins depending on the options and class of the respective vessel. The categorisation of accommodation stated in Tour offers is subject to the subjective assessment of the travel agency Blue Religion based on the local hotel classification, where such classification exists. Taking into account the nature of the Tours and depending on the possibilities of the given location, the Traveller agrees that Blue Religion is entitled to change the accommodation facility if the accommodation and related services are procured in the same or a higher category or standard, both before and during the Tour. A change of accommodation facility where the accommodation and related services are procured in the same or a higher category is not a reason for the Traveller to withdraw from the Package Travel Contract or to make a complaint for defective performance.

19. Meals:

In the current Blue Religion Tour offer published on the portal www.bluereligion.org, Blue Religion states whether and to what extent meals are included in the Tour Price.

20. Medical care:

Blue Religion expressly recommends that the Traveller take out comprehensive travel insurance and insurance for medical expenses abroad with an appropriate insurance company. Before departing on a Tour, Blue Religion recommends a preventive check-up with a doctor and dentist and preventive vaccination. The Traveller shall obtain information on recommended and mandatory vaccinations from their doctor. Information on vaccination requirements and their prices changes regularly; Blue Religion does not influence it and is not responsible for it.

21. Guide provided by Blue Religion

The Guide is a cooperating person providing support during the tour who has passed the Blue Religion examinations and has experience in tourism. On some tours, Blue Religion also uses the services of local guides. The Guide usually joins the group at the arrival destination, most often in the arrival hall or at the place of first accommodation according to the Tour programme. The Guide's services end on the last day of the Tour unless agreed otherwise. The Guide usually communicates with the Traveller in Slovak, Czech or English. The Traveller will be informed of the Guide's language skills before the start of the Tour.

IV. Rights and Obligations of the Contracting Parties

1. The basic rights of the Traveller include:

- a) the right to the provision of contractually agreed and paid services in the agreed scope and quality;
- b) the right to request from Blue Religion information on all matters relating to the contractually agreed and paid services;
- c) the right to be informed within agreed or statutory periods of any changes relating to the contractually agreed and paid services;
- d) the right to protection of the personal data provided to Blue Religion in connection with the Tour;
- e) the right to receive, no later than 7 days before the start of the Tour, further detailed written information on all matters important to the Traveller and known to Blue Religion, if not already contained in the Package Travel Contract or in other documents already handed over or made available to the Traveller, in particular:
 - i. specification of details stated in the Package Travel Contract that are not stated in other documents already handed over or made available to the Traveller;
 - ii. details of how to contact a minor or a representative of Blue Religion (including the Guide) at the place where the minor is staying, if the Tour is attended by a minor;
 - iii. the name, place of residence or contact address and telephone number of the Blue Religion representative whom the Traveller may contact for assistance in difficulties during the Tour and who is authorised to receive and handle the Traveller's complaints during the Tour within their competence;

- iv. all necessary documents the Traveller needs for the provision of the agreed services (e.g. a hotel voucher for the agreed accommodation and meals, a document for the Blue Religion representative at the destination for the provision of optional excursions);
 - v. information on travel insurance abroad or on the possibility of taking out such travel insurance.
 - f) the right to be informed without delay of any changes to the Tour programme, scope of services and price;
 - g) the right to cancel participation in the Tour by withdrawing from the Package Travel Contract at any time before the start of the Tour under the conditions set out in these GTC;
 - h) the right to notify Blue Religion in writing before the start of the Tour that another person (hereinafter the **"New Traveller"**) will participate in the tour instead of the Traveller, which may be done only within the period and under the conditions set out in these GTC; the notification must also include a declaration and signature of the New Traveller confirming that they agree with the concluded Package Travel Contract and meet all agreed conditions for participation in the Tour. On the day the notification is delivered to Blue Religion, the person named therein becomes the Traveller. The original Traveller and the New Traveller are jointly and severally liable for payment of the Tour Price and for the costs incurred by Blue Religion in connection with the change of Traveller;
 - i) the right to make a complaint about services in accordance with the conditions set out in these GTC.
2. The basic obligations of the Traveller include:
- a) to provide Blue Religion with the cooperation necessary for the proper procurement and provision of the agreed services, in particular to state truthfully and completely the details and information required by Blue Religion (according to the details in the travel document or identity document with which the Traveller will travel), to notify and prove any changes to these details without delay and to submit the documents required by Blue Religion;
 - b) to notify Blue Religion without undue delay of their position on any changes in the content of the agreed services if these are considered a change to a significant term of the Package Travel Contract under these GTC;
 - c) to attach a power of attorney of represented fellow travellers if they are not a spouse or the Traveller's own minor child;
 - d) to give timely notice, at the latest before the Package Travel Contract takes effect, of the foreign nationality of a fellow traveller (fellow travellers);
 - e) to ensure that persons under 18 years of age and persons whose state of health or other condition so requires are accompanied and supervised by a competent adult in accordance with Article I, point 9 of these GTC, and to ensure the submission of a power of attorney signed by the legal representatives of the juvenile or minor in accordance with Article I, point 9 of these GTC;
 - f) to pay the agreed Tour Price properly, on time and in full; if the Traveller does not pay the Tour Price on time, Blue Religion has the right to withdraw from the Package Travel Contract;
 - g) to arrive at the designated place at the set time and be ready; in the event of a delay not caused by Blue Religion, the Traveller is obliged to travel at their own cost and responsibility to the place corresponding to the Tour schedule;
 - h) to follow the instructions of Blue Religion or the Guide during the Tour, to observe the set programme, the applicable regulations of the visited country, the house rules of the accommodation facility and the transport rules of the means of transport used; to pay for any damage caused in the accommodation facility or in a means of transport during the Tour;
 - i) throughout the Tour, to comply with the customs, passport, traffic, security, health, hygiene and other legal regulations of the countries to which they travel;
 - j) to fulfil vaccination and other health obligations when travelling to countries for which such obligations are established;
 - k) to carry all valid travel documents required for entry into the visited country, in particular a travel document, visas and vaccination certificate (if required), and proof of travel insurance if the Traveller is insured; the Traveller is obliged to obtain these documents themselves unless Blue Religion has specifically offered and provided such a service;
 - l) to act in such a way as not to cause damage to the property of the travel agency Blue Religion or damage to the health and property of other Travellers on the tour, service providers and other third parties. If there is a suspicion that the Traveller could endanger or harm the life or health of other

Travellers on the tour or of third parties, the Traveller is obliged, at the request of Blue Religion and without delay, at the latest before the start of the Tour, to submit a medical certificate clearly showing that no such danger or harm will be caused or is imminent;

- m) to refrain from any conduct harming or restricting other Travellers on the Tour;
 - n) to report without delay any change in the personal data stated in the Package Travel Contract, in particular the contact address, telephone or other contact details, etc., for the purposes of fulfilling contractual obligations;
 - o) to ensure the proper and timely assertion of any claims against service providers in accordance with these GTC.
- 3. If, solely as a result of a failure to fulfil or a breach of the obligations set out in Article IV, point 2 of these GTC, the Traveller incurs costs or damage, the Traveller is not entitled to claim compensation from Blue Religion. If, as a result of the Traveller's failure to fulfil or breach of these obligations, Blue Religion incurs costs or damage, Blue Religion is entitled to claim compensation from the Traveller.
 - 4. Blue Religion is not obliged to procure or provide to the Traveller or to the persons for whose benefit the Package Travel Contract was concluded any performance beyond that agreed and paid for in advance.
 - 5. If the Traveller finds themselves in difficulty as a result of their intentional conduct or negligence, Blue Religion is entitled to request payment from the Traveller for the assistance provided. The amount of payment may not exceed the actual costs incurred by Blue Religion in providing assistance to the Traveller.

V. Changes to Agreed Services, Cancellation of the Tour by Blue Religion

- 1. If Blue Religion is forced to change a significant term of the Package Travel Contract before the start of the tour, it shall propose the necessary change of the contract to the Traveller. However, the following are not considered a change of significant terms of the contract:
 - a) the changes listed in Article III, point 9 of these GTC;
 - b) changes during the Tour and provision of an adequate alternative programme, or a change of the set Tour programme for reasons for which Blue Religion is not responsible or which arise from force majeure;
 - c) failure to provide the services of a Guide or local guide;
 - d) a change of airline, aircraft type, route and time. If the proposed change of contract leads to a change in the Tour Price, the new price must be stated in the proposal. The Traveller has the right to decide whether to accept the change or to withdraw from the Package Travel Contract without paying a cancellation fee (contractual penalty). The Traveller must notify Blue Religion of their decision in writing within the period set by Blue Religion in the change proposal. Otherwise, the Traveller is deemed to accept the proposed change.
- 2. The decision whether the Tour takes place is solely within the competence of Blue Religion. The Tour is subject to reaching the minimum number of travellers, and Blue Religion reserves the right, at its discretion, to carry out the Tour with a smaller number of participants.
- 3. Blue Religion further reserves the right to cancel the Tour as a result of events that cannot be prevented even with all reasonable effort, or as a result of unusual and unforeseeable circumstances.
- 4. If Blue Religion cancels the Tour, it is obliged to notify the Traveller in writing without undue delay, at the latest 21 days before the start of the tour. Blue Religion may do so within a shorter period only if there are reasons worthy of special consideration.

VI. Withdrawal from the Package Travel Contract

- 1. Blue Religion may withdraw from the Package Travel Contract before the start of the Tour on statutory grounds or due to a breach of contractually agreed obligations by the Traveller.
- 2. Blue Religion may withdraw from the Package Travel Contract before the start of the Tour without the obligation to compensate the Traveller for damage caused by such withdrawal only if
 - a) the number of Tour participants is lower than the minimum number of participants required under the Package Travel Contract and Blue Religion withdraws from the Package Travel Contract within the period specified in the package travel contract, but no later than
 - i. 20 days before the start of the Tour in the case of trips lasting more than 6 days,
 - ii. 7 days before the start of the Tour in the case of trips lasting between 2 and 6 days,

- iii. 48 hours before the start of the Tour in the case of trips lasting less than 2 days, or
 - b) unavoidable and extraordinary circumstances prevent Blue Religion from performing the Package Travel Contract and Blue Religion notifies the Traveller of the withdrawal from the Package Travel Contract without delay before the start of the Tour.
- 3. The Traveller has the right to withdraw from the contract at any time before the start of the Tour:
 - a) without giving a reason,
 - b) if the Traveller does not agree with a proposed change of the Package Travel Contract pursuant to Article V, point 1 of these GTC,
 - c) due to a material breach of Blue Religion's obligations under the Package Travel Contract or a breach of the Package Travel Act.
- 4. The Traveller shall give notice of withdrawal from the contract in writing by delivering it to Blue Religion electronically to the email address expeditions@bluereligion.org or by registered post to the address of Blue Religion. Withdrawal takes effect on the day the written notice of withdrawal from the Package Travel Contract is delivered to the registered office address or to the above email address of Blue Religion.
- 5. If the reason for the Traveller's withdrawal from the Package Travel Contract is a breach of Blue Religion's obligations, or if a new Package Travel Contract is not concluded pursuant to Article V, point 1 of these GTC, Blue Religion is obliged to refund to the Traveller, no later than within 60 days, the full amount received from the Traveller as payment of the Tour Price under the cancelled contract, and the Traveller is not obliged to pay Blue Religion a cancellation fee.
- 6. If the reason for the Traveller's withdrawal from the contract is not a breach of Blue Religion's obligations set out in the Package Travel Contract or the Package Travel Act, or if Blue Religion withdraws from the contract due to a breach of obligations by the Traveller, the Traveller is obliged to pay Blue Religion a cancellation fee. The amount of the cancellation fee depends on the number of days remaining until the start of the tour or the use of the agreed services and, unless agreed otherwise pursuant to Article I, point 2 of these GTC, is determined as follows, with the stated amounts applying per person regardless of age:
 - a) 120 days or more before the start of the Tour – cancellation fee of 30 % of the Tour Price;
 - b) 119 to 60 days before the start of the Tour – cancellation fee of 70 % of the Tour Price;
 - c) less than 60 days before the start of the Tour – cancellation fee of 100 % of the Tour Price.
- 7. If the Traveller does not join the Tour without prior withdrawal from the Package Travel Contract, or voluntarily does not use a service during the Tour, the Traveller is obliged to pay the full Tour Price. The same applies if the Traveller cannot join the Tour or use the service due to a breach of their obligations.
- 8. Blue Religion will not claim a cancellation fee:
 - a) if the Traveller provides a substitute, i.e. a New Traveller. The original Traveller and the New Traveller are jointly and severally liable for payment of the Tour Price and for the costs incurred by Blue Religion in connection with the change of Traveller. The original and New Traveller are obliged to notify Blue Religion of the change of Traveller without delay. The New Traveller shall arrange the entry permit and flight tickets themselves and at their own cost, unless agreed otherwise with Blue Religion;
 - b) if the Tour is cancelled by Blue Religion.
- 9. For determining the number of days for calculating the cancellation fee, the decisive day is the day on which the withdrawal from the Package Travel Contract takes effect, and this day is also included in the number of days.
- 10. Blue Religion has the right to set off its claim to the cancellation fee against the claim for refund of the paid deposit or the paid Tour Price or other ordered services. If the cancellation fee is lower than the paid Tour Price or ordered services, Blue Religion is obliged to refund the difference to the Traveller within 15 days of written notification of the account number to which the difference is to be transferred. If the cancellation fee is higher, the Traveller is obliged to pay the unpaid part of the cancellation fee without delay, at the latest within 7 days. The Traveller is not entitled to set off any of their claims against the claims of Blue Religion.
- 11. If the cancellation fee is not paid in full, the Traveller who concluded the Package Travel Contract on behalf of or for the benefit of other Travellers named in the Package Travel Contract is obliged to pay or make up the cancellation fee themselves, even if it later turns out that they concluded this Package Travel Contract in breach of Article I, point 3 of these GTC or if any of the represented Travellers did not participate in the Tour.

VII. Liability for the Provision of the Tour

1. Blue Religion is liable for breach of the Package Travel Contract even if the obligations are to be performed by other providers of travel services provided within the Tour.
2. If any of the travel services is not provided in accordance with the Package Travel Contract, the Package Travel Act or a special regulation, or does not have the characteristics which the Traveller could reasonably expect with regard to the offer and customs, the Traveller is obliged to notify Blue Religion or its authorised representative of this fact without delay.
3. Blue Religion is obliged, within a reasonable period set by the Traveller, to remedy the situation by bringing the travel service into conformity with the Package Travel Contract, the Package Travel Act or a special regulation, or with the reasonable expectations of the Traveller, if this is possible under the circumstances or does not cause Blue Religion disproportionate costs with regard to the extent of the breach of the Package Travel Contract and the value of the travel services concerned.
4. Setting a period pursuant to Article VII, point 3 of these GTC is not necessary if Blue Religion notifies the Traveller that it will not remedy the situation, or if the remedy cannot be postponed due to a special interest of the Traveller.
5. If Blue Religion does not remedy the situation pursuant to Article VII, point 3 of these GTC, it shall offer the Traveller substitute travel services, even if the Traveller's return to the place of departure is not ensured under the Package Travel Contract, and these substitute travel services must be:
 - a) of the same or higher quality than specified in the Package Travel Contract, at no additional cost to the Traveller, or
 - b) of lower quality than specified in the Package Travel Contract, with an offer of an appropriate price reduction for these travel services.
6. The Traveller may reject the substitute travel services offered by the travel agency Blue Religion pursuant to Article VII, point 5 of these GTC if they are not comparable with the travel services specified in the Package Travel Contract or if the price reduction offered for lower-quality travel services is not appropriate. If the Traveller rejects the substitute travel services in accordance with the first sentence or cannot accept them for objective reasons, the Traveller continues to use the travel services which are the subject of the notification pursuant to Article VII, point 2 of these GTC, and the travel agency Blue Religion shall provide the Traveller with an appropriate reduction of the Tour Price for the travel services which were the subject of the notification pursuant to Article VII, point 2 of these GTC.
7. If Blue Religion neither remedies the situation pursuant to Article VII, point 3 of these GTC nor provides the Traveller with substitute travel services pursuant to Article VII, point 5 of these GTC, the Traveller has the right to:
 - a) remedy the situation themselves and claim from Blue Religion reimbursement of the necessary costs incurred;
 - b) withdraw from the Package Travel Contract without paying a cancellation fee and claim an appropriate reduction of the Tour Price for travel services not provided properly and on time, if the breach of the Package Travel Contract is material.
8. The travel agency Blue Religion is obliged to draw up a written record in cooperation with the Traveller and hand over a copy of this written record to the Traveller if:
 - a) it does not remedy the situation pursuant to Article VII, points 3 and 5(a) of these GTC;
 - b) it provides the Traveller with substitute travel services pursuant to Article VII, point 5(b) of these GTC;
 - c) the Traveller, in accordance with the first sentence of Article VII, point 6 of these GTC, rejects the substitute travel services or cannot accept them for objective reasons;
 - d) the Traveller remedies the situation themselves pursuant to Article VII, point 7(a) of these GTC.
9. The Traveller has the right to make a complaint about the Tour within two years of the end of the Tour or, if the Tour did not take place, from the day on which the Tour was to end under the Package Travel Contract. If possible, the Traveller shall attach the written record pursuant to Article VII, point 8 of these GTC to the complaint.
10. The Traveller is entitled to an appropriate price reduction pursuant to Article VII, point 5(b) or Article VII, point 7 of these GTC. Unless the travel agency Blue Religion proves that the breach of the Package Travel Contract was caused by the Traveller, it is obliged to refund to the Traveller, within 30 days of the complaint being made, part of the price under the first sentence, taking into account the seriousness and duration of the breach of the Package Travel Contract; this does not affect the Traveller's right to claim damages

pursuant to Section 23 of the Package Travel Act.

11. If the Tour includes transport of the Traveller, Blue Religion shall, in the cases referred to in Article VII, point 6 or Article VII, point 7(b) of these GTC, provide repatriation by equivalent transport without delay and at no additional cost to the Traveller.
12. If, as a result of unavoidable and extraordinary circumstances, it is not possible to ensure the Traveller's return in accordance with the Package Travel Contract, Blue Religion shall bear the cost of necessary accommodation, if possible of the same category and class, for a maximum of three nights per Traveller. If special regulations on passenger rights applicable to the relevant means of transport for the Traveller's return provide for longer periods, those longer periods shall apply.
13. The limitation of accommodation costs pursuant to Article VII, point 12 of these GTC does not apply to persons with reduced mobility and persons accompanying them, pregnant women, unaccompanied minors or persons in need of special medical assistance, provided the travel agency was notified of their particular needs at least 48 hours before the start of the Tour.
14. The travel agency Blue Religion may not invoke unavoidable and extraordinary circumstances to limit its liability to bear accommodation costs pursuant to Article VII, point 12 of these GTC if the relevant transport provider cannot invoke such circumstances.
15. If, after the start of the Tour, Blue Religion does not provide the Traveller with the services or a substantial part thereof properly and on time, or finds that it will not be able to provide them even though it is obliged to do so under the Package Travel Contract, it is obliged to take measures without delay so that the Tour can continue. If the continuation of the Tour cannot be ensured other than by means of services of lower quality than agreed in the Package Travel Contract, Blue Religion is obliged to refund to the Traveller the price difference between the services offered and ordered. However, a change of accommodation facility where the accommodation and related services are procured in the same or higher category or standard, a change of the set tour programme for reasons for which Blue Religion is not responsible or changes due to force majeure, and failure to provide the services of a Guide or local guide shall not be considered services of lower quality.
16. If lower-quality services cannot be provided or the Traveller does not accept them, Blue Religion is obliged to refund the difference in the Tour Price to the Traveller. If the Tour includes transport, Blue Religion is obliged to provide the Traveller with transport back to the place of departure or to another place of return agreed by the Traveller, including necessary substitute accommodation and meals.
17. If the scope or quality of services is lower than agreed in the Package Travel Contract, the Traveller has the right to make a complaint, which must be made in accordance with the Complaints Procedure set out in Article VIII of these GTC.
18. Blue Religion is obliged to provide appropriate assistance to a Traveller in difficulty without delay, including in the circumstances referred to in Article VII, point 12 of these GTC, in particular by providing:
 - a) appropriate information on health services and local authorities,
 - b) assistance to the Traveller with distance communication and with finding alternative solutions to the problem.
19. If the Traveller finds themselves in difficulty as a result of their intentional conduct or negligence, Blue Religion is entitled to request payment from the Traveller for the assistance provided. The amount of payment may not exceed the actual costs incurred by Blue Religion in providing assistance to the Traveller.
20. If the Traveller does not join the Tour without prior withdrawal from the Package Travel Contract, or voluntarily does not use a service during the tour or stay, the Traveller has no claims against Blue Religion arising from liability for defects. The same applies if the Traveller cannot join the tour or use the service due to a breach of their obligations.
21. If circumstances arise whose occurrence, course and consequences do not depend on the activities and conduct of Blue Religion, or circumstances on the Traveller's side, as a result of which the Traveller does not use, in whole or in part, the services ordered, paid for and provided by Blue Religion, the Traveller is not entitled to a refund or reduction of the price of these services or of the Tour Price.
22. If, as a result of a breach of or failure to comply with obligations laid down by the laws in force at the place of stay, the Traveller is expelled from the country or place of stay or another preventive or sanctioning measure is applied against them, the Traveller has no right against Blue Religion to compensation for any damage,

costs or other harm incurred in this connection.

23. Blue Religion expressly draws attention to possible delays of means of transport due to deteriorated road conditions, congestion at border crossings, the organisation of air transport, adverse weather, or technical and operational reasons. Blue Religion is not liable for damage caused by delays of means of transport under the conditions set out in particular in Article VII, point 14 of these GTC. The Traveller has no right to withdraw from the Package Travel Contract due to delays of means of transport.
24. Blue Religion is not liable for damage caused by withdrawal from the contract or breach of obligations which was not caused by Blue Religion or its service providers, where the damage was caused by the Traveller or a third party unconnected with the provision of the tour, or by an event that could not be prevented even with all reasonable effort, or as a result of unusual and unforeseeable circumstances.

VIII. Complaints Procedure

1. By this complaints procedure, Blue Religion, in accordance with Section 18(1) of Act No. 250/2007 Coll. on Consumer Protection and on Amendments to Act No. 372/1990 Coll. on Offences, as amended (hereinafter the "**Consumer Protection Act**"), duly informs the traveller of the conditions and method of exercising rights when making a complaint about services.
2. This complaints procedure is issued in accordance with Act No. 40/1964 Coll., the Civil Code, as amended (hereinafter the "**Civil Code**"), the Consumer Protection Act, the Package Travel Act, and other generally binding legal regulations of the Slovak Republic.
3. If the scope or quality of services is lower than agreed in the Package Travel Contract, the Traveller has the right to make a complaint. The Traveller must exercise the right to have a defectively provided service remedied without undue delay, directly on site with the service provider or with the authorised representative of Blue Religion (e.g. the Guide), so that immediate remedy can be arranged. The Blue Religion representative (e.g. the Guide) is obliged to decide on the method of handling the complaint immediately within their competence, in complex cases no later than 3 working days from the day the complaint was made and, in justified cases, in particular where a complex technical assessment of the service is required, no later than 30 days from the day the complaint was made. Once the method of handling the complaint has been determined, the complaint shall be handled immediately; in justified cases it may be handled later; however, the handling of the complaint may not take longer than 30 days from the day the complaint was made. After the period for handling the complaint has expired, the consumer has the right to withdraw from the Package Travel Contract.
4. If it is not possible to handle the complaint and arrange a remedy immediately, the Blue Religion representative (e.g. the Guide) or the service provider shall draw up with the Traveller a complaint record identifying the tour, the Traveller and the subject of the complaint. The record shall be signed by the Blue Religion representative (e.g. the Guide) or the service provider and by the Traveller, who receives one copy. The signature of the Blue Religion representative (e.g. the Guide) and of the service provider shall not be considered as consent to the content of the record or to the validity of the alleged deficiencies – it serves exclusively to verify the authenticity of the record as a basis for a subsequent complaint. The Traveller is obliged to submit this confirmed record when making a complaint to Blue Religion.
5. The Traveller must exercise their right from a complaint in writing with Blue Religion without delay, but no later than two years from the end of the Tour or, if the Tour did not take place, from the day on which the tour was to end under the Package Travel Contract, otherwise this right expires. Blue Religion is obliged to respond in writing to all complaints submitted in accordance with these conditions no later than 30 days from receipt of the complaint. Damage and property loss covered by an insurance company under an insurance contract (e.g. injury), or damage excluded from insurance coverage, shall not be considered grounds for a complaint.
6. Travellers may send their complaints to the address: Klineová 37, 821 08 Bratislava, or by email to: expeditions@bluereligion.org.
7. Alternative dispute resolution: The Traveller has the right to contact Blue Religion with a request for redress if they are not satisfied with the way Blue Religion handled their complaint or if they believe that Blue Religion has violated their rights. The Traveller also has the right to exercise and resolve their rights and claims out of court and for this purpose to submit a proposal to initiate alternative dispute resolution (hereinafter the "**Proposal**") to an alternative dispute resolution body pursuant to Act No. 391/2015 Coll. on

Alternative Resolution of Consumer Disputes and on Amendments to Certain Acts, if Blue Religion has rejected the request under the previous sentence or has not responded to it within 30 days of its dispatch. The current list of bodies authorised for alternative dispute resolution is available at: <https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativne-ho-riesenia-spotrebitelskych-sporov-1>

IX. Common and Final Provisions

1. The Package Travel Contract and all legal relationships to which these GTC apply are governed by the laws of the Slovak Republic and the relevant provisions of the Civil Code, the Package Travel Act and the Consumer Protection Act (unless the relevant EU Regulations and relevant international treaties by which the Slovak Republic is bound mandatorily provide for another governing law).
2. Blue Religion is entitled to unilaterally amend these GTC at any time, and the new version of the GTC takes effect upon its publication on the Portal; GTC amended in this way may also apply to the terms of Tours under Package Travel Contracts concluded before the new version of the GTC took effect, provided this does not conflict with the mandatory provisions of the Package Travel Act and the Civil Code.
3. The contracting parties have agreed that the Package Travel Contract may be amended or terminated only in the manner prescribed for the conclusion of the Package Travel Contract, i.e. in writing or in another appropriate form.
4. Blue Religion is entitled to communicate the content of a written document to the Traveller by telephone or by email. In such case, the document is deemed delivered at the moment its content is communicated to the Traveller by telephone or at the moment the email is sent.
5. If any provisions of these GTC were invalid at the time of their issue, or become invalid later, this shall not affect the validity of the other provisions of the GTC. Instead of the invalid provisions of the GTC, the provisions of the Civil Code, the Commercial Code, the Package Travel Act and other applicable laws of the Slovak Republic closest in content and purpose shall apply.
6. For the delivery of electronic messages (email), an electronic document is deemed delivered upon its delivery to the Traveller's mailbox. For the delivery of written documents, a consignment is deemed delivered even if the addressee refuses to accept it, or if the addressee fails to collect it through their own fault or omission. In such case it is deemed delivered upon expiry of the storage period at the post office as determined by the sender and return of the consignment to the sender, of which the sender must provide undamaged proof. Notices delivered by courier shall be deemed delivered upon acceptance by the addressee. If delivery by courier is unsuccessful, the moment of delivery shall be deemed to be the third day after the first delivery attempt, the delivery attempt being proven by a declaration of the courier.
7. By concluding the Package Travel Contract, the Traveller declares that they have been informed of the content of the Package Travel Contract and these GTC, of the scope and content of the services offered and of the characteristics of the tour stated on the Portal (or of a written supplementary Tour offer on the internet), and considers this information sufficient for concluding the Package Travel Contract. By concluding the Package Travel Contract, the Traveller confirms that this information and the content of the GTC are known to them and that they agree with them.
8. The Traveller cannot waive the rights granted to them by the Package Travel Act. Contractual arrangements or declarations of the Traveller by which the traveller waives their rights under the Package Travel Act, restricts these rights or circumvents this Act are invalid.