



Conditions of Participation in Tourist Events Organized by FreeGallop, Further Referred to as the “Participation Conditions”

I. Preliminary Provisions

Par. 1. The Participation Conditions define the principles of participation in a tourist event organized by FreeGallop Ltd. (further: FreeGallop).

Par. 2. The present Participation Conditions are effective as of 01.03.2011 until further notice.

Par. 3. Together with the offer, the reservation, the reservation acceptance, the present Participation Conditions constitute an integral part of the tourist services provision agreement, (further: agreement) concluded between FreeGallop and the person intending to participate in a tourist event (further: the Client), unless otherwise stated in the agreement.

Par. 4. FreeGallop reserves the right to make changes and to update information on services provided by FreeGallop. Should this happen, the binding information is the information contained in the materials existing on the day of the reservation made by the Client.

II. Tourist Event Reservation

Par. 5. A tourist event can be reserved personally, by e-mail, by post or by fax.

Par. 6. A reservation is binding for FreeGallop and the Client at the moment of sending of a reservation acceptance receipt issued by FreeGallop to the Client, following FreeGallop's prior receipt of a completed and signed reservation form and confirmation of an advance payment (according to par. 9).

Par. 7. A reservation on behalf of all participants of a tourist event proposed in the registration form (further: the Participants) can only be made by a party whose business activity consists in permanently acting as an agent in providing tourist services for tourist organizers who have countrywide permissions, or for other service providers based in the country. In this event, the reserver, jointly with the Client, are responsible for making the payment of the price of the tourist event.

III. Tourist Event Price

Par. 8. The advance payment is equal to 25% of the tourist event price, and in case of reservations for groups of over 7 people, the advance payment is equal to 50% of the tourist event price. The advance payment is exigible at the moment of reservation being made.

Par. 9. The remaining amount of the price is exigible within a non-extendible period of 21 days before the start of the tourist event. Should the advance payment be paid by bank transfer, the Client is obliged to send to FreeGallop a bank transfer confirmation (payment receipt) by fax or electronically 21 days before the start of the tourist event at the latest, unless the reservation is made in person. Should the reservation be made using a credit card, the transaction should be recognized in the Client's account 21 days before the start of the tourist event at the latest.

Par. 10. At the moment of payment of the full tourist event price, the advance payment is recognized against the full tourist event price.

Par. 11. Should the tourist event price not be paid in full within a period defined in par. 9, FreeGallop may cancel the services provision agreement by making deductions from the amount paid in by the Client, as defined in par. 23.

Par. 12. Unless otherwise stated in the reservation or in the offer, the tourist event price includes in particular: the payment for the means of transport from the place of tourist event start to its ending place, for luggage transportation, for catering, for accommodation and for the care of a FreeGallop representative – to the extent and on terms included in the offer and in the reservation.

Par. 13. The tourist event price does not include the costs of getting a passport, vaccination, participant's insurance (liability insurance, accident insurance, etc.), and the responsibility for obtaining them rests with the event's participant.

Par. 14. The prices of the tourist events and of the extra services included in FreeGallop's offer are expressed in Polish zlotys (PLN). The amounts included in FreeGallop's offer expressed in euros and British pounds do not constitute a price, but serve exclusively as information on what amount (in euros or British pounds) a given price is equivalent to, based on NBP's (National Bank of Poland) current exchange rate on the day indicated in the offer. If – should the reservation be made by blocking funds in the Client's bank account – the present account is managed in a different currency than the Polish zloty, the reservation amount is determined based on the reservation amount expressed in Polish zlotys using National Bank of Poland's current exchange rate between the given currency and the Polish zloty on the day of reservation.

IV. Scope of Services Provided

Par. 15. The scope and the conditions of provision of services included in the agreement are referred to as the offer included in catalogues, leaflets, on www.freegallop.pl, www.freegallop.com Internet pages as well as on other information carriers issued by FreeGallop. Unless otherwise provided in the reservation, the above mentioned offer constitutes an integral part of the tourist services provision agreement.

Par. 16. Any information at variance with the content of the information defined in par. 15 is not binding for FreeGallop. Catalogues, pamphlets, brochures and other informational materials which do not come from FreeGallop do not constitute part of the tourist services agreement.

V. Change of Scope and Conditions of Provision of Services and Change of Price

Par. 17. FreeGallop reserves the right to make changes in the provisions of the agreement, should FreeGallop be forced to so for independent causes.

When making significant changes in the decisions of the tourism services provision agreement, FreeGallop should immediately, yet no later than within 7 working days of such changes being made, notify the Client of their content.

In such an event, the Client may, by written declaration:

1. withdraw from the agreement on return of services provided,
2. accept the change,
3. shift the reservation to a different tourist event from FreeGallop's offer.

Should the price of the new tourist event chosen by the Client be lower than the previous one, the difference amount shall immediately be returned to the Client, no later however than within 7 working days of the moment of FreeGallop having received the Client's written statement of choice of a different tourist event from FreeGallop's tourist offer. Should that price be higher, the Client is obliged to pay the difference amount immediately, no later however than within 7 working days of the moment of FreeGallop having received the Client's written statement of choice of a different tourist event from FreeGallop's tourist offer.

The Client's failure to submit a written statement within 7 working days of the day of receipt of FreeGallop's notification of change in the agreement's significant provisions is treated as acceptance of the changes made.

Par. 18. FreeGallop reserves the right to change the offered tourist event price within 21 days

before the start of the tourist event, should a circumstance arise causing an increase in the tourist event's organization costs (e.g. increase in transport costs, change of exchange rates). FreeGallop shall be obliged to notify the Client each time of the need to raise the price and to give the reason of the rise.

Par. 19. Should the tourist event price be raised by an amount of over 10% of the price arranged with the Client, the Client has the right to withdraw from the tourist services provision agreement, no later than within 7 working days, without incurring additional costs of the withdrawal, on return of the amount paid in by the Client. FreeGallop shall return the amount paid in by the Client to a bank account indicated by the Client immediately, no later however than within 7 working days of the moment of FreeGallop having received the Client's written statement of withdrawal from the agreement.

The Client's failure to submit a written statement within 7 working days of the day of receipt of FreeGallop's notification of change in the price is treated as acceptance of the change made.

Par. 20. The possible changes of accommodation or accommodation place may result exclusively from reasons on the part of FreeGallop's contractors or a force majeure case and may not constitute a basis for the Client's complaint.

VI. Client's Resignation

Par. 21. Prior to the commencement of a tourist event, the Client may resign from participation. The resignation requires the Client to submit an appropriate written statement signed by the person who made the reservation. The resignation date is the date of FreeGallop's reception of the present statement.

Par. 22. If the Client resigns from participation in a tourist event or if the Client fails to start a tourist event for reasons independent of FreeGallop, FreeGallop reserves the option to demand payment of amounts equivalent to the costs incurred for the preparation of the tourist event as well as to the profit lost as a result of the preparation of a tourist event.

Par. 23. Amounts mentioned in par. 22 are specified as flat-rate resignation costs, they constitute a part of the tourist event price specified in percentage terms, and their value depends on the time left from the resignation to the commencement of the tourist event. The following resignation costs are established:

1. should the resignation take place up to 21 days before the commencement of a tourist event at the latest, FreeGallop has the right to keep the advance payment paid,
2. should the resignation take place between the 20th and the 15th day before the commencement of a tourist event, FreeGallop has the right to keep 60% of the price arranged,
3. should the resignation take place between the 14th day before the commencement of a tourist event and the day of commencement of a tourist event, FreeGallop has the right to keep 80% of the price arranged,

Par. 24. The Client may transfer all of the rights that the Client has by virtue of the tourist services provision agreement to a person who meets the conditions of participation in a tourist event, provided that at the same time that person declares that they meet the conditions of participation in a tourist event and take over all of the obligations resulting from this agreement, and if the Client informs FreeGallop about it 14 days before the commencement of a tourist event at the latest. The moment of notification is considered to be the moment of FreeGallop's reception in writing, electronically or by fax of the Client's information along with the declaration of the person taking over the rights and obligations. The responsibility for the tourist event price defaulted on and for the costs incurred by FreeGallop as a result of the change of the tourist event participant, rests jointly with the Client and the person taking over the rights of the Client. The present costs of change of participant are equal to PLN 100.

VII. Agreement Termination by FreeGallop

Par. 25. Should the minimum number of tourist event participants fail to be reached,

FreeGallop has the right to cancel the planned tourist event, no later than 21 days before the planned commencement. The amounts paid in are then returned to the Client to a bank account indicated by the Client immediately, no later than within 7 working days of cancellation of the tourist event.

Par. 26. FreeGallop may withdraw from the agreement at any time for reasons caused by the Client's fault, if, in the course of the tourist event, the Client:

1. does not have riding skills sufficient for participation in a given tourist event and, in the guide's judgement, the skills are significantly worse than those declared earlier,
2. in spite of reprimand, grossly disobeys the tourist event's programme,
3. in spite of reprimand, acts in a gross manner, contrary to the agreement,
4. deliberately violates Polish criminal law or petty offences' code,
5. is in an intoxicated state, under the influence of narcotics or psychotropic substances,
6. poses a danger to the event's participants or to themselves.

Should this happen, FreeGallop is released from the obligation to ensure the Client's return from the tourist event, and the Client may not demand compensation. Should this happen, FreeGallop has no obligation to return the price of the tourist event. FreeGallop is obliged to reimburse the expenses which have not been incurred by FreeGallop owing to an earlier termination of the tourist services provision agreement, unless these expenses correspond to extra expenses incurred by FreeGallop as a result of termination of the tourist services agreement.

Par. 27. As a result of force majeure (e.g. war, natural disaster etc.) or an event neither of the parties to the agreement had any influence on, should the provision of the tourist event be at risk, disrupted or hindered, both the Client and FreeGallop have the right to terminate the tourist services provision agreement. In such a case, the rule of par. 23 of the present participation conditions does not apply. FreeGallop has no obligation to reimburse the amount paid for services provided until the moment of agreement termination. The costs connected with services that have not been provided by FreeGallop and the costs connected with services remaining until the end of the tourist event are incurred by the parties on a fifty-fifty basis. FreeGallop shall transfer half of the amounts for services that have not been provided to the Client's bank account within 7 working days of the date of the tourist service agreement termination. The remaining additional costs are incurred by the Client. Further counterclaims are inadmissible.

VIII. Prolongation of Stay, Individual Course of Tourist Event

Par. 28. At the Client's request, FreeGallop may organize a tourist event according to an individual programme or arrange the prolongation of a stay at an event that has already been organized. The price of such a tourist event is a result of FreeGallop's calculation and arrangements with the Client.

IX. Client Insurance for the Duration of the Tourist Event

Par. 29. Because of the dangerous nature of horse riding and the high probability of an accident occurring, the Client is obliged to have accident and death insurance that covers the expenses of medical care, transportation home as well as liability insurance for the duration of the tourist event. Submission of the present insurances is a condition of participation in a tourist event. The Client is obliged to provide (by post, fax or electronically) a copy of the insurance policy on the day preceding the day of the tourist event commencement at the latest. The Client is obliged to have the insurance policy document with them for the duration of the entire tourist event.

Par. 30. The Client is also obliged to make sure that their insurance agreement does not include clauses that limit compensation payment in the event of taking actions which are the subject of the tourist event organized by FreeGallop. The minimum content of an insurance

agreement that the Client is obliged to contract is specified in the annex to the reservation form.

X. Resignation Insurance

Par. 31. FreeGallop recommends the Client to contract an insurance against the costs of resignation from a tourist event.

XI. Insolvency Insurance

Par. 32. To secure potential claims for the return of money paid in to FreeGallop to the Clients, FreeGallop has contracted an Insurance Warranty no 02.666.782 dated 01/02/2016.

XII. FreeGallop's Liability

Par. 33. FreeGallop undertakes to execute the tourist services provision agreement in accordance with the provisions of the concluded agreement, maintaining due care, considering the professional nature of the business activity run by FreeGallop.

Par. 34. FreeGallop is responsible for failure to execute or inadequate execution of the tourist services provision agreement unless the failure or inadequate execution is caused by a Client's action or nonfeasance, an action or nonfeasance of third parties not participating in the execution of the services included in the tourist services provision agreement, if the actions or nonfeasances could not have been foreseen or are a result of force majeure.

Par. 35. FreeGallop's liability for material losses on account of failure to execute or inadequate execution of services during a tourist event is limited to two times the tourist event price towards each Client.

Par. 36. FreeGallop bears no responsibility for information on places visited and services provided, that comes from other persons than FreeGallop.

Par. 37. Transport services provided as part of the tourist services provision agreement concluded with the Client are executed in accordance with the given carrier's transport conditions.

XIII. Client Duties

Par. 38. A Client who concludes a tourist services provision agreement with FreeGallop is obliged to make a declaration that they have made themselves acquainted with and agree with all the conditions regarding the tourist event included in the reservation, in particular with the present participation conditions, the offer along with the comments, stipulations, advice that need to be considered when participating in a tourist event, and that their health condition and physical fitness allow them to participate in the present event.

Par. 39. A Client who concludes a tourist services provision agreement with FreeGallop, whose subject activity is a horseback tour, or there is horse riding planned in the programme, is obliged to make a written declaration that:

1. they have adequate skills necessary for participation in such an event,
2. the tourist event they are going to participate in carries a high risk of falling ill, accident, body injury that cannot be excluded or limited, even through great care on the part of the guide,
3. is aware that due to the conditions of a tourist event that takes place in out-of-the-way regions of Poland and the technical and logistic difficulties that are connected therewith, the chance of medical treatment may be limited, so even trivial incidents may have serious consequences,
4. is aware that it is required of the Client to have their own responsibility and caution, their own appropriate preparation for the tourist event, as well as high readiness to take risks.

Par. 40. The duties resulting from par. 38 and par. 39 also concern those Clients, on whose behalf a reservation has been made by an agent (par. 7). If the Client is a minor his statutory representative is obliged to make the present declarations along with a declaration of consent to the minor's participation in the tourist event.

Par. 41. Throughout the tourist event, the Client is obliged to:

1. obey the Polish law,
2. absolutely submit to the commands of the FreeGallop representative and of the people responsible for the execution of the tourist event.

Par. 42. Should the Client fail to leave for the event on a set date or should they be late for the means of transport, wander off from the group during the tourist event, FreeGallop has no obligation to arrange additional transport for the Client to be able to join the rest of the tourist event's participants.

Par. 43. During the tourist event, should the Client find that the agreement is being executed defectively, the Client is obliged to immediately inform a FreeGallop representative about it.

XIV. Complaints and Expiration of Claims

Par. 44. Claims regarding the failure to execute or inadequate execution of the agreement during the tourist event ought to be made immediately to a FreeGallop representative, if possible, in the written form.

Par. 45. Any claims regarding a course of a tourist event that is at variance with the agreement ought to be reported to FreeGallop in writing, not to be void, to FreeGallop's address within one month of the moment of the tourist event's ending specified in the agreement. After this period, the Client may report claims only if they could not have kept on the schedule without their own fault.

Par. 46. FreeGallop provides answers to a submitted complaint within 30 days of the date of delivery to FreeGallop's address.

Par. 47. The basis of a complaint may not be incorrect information found in other sources than materials published by FreeGallop.

Par. 48. A complaint shall not be accepted in the following cases:

1. if the subject of the complaint had been known to the Client before the tourist event started, and they only made the complaint after the return from the tourist event. If FreeGallop had been informed of the subject of a complaint by the Client before the tourist event started, and the complaint had not been examined before the event started, the Client has the right to withdraw from the agreement and to receive a full refund of the amount paid for the tourist event,
2. if FreeGallop has made changes in the tourist event's programme in order to guarantee the participants' safety,
3. should price differences occur on account of fluctuations of currency exchange rates according to NBP following the issue of a reservation acceptance document.

XV. Final Provisions

Par. 49. In matters not regulated in the tourist services provision agreement, regulations of the Civil code and the August 29, 1997 tourist services act shall apply.

Par. 50. The Client agrees for the personal details necessary for the execution of the tourist event to be processed, updated and made available.