



## **GENERAL TERMS AND CONDITIONS OF BUSINESS – CERTITUDO PARTNER D.O.O.**

### **1. CONTRACT – GENERAL PROVISIONS**

These General Terms and Conditions of Business and Package Arrangements (hereinafter: General Terms) are an integral part of the package arrangement program (hereinafter: package arrangement/arrangement/travel) and the Package Arrangement Agreement (hereinafter: Agreement), concluded between the travel agency Certitudo partner d.o.o., Zagreb (hereinafter: Certitudo partner/Organizer), Zagreb, Personal identification number (OIB): 41358203921, and the Traveler or travel contractor (hereinafter: Traveler).

These general conditions are an integral part of all other services concluded between the Organizer and Traveler.

These general conditions are also valid when a third party - a trader or arrangement seller - sells services for which Certitudo is the partner organizer.

If in a particular program of a package arrangement, excursion and specific tourist service there are published terms and conditions different from those published in these general conditions, then the terms and conditions published with the relevant program of package arrangements, excursions and specific tourist service are valid and apply. For the part of the provisions that are not defined with a particular arrangement, excursion and/or specific tourist service, these general conditions apply.

In all programs in which Certitudo partner acts as an intermediary, Certitudo partner is not responsible for the implementation of package arrangements, excursions and services, rather, the responsibility lies with the responsible organizer.

### **2. APPLICATIONS, RESERVATIONS AND PAYMENT**

Applications for a package arrangement, excursion and/or specific tourist service are received via a form on the certitour.com website, via e-mail, at the Certitudo partner office, and at authorized intermediaries.

When applying, the Traveler is obligated to provide all the information and attach the documents required by the package arrangement program/excursion/realization of a specific service and to pay the advance payment and the costs of the application or reservation.

Based on the received application, Certitudo partner will send the Traveler a payment offer - an call to pay the reservation amount or the entire amount. The offer is valid only until the end of the day (and hour) of the option delivered to the Traveler and serves as information about the payment amount and can not be used for other purposes. If there is no day (and hour) on the offer, it is only valid for 12 hours from the date of issue. If the Traveler does not pay the required amount within the period specified in the offer, it will be considered that

he/she has withdrawn his/her application, that is, the reservation for a package arrangement, excursion or service will not be valid.

By paying the amount of the reservation or the entire amount of the arrangement, excursion and/or service within the deadline specified in the offer for payment, it is considered that the contract between Certitudo partner and the Traveler has been concluded and that the Traveler fully accepts these travel conditions, which he/she has previously carefully read, that is, the Traveler fully accepts the conditions listed with an individual package arrangement, excursion or service. In this way, the Contract is concluded and its terms become a contractual obligation for both the Traveler and the Organizer.

A Traveler who does not provide their correct information during their application process, is responsible for all costs and consequences caused by the use of incorrect information. The Traveler can cancel their application only in accordance with the provisions on the cancellation of the arrangement/excursion/service by the Traveler, contained in these General Terms and Conditions, or the conditions of the individual arrangement/excursion/service.

If the Traveler cancels a confirmed reservation that was made according to his request and payment, Certitudo partner can, in addition to cancellation costs, also charge the Traveler reservation costs (administrative costs), in the amount of 10 EUR (75.35 HRK) per person.

For complex offers (tailor made programs - programs at the client's request, B2B offers, etc.), Certitudo partner may request a deposit for the preparation of the offer in the amount of 50 EUR (376.73 HRK), depending on the complexity of the individual request.

When making a "reservation on request" (RQ-request), the Traveler pays a deposit in the amount determined by the scale of cancellation costs of the responsible organizer, which can not be less than 10% of the total price. Without advance payment, the reservation is not valid. The Traveler agrees not to claim interest due to prepayment. In this way, everything indicated in these terms and conditions of the responsible travel organizer becomes legally binding for the Traveler and for the travel organizer, if the responsible organizer confirms the "reservation on request".

### **3. CONTENT AND PRICE OF PACKAGE ARRANGEMENTS, EXCURSIONS AND INDIVIDUAL SERVICES**

The content of the package arrangement consists of, that is, the price of the arrangement includes everything stated in the travel program. The price of the arrangement, unless otherwise specified in the travel program, as a rule includes: transportation services, hotel and other services specified in the program and travel organization, and, when necessary for a particular program, mandatory surcharges. Unless otherwise defined in the program, the prices of the individual arrangement are valid for one person and for accommodation in a double room used by two people.

The price of the excursion includes everything stated in the excursion program and unless otherwise stated, the price of the excursion is valid for one person.

If it is specified in the travel program, the price may also include airport passenger fees, as well as the costs of professional and local guidance. The price of the arrangement does not include (unless otherwise agreed upon): optional excursions and visits, possible costs of obtaining and issuing visas, entrance fees to the facilities to be visited.

Special services are services that are not included in the price of the arrangement and are therefore paid for separately by the Traveler (single room, special dietary requirements, etc.). These services should be requested during the application process and the Traveler pays for them when paying for the arrangement.

Optional services requested by the Traveler during the trip are paid to the tour leader or a representative of the Travel Organizer in the currency of the country where the service is provided.

Travel prices are published on the travel program (package-arrangement) and excursions, and are valid from the day the program is published. The prices stated in our programs are based on the contract with our partners and do not have to correspond to the prices published on the spot in the destination, and any price difference can not be the subject of a complaint (official complaint). In the case of air tickets, air taxes are subject to change until the date of issuance of the air ticket. The prices of the arrangement are published in euros (EUR) and kuna (HRK), and converted at the fixed exchange rate for the euro, which is 7.53450 kuna for the euro, which was determined by the Council of the European Union.

For additional services that are not included in the contract, and those requested by the Traveler during the duration of the arrangement or excursion, and paid for on the spot at the direct service provider, Certitudo partner is not responsible as the Travel Organizer, regardless of the assistance that the agency representative will provide to the Traveler in obtaining these services and information on the approximate prices of these services. In the program, Certitudo partner can recommend that the Traveler pay for certain services, such as optional excursions, sports equipment rental, etc., on the spot. In this case, Certitudo partner does not act as an Organizer nor as an intermediary, but only as an informant. In this case, the Traveler can send official complaints exclusively to the service provider, on the spot.

The Organizer reserves the right to increase prices, if the price increase is a direct consequence of a change in the price of suppliers: accommodation, meals, Traveler transportation resulting from the cost of fuel or other energy sources, the amount of taxes or fees for travel services included in the contract determined by third parties who are not directly involved in the execution of package arrangements, excursions or individual services; including tourist taxes, landing fees or charges for embarkation or disembarkation at ports and airports or exchange rates relevant to the package arrangement.

The traveler is obligated to accept a price increase of up to 8%. If there is an increase in the price in the amount of more than 8%, the Traveler has the right to cancel the arrangement, excursion and/or individual service, without the cost of cancellation, and to inform the agency within 48 hours of receiving the notification in writing. In this case, the Traveler has the right to a refund of the amount paid without the right to compensation for damages and any visa, insurance, vaccination and similar costs.

If the Traveler does not cancel within the specified period, it is considered that he agrees with the price change. In case of cancellation, the Traveler is not entitled to compensation.

#### **4. CATEGORIZATION AND DESCRIPTION OF SERVICES**

Offered accommodation facilities, restaurants, means of transport, etc. are described according to the official categorization of the local tourist board or other competent organization, at the time of publication of the travel program. Certitudo partner points out that the official categorization, accommodation and food standards, level of service, etc. differ from location to location, and from country to country. Certitudo partner will provide the Traveler with all relevant information at its disposal, which relates to categorization and services.

The information that the Traveler receives at the point of sale does not bind the Organizer to a greater extent than the information provided in the travel program.

#### **5. ACCOMMODATION IN ROOMS/APARTMENTS**

The allocation of accommodation units (rooms or apartments) is determined by the reception in the place of stay. If the Traveler has not expressly agreed on a room/apartment with special features, he will accept any officially registered room/apartment for rent in the respective facility. If possible, the Organizer will try to satisfy the Traveler's additional request for accommodation (comfort, room orientation, floor, etc.), but can not guarantee the fulfillment of such a request. Accommodation is usually not possible before 3:00 p.m. on the day the service begins, and must be vacated by 10:00 a.m. unless otherwise stated in the travel program or individual accommodation offer. Arrivals after 5:00 p.m. must be announced in advance, unless indicated otherwise. The number of available beds in the apartment also determines the maximum possible number of guests in the apartment, i.e. the apartment can not accommodate more guests. A child, depending on the age and policy of the hotel/renter, can be counted as an adult. The owner of the apartment has the right to refuse the accommodation of guests on the spot if the number of people is greater than the number announced by the agency. It is not allowed to bring pets into the rooms/apartments unless otherwise stated, and if allowed, an additional fee is paid for the stay of pets.

## 6. BAGGAGE

Baggage transportation by plane is free of charge up to the weight determined by the airline. Excess baggage is paid by the passenger according to the applicable prices of the airline. Children under two years of age are not entitled to free baggage transportation in air transportation. In airplane transport, the airline is solely responsible for the loss of luggage, in accordance with the international regulations that apply in air transport. In case of loss of baggage in airplane transport, the Traveler (airplane passenger) fills out the PIR form of the airline and hands one copy to the representative of the carrier or another authorized person, and keeps one copy for himself/herself.

When traveling by bus, the Traveler can, in accordance with the regulations of the bus carrier, hand over a certain number of luggage. Passengers are obligated to take care of their belongings brought into the bus area, and they are obligated to take them with them every time they leave the bus. Otherwise, the Traveler (bus passenger) are solely responsible for the theft, loss or damage of things left in the bus cabin without their supervision. Baggage is transported at the Traveler's risk, therefore it is recommended to insure luggage with an insurance company.

In case of loss of luggage in the hotel, the Traveler should contact the representative of the hotel where the luggage was lost or another authorized person.

The travel Organizer is not responsible for destroyed or lost luggage, as well as for theft of luggage or valuables in the hotel (renting a safe is recommended). The Traveler submits a report for damaged or lost luggage to the carrier or the reception of the accommodation facility, depending on where the damage or loss occurred.

## 7. OBLIGATIONS OF THE TRAVEL ORGANIZER

The Organizer is obliged to take care of the execution of services as well as the selection of service providers for the package arrangements and excursions that he organizes. The Organizer is obliged to provide the Traveler with all the services that are listed in the program as included for a particular arrangement and excursion, and is responsible to the Traveler for possible non-performance of services or part of the services. The Organizer excludes all responsibility in case of changes and non-performance of services caused by force majeure (greater forces) and due to delays of means of transport for which the carrier is not responsible according to positive regulations and international conventions. In these cases, the Traveler pays all additional costs.

## 8. OBLIGATIONS OF TRAVELERS

The Traveler is obligated to possess valid travel documents, including visas, medical documentation, letters of intent or other documents that are necessary for traveling to a

specific location. Certitudo partner will promptly inform all Travelers about the necessary travel documents and documents.

In the event that certain countries require entry into the country to be valid for a certain period of time before the validity of the travel document expires on the day of entry, the Traveler is obligated to take care of these provisions himself. The travel Organizer is not responsible for possible difficulties or forced interruption of the Traveler's trip for such reasons. In case of loss or theft of travel documents or other documents during the trip, all costs are borne by the Traveler. The Organizer will provide the Traveler with all possible assistance, as long as the assistance does not affect the smooth running of the program, that is, the contracted trip.

At the express request of the Traveler, Certitudo partner can mediate in the process of obtaining a visa, with the payment of an appropriate fee. Issuance of visas depends solely on the country whose visa regime is in question. Certitudo partner does not guarantee, nor is it responsible, for obtaining visas or for refusing visa requests. The Traveler assumes responsibility for all consequences that may arise in the process of obtaining visas, except in case of extraordinary circumstances that could not be avoided.

When the Traveler, in accordance with the regulations and notifications of the World Health Organization (WHO), is required to be vaccinated or perform some other action, and to possess valid certificates, that is valid documentation for this, he is required to obtain them in a timely manner and at his own expense, and upon request by a Certitudo partner representative or competent authority, present them.

If the Traveler does not have valid travel documents or his visa is not approved, that is, if the Traveler does not have appropriate medical or other documentation, which results in cancellation of the trip or inability to depart, all responsibility lies with the Traveler. The same applies to disobeying the regulations and customs of different countries. Certitudo partner reserves the right to charge the Traveler a standard fee for withdrawing from the Contract, as well as any damage that may occur due to invalid travel documents, medical or other documentation, or such behavior of the Traveler.

When departing for the trip, the Traveler will present valid documentation confirming that the arrangement has been paid (original Voucher, confirmation of payment, copy of receipt, etc.) to the tour leader, or the representative of Certitudo partner.

The Traveler is obligated to respect all regulations of the Republic of Croatia, as well as other countries in which he/she is staying during the trip, and to comply with house rules and rules of conduct at all destinations and in all facilities during the trip. The Traveler will comply with all instructions and cooperate with the tour leader, that is, the representative of Certitudo partner, as well as cooperate with the service providers during the trip.

If the Traveler violates his/her obligations or abuses his/her rights, that is, disturbs other Travelers during the duration of the arrangement/excursion, he/she is liable to Certitudo partner for the resulting damage.

The traveler is materially and legally responsible for the damage of the travel Organizer if he disclose (states in any way) falsehoods that damage or affect the honor and reputation of the travel Organizer.

## **9. THE ORGANIZER'S RIGHT TO CANCELLATION AND CHANGES OF PACKAGE ARRANGEMENTS AND EXCURSIONS**

Certitudo partner can cancel an arrangement or excursion, or terminate the Contract on an arrangement or excursion, if the required number of Travelers for a specific arrangement and excursion is not registered. Along with the program of each arrangement and excursion, the travel Organizer publishes the minimum number of Travelers. In this case, the Organizer will refund all payments received for the package arrangement/excursion to the Traveler in full, without the obligation to compensate the Traveler for damages. The Organizer will inform all Travelers about the cancellation within 24 hours from the moment of the change.

The Organizer can cancel the arrangement, excursion or individual service; or make changes to the program if extraordinary circumstances occur that can not be predicted, avoided or removed (war, riots, strikes, terrorist actions, sanitary disturbances, natural disasters, traffic accidents, sudden and unusual traffic jams, interventions by competent authorities, sudden changes in transportation schedules, delays of planes and other means of transport, weather predicament, etc.), which, if they had occurred at the time of concluding the Contract, would have been a justified reason for the Organizer not to conclude the Contract.

In particular, the organizer reserves the right to change the day and time of departure due to a change in the flight schedule or the occurrence of other previously mentioned circumstances, as well as the right to change the direction of travel due to changed circumstances, without the Traveler's right to compensation for damages or price reduction. The Organizer will inform the Traveler immediately about any change in the program. The Organizer is not responsible for the delay of the plane, ship or train, as well as for program changes and incurred costs due to such a delay. If the circumstances at the destination make it impossible to accommodate the Traveler in the reserved facility, the Organizer will accommodate the Traveler at his own expense in another facility of the same or higher category than the reserved one, if such capacities are available in those circumstances.

The organizer is not responsible for changes to the program due to the occurrence of any force majeure (greater forces) during the duration of the program. In these cases, the Organizer will try to provide Travelers with services in a changed form, taking into account the actual circumstances. If Certitudo partner or other travel organizer cancels the contract during its duration, the Traveler has the exclusive right to a refund of the price for the unused part of

the contracted services. Likewise, the Traveler is not entitled to a refund of administrative costs and the price of the insurance premium concluded with the insurance company.

The Organizer may cancel the Contract or withdraw from the Contract and demand payment of compensation from the Traveler who does not comply with the Travel Arrangement/Excursion Contract, especially if the Traveler intentionally provided incorrect information about travelers (including other passengers) and their age, or if during the trip there were changes that the Traveler did not notify Certitudo partner.

## 10. TRAVELER WITHDRAWAL FROM TRAVEL

The Traveler has the right to cancel package arrangements/excursions/individual services. In the event that the Traveler cancels the Travel Arrangement or Excursion Contract, the Organizer has the right to compensation for the costs incurred by the cancellation of the Contract. If in the Contract, program or special terms and conditions the expenses due to the cancellation of the Traveler are determined differently, the terms specified in that Contract, program or special terms and conditions shall apply.

If the Traveler cancels the arrangement, the Organizer retains from the total price of the arrangement:

- after registration, up to 61 days before departure - 10% of the price of the arrangement, and at least 30 EUR (226 HRK)
- 60 - 46 days before departure – 25% of the price of the arrangement
- 45 - 31 days before departure – 35% of the price of the arrangement
- 30 - 22 days before departure – 60% of the price of the arrangement
- 21 - 11 days before departure – 80% of the package price
- 10 days before departure - 100% of the price of the arrangement
- after departure/no-show for departure - 100% of the price of the arrangement

With an individual travel program (package arrangement), excursion or individual service, different conditions and a scale of compensation for cancellation costs may be specified, which is valid for that travel program, excursion or service. If the cancellation fee scale is not specified for a particular program, the above conditions and terms apply.

When the costs actually incurred or when the share of the group's fixed costs is greater than those in the specified scale, the travel Organizer reserves the right to collect the costs actually incurred. The mentioned cancellation costs also apply to changes in the day of departure or the accommodation facility, as well as to all other important changes.

If 21 days before departure, that is, as stated with the individual program, the Traveler does not make the payment of the balance up to the total price of the arrangement/excursion/service, or does not provide documentation for the indisputable payment of the total price, it will be considered that he/she has withdrawn from the travel



arrangement/excursion/service, and the above mentioned trip cancellation costs apply. If the Traveler does not show up or cancels the arrangement/excursion/service in the course of implementation, the Organizer will charge the entire amount of the arrangement.

When the subject of the contract is the purchase of airline tickets, in addition to cancellation costs and administrative costs, the Organizer has the right to retain the amount of the reservation fee (TSC) and part of the fees that the airline does not refund (security tax, YQ).

The Traveler must cancel the package arrangement, excursion and individual service in writing. If he does not do so, he/she is considered not to have canceled the arrangement/excursion/service.

Certitudo partner is obligated to provide the Traveler, who has paid for the travel insurance policy, with all the documentation for claims against the insurance company only after the complete payment of the arrangement.

The Traveler can cease the arrangement/excursion/service in progress, at his/her desire. If the Traveler ceases the arrangement/excursion/service at his/her own request, for any reason (legal, health, customs, invalid documents, delays to the place of departure/place of continuation, etc.), he/she is not entitled to compensation for the costs incurred due to the premature termination of the arrangement/excursion/services, as well as the return of any funds or the return to the place of departure, etc. In the event of cancellation, the cost of collecting a visa, insurance, etc. is also not paid. In such a case, the travel Organizer's representative will provide assistance to the Traveler to the extent that it does not interfere with the implementation of the travel or excursion program.

Unfavorable weather conditions (low sea temperature, rain, snow, or lack of snow, etc.) and natural phenomena (sea blooms, jellyfish, insects, etc.) can not be the reason for the cancellation of an arrangement/excursion or individual services due to force majeure (greater forces). The Organizer does not bear any responsibility if certain activities and contents that depend on weather conditions (lack of snow, low sea temperature, precipitation, etc.) and natural phenomena (sea bloom, appearance of insects, jellyfish, etc.) can not be realized in accordance with the Traveler's expectations.

The absence of departures from other cities is not a reason for the cancellation of the arrangement/excursion/service. In that case Travelers accept that before departure they have to come to Zagreb, that is, the place of departure defined in the individual program.

## **11. POLICY-PACKAGE OF TRAVEL INSURANCE, INSURANCE AGAINST THE RISK OF CANCELLATION**

The Traveler can pay for the travel insurance package through Certitudo partner or directly with the insurance company. The travel insurance package includes health insurance during your stay abroad, accident insurance, luggage insurance, and travel cancellation insurance.

When registering, or at the time of concluding the Contract, the Traveler can pay only for an individual insurance policy, or, for the entire travel insurance package.

In order for the Traveler to avoid costs in the event of cancellation, the Traveler can pay only for travel cancellation risk insurance. Travel cancellation insurance is charged when the Contract is concluded and, in accordance with the conditions of the insurance companies, it can not be paid afterwards. The insurance premium is calculated depending on the value of the arrangement/excursion/service, according to the price list of the insurance company. What can be considered an unforeseen obstacle is specified in the insurance policy. In case of cancellation of the arrangement/excursion/service, the amount of premium paid for cancellation insurance or the cost of obtaining a visa will not be refunded, despite the fact that the Traveler has paid cancellation insurance. Other insurance conditions can be found with the insurance policy. Certitudo partner acts as a secondary intermediary in the sale of insurance policies.

For ski package arrangements and student package arrangements with organized transportation abroad, a health insurance policy or possession of a European health card is mandatory. By signing the contract, that is, by paying for the reservation, it is considered that the Traveler was offered and recommended a travel insurance package, and that he/she was familiar with the terms of the insurance policy before purchasing. In the case of not having an insurance policy, the Traveler bears all responsibility and costs in the above situations.

## **12. COMPLAINT RESOLUTION**

Every Traveler - holder of the Contract has the right to complain about the non-performed contracted service. Each Traveler - holder of the Contract submits a complaint separately; The Organizer will not accept group complaints.

The Traveler must point out irregularities or deficiencies in the provision of contracted services on the spot by submitting a complaint to the tour leader, a representative of the Organizer, or a representative of another travel organizer who organizes the tourist arrangement or excursion, the direct service provider, or an authorized local agency. The Traveler is obligated to cooperate with the tour leader or the representative of the Organizer and the service provider in good faith to eliminate the causes of the complaint. If the Traveler does not accept the proposed solution to the complaint on the spot that corresponds to the service paid for, the Organizer will not accept the Traveler's subsequent complaint.

In the event that, depending on the content, the complaint could be resolved on the spot (for example, unsatisfactory cleanliness of the room, equipment, location of the room, etc.), and the Traveler did not complain on the spot and did not inform the representative of the Organizer about the irregularities, it is considered that the Traveler agreed with the service thus provided and also lost the right to later submit complaints with a request for a price reduction or compensation for damages. The Organizer will not consider complaints if the



Traveler did not attach a record of the representative of the Organizer or the service provider about the complaint, from which it is apparent that the defects could not be solved on the spot.

If the cause of the complaint can not be eliminated, the Traveler will draw up a written report with the Organizer's representative. After returning from the trip, the Traveler must, within 8 days from the end of the arrangement/excursion/service, submit a complaint in one of the following ways: send a written complaint by registered mail to the address: Certitudo partner d.o.o., Ivanićgradska 64, Zagreb, or via electronic mail to the e-mail address [partner@certitour.com](mailto:partner@certitour.com) or in the business premises at the specified address, and attach evidence of the grounds for the complaint, and at least a written confirmation signed by a representative of the service provider, invoices related to additional costs and the like and/or a record drawn up with a representative of the Organizer .

The Organizer is obliged to respond in writing to the Traveler within 15 working days from the receipt of the complaint. The Organizer can postpone the deadline for the resolution of the complaint due to the collection of information and verification of the allegations of the complaint with service providers for a maximum of another 15 days. During the period until the Organizer's response to the complaint, the Traveler is not authorized to submit complaints or requests to third parties and competent institutions or to make information related to the complaint publicly available.

The organizer will deal only with those complaints whose cause could not be eliminated at the place of performance of the service.

When Certitudo partner is not the responsible travel organizer, it will forward the complaint to the responsible travel organizer and inform the Traveler in writing about what has been done.

When the Certitudo partner acts only as an informer, the Traveler must report all complaints on the spot to the actual direct provider of the respective service.

The Traveler has the right to a refund of the amount paid or compensation in the amount of the actual value of the non-performed service. This provision does not apply to cases when the Organizer has the right to cancel arrangements/excursions/services, or change the program, in accordance with the applicable rules. The Traveler has no right to compensation for lost profit and compensation for non-material damage and expenses resulting from it.

For damages that the Organizer did not cause intentionally or through carelessness and are not the result of physical injury, the Organizer is liable to the Traveler up to the amount prescribed in paragraph 2 of Article 45 and in accordance with Article 46 of the Act on the provision of tourism services. If international conventions that bind the European Union or

legal regulations based on them limit the scope of compensation for damages that the travel service provider is obligated to pay, which is part of the package arrangement, or limit the conditions under which the service provider is obligated to compensate this damage, in that case the same assumptions, limitations and exclusions apply to the Organizer, and can be referred to in relation to the Traveler.

Damage compensation or price reduction to which the Passenger is entitled to, in accordance with the Law, are subtracted from each other in order to avoid excessive compensation and/or excessive price reduction. In the case of concluding a contract on organizing an arrangement as LAST MINUTE (travel at the last minute) or a contract where the name of the accommodation facility is known to the Traveler upon arrival at the destination, the Traveler accepts all the risks of such a contract. Such arrangements contain uncertain facts that Certitudo partner or another responsible organizer can not influence, and as the Traveler accepted such a trip primarily because of the favorable price, the Traveler therefore has no right to complain to Certitudo partner.

Award arrangements, gift trips, sponsored trips, free packages or trips, etc. are non-transferable (they are used only by the person designated as the winner of the arrangement/excursion/trip/service). They are used exclusively according to the one-time offered (anticipated) date and in the facility in the manner determined and foreseen by the travel organizer. If the award arrangement/excursion/trip/service can not be used as prescribed, it is canceled and void without the right to any compensation for the winner, as well as the organizer of the prize award (media, other partners, etc.).

### **13. INSURANCE FOR THE CASE OF INABILITY TO PAY OR BANKRUPTCY AND INSURANCE AGAINST THE LIABILITY OF THE TRAVEL ORGANIZER**

In accordance with the Act on the provision of tourism services, in the event of the Organizer's inability to pay, Travelers caught on the arrangement (during the trip) as well as persons who have paid an advance should immediately contact the insurer GENERALI OSIGURANJE, Zagreb, mail: info.hr@generali.com, Phone: +385 (0)1 4600 400, and provide the address and telephone number where the insurance representative can contact them. This document is valid as a certificate of insurance in case of bankruptcy or insolvency of the travel Organizer. Guarantee insurance policy number POLICY number P15 – 1020000847.

Certitudo partner has a policy with the insurer Generali osiguranje, POLICY number P13-1020253522 on Liability insurance for damage to the Traveler due to non-fulfillment, partial fulfillment or irregular fulfillment of obligations related to the package arrangement.

### **14. PROTECTION OF PERSONAL DATA**

The Traveler provides personal data voluntarily. By signing the Contract, the Traveler authorizes the agency Certitudo partner d.o.o. to use the data for the purpose of communication with him/her, as well as the realization of the requested service. Certitudo partner is obligated not to take them out of the country or deliver them to third parties, except for the purpose of performing the service, and if the Traveler has agreed to take out one of the types of travel insurance (insurance against the risk of cancellation, as a result of an accident, damage and loss of luggage and voluntary health insurance for travel and stay abroad) – to an insurance company for drawing up an insurance policy.

In order to protect customers, we only collect basic customer data that is necessary to fulfill our obligations. The method of data collection and storage is defined in the **Privacy Statement - protection of personal data**, which is available on our website.

## 15. FINAL PROVISIONS

The parties commit to resolve possible disputes amicably. In the event of a dispute between the parties, the competent court in Zagreb will apply the substantive law of the Republic of Croatia.

These General Terms and Conditions are published on the certitour.com website, and are valid from February 1, 2023.

CERTITUDO  
PARTNER d.o.o.