# **Booking Conditions/Privacy Policy**

# MLM Events Sp.z.o.o trading as Krakow Boat Party and Warsaw Boat Party

#### **BOOKING CONDITIONS**

These Booking Conditions apply to all bookings which are confirmed as accepted by us on or after 01 October 2018. In respect of any bookings accepted by us prior to this date please contact us for the booking conditions that apply to your particular booking.

#### INTRODUCTION

Your ticket/s is with MLM Events Sp.z.o.o, a company registered in Poland (NIP 6762551204) (REGON 380577067) whose registered office is at Rynek Główny 28, Kraków 31-010, Poland.

Your contract incorporates these Booking Conditions and by making a booking with us you confirm your acceptance of these Booking Conditions.

'Krakow Boat Party', 'Warsaw Boat Party', 'Warsaw Crawl' and 'City Walks Krakow' are trading names of MLM Events Sp.z.o.o.

#### A. BOOKING AND PAYMENT

#### **A1. YOUR RESERVATION**

A1.1 When you make a booking and pay your deposit or full payment (as applicable), we will reserve your places on the basis of these Booking Conditions. Your booking will be taken as confirmed in respect of all persons named on your booking and a binding contract between us will come into existence only upon the earlier of (a) our sending our booking confirmation or sending of Invoice or the issue of tickets in your name. Prior to doing so, we or a Partner Agent may send you an acknowledgement of your booking. Any such acknowledgement simply indicates that we are dealing with your booking request and is not a confirmation of it.

A1.2 Please check your Booking Confirmation and/ or Invoice together with all other documents we or a Partner Agent send you as soon as you receive them. Contact us immediately if any information which appears on the Booking Confirmation or elsewhere appears to be incorrect or incomplete, as it may not be possible to make changes later. We regret we cannot accept any responsibility if we are not notified of any inaccuracies in any document within ten days of our sending it out. Whilst we will do our best to rectify any inaccuracies notified outside these time limits, you will be responsible for any costs and expenses involved in doing so except where we made the mistake and there is good reason why you did not contact us within the above time limits.

A1.3 Normally your reservation number will be advised at the time of booking or on the booking confirmation but this is not guaranteed and may be altered at any time.

A1.5 Any contract is with the "Lead Name" as shown on the Booking Form. We can only accept a booking if the Lead Name is at least 18 years old on or before the date of departure. Please note that you must be aged 18 or over in order to consume alcoholic beverages whilst on board our vessels.

A1.6 The Lead Name is responsible for ensuring that other members of his/her party are aware of these Booking Conditions and that they consent to him/her acting on their behalf in dealings with us.

## A2. OUR PRICE POLICY AND PAYMENT TERMS

A2.1 We reserve the right to alter prices shown in any of our brochures or in any website and we will inform you of any price changes prior to the issue of our Booking Confirmation. Once our Booking Confirmation has been sent, save in the case of manifest error, any price changes may only be made in accordance with the remaining provisions of these Booking Conditions.

A2.2 When you make your booking you are required to pay the total price of 150zł in words one hundred and fifty Polish Złoty. Your booking will not be confirmed until we receive the full balance of the booking. Any monies paid to any Partner Agent in relation to your booking are held by such Partner Agent on our behalf at all times.

A2.3 Once you have paid, the booking is fully guaranteed and will not be subject to any surcharges or alteration.

#### A3. WHAT IS INCLUDED AND EXCLUDED IN THE COST OF YOUR TICKET

- A3.1 The details of what is included in the cost of your ticket is set out on our website or your private offer made via e-mail.
- A3.2 Any further items or services purchased on board are not included in the cost of your ticket..

#### **B. CHANGES AND CANCELLATION BY US**

#### **B1. IF WE CHANGE YOUR BOOKING ARRANGEMENTS BEFORE DATE OF EVENT**

B1.1 We hope and expect to be able to provide you with all the services we have confirmed to you in our booking confirmation. On occasions changes do have to be made (for example due to river conditions such as high or low water levels, lock closures, local mooring restrictions or adverse weather conditions) and we reserve the right to make these. Most of these changes are minor.

However, if we consider them a "Significant Change" we will endeavour to advise you or your Partner Agent as soon as reasonably possible. A "Significant Change" may include such things as flooded river or irreparable damage to our boat due to weather conditions.

- B1.2 If we have to make a Significant Change before your departure we will endeavour to contact you as soon as possible to advise you of any change and we will, if possible, provide you with two alternatives:
- B1.2.1 alternative booking arrangements of equivalent standard and price, if available; or
- B1.2.2 cancel your booking arrangements with a full refund of all monies paid.

In both cases, compensation will be paid as detailed above unless the change occurs as a result of circumstances beyond our control.

# **B2. IF WE CANCEL YOUR BOOKING ARRANGEMENTS**

- B2.1 In the unlikely event we need to cancel your booking we will tell you or your Partner Agent as soon as possible. However we will not cancel your booking less than 14 days before departure unless it is for a reason outside our control as provided such as those outlined in section B. If we have to cancel your booking arrangements we will provide you with two alternatives:
- B2.1.1 alternative booking arrangements of equivalent or of very closely similar standard and price, if available; or
- B2.1.2 cancel your booking arrangements with a full refund of all monies paid.
- B2.2 We regret that some of our tours shown on our website or in our brochures can only be operated if a sufficient number of people book them. We will advise you at the time of booking if any booking options are dependent on there being sufficient demand. If there is insufficient demand, we have the right to cancel the booking in question. If we have to do so, we promise we will tell you no later than 24 hours prior to departure. In this situation, you will then have the choice of the options shown in clause B2.1 together with the option, if possible, of the same package departing on a different date. Where we cancel for lack of numbers in accordance with this clause B2.2, no compensation or other amounts (for example, the cost of any connected travel arrangements you have made independently) will be payable.

# **B3 EXERCISE OF OPTIONS**

Where, following a Significant Change or a cancellation by us, the options set out in either clause B1.2 or B2.1 are offered, you are expected to advise us within 7 days of being notified which proposal you wish to accept. If you have not notified us within 7 days then we will write to you to obtain confirmation of your choice of the options available. If you fail to respond within a further 7 days, we will cancel your booking arrangements and refund all payments made by or on behalf of you.

# **C.CHANGES AND CANCELLATION BY YOU**

## **C1. IF YOU CHANGE YOUR BOOKING**

- C1.1 If you want to change your booking in any way you or your Partner Agent must inform us in writing as soon as possible. We will try to help you, although we cannot guarantee that we will always be able to do this as changes are subject to availability at the time.
- C1.2 Where we can make a change, we will charge for any additional services, facilities, or other items changed, at the price which applies on the day the change is made. In addition, we reserve the right to apply an administration charge of 50zł for each person on the booking together with any further costs we incur, for example with our suppliers, in making any change.
- C1.3 Any booking discount you may have received at the time your original booking was made may be altered or reduced whenever changes are made if such discount has since been altered, reduced or withdrawn.

#### **C2. IF YOU CANCEL YOUR BOOKING**

- C2.1 If you wish to cancel all or part of your booking, you or your Partner Agent must write to us. If some or all of your party cancel their booking, we are entitled to treat your booking as cancelled in accordance with these Booking Conditions, we will levy a cancellation charge on the scale shown in the table set out in clause D1. These charges are based on the estimated cost of cancelling your arrangements and the expenses and losses we are likely to suffer if we cannot resell the package.
- C2.3 If you or anyone included within your booking is unable to go for any reason or decides that he/she does not want to join the event, you may transfer the whole booking or the place on the booking of the person(s) concerned to someone else/other people suggested by you and acceptable to us subject to the following:
- C2.3.1 You must write to us with full details of who cannot or does not want to join the event and who you would like to go instead. We must receive this information at least 7 days before departure;
- C2.3.2 If the change can be made, you will have to pay any reasonable costs we incur or are asked to pay in order to make the change;
- C2.3.3 Anyone who joins the event in place of anyone who was originally due to be attending must agree to these Booking Conditions and any other requirements which apply to the booking before the change can be finalised. If the full cost of the booking should have been paid when the change is requested but has not been, this must also be paid before the change can be finalised;
- C2.3.4 It will not normally be possible to transfer bookings or places on bookings within the period of 7 days immediately prior to departure without cancelling the original booking (and thereby incurring cancellation charges pursuant to clause D1) and rebooking.

# D. CHANGES, COMPENSATION AND DELAYS

#### **D1. CHANGES AND CANCELLATION CHARGES**

The following table sets out the sums payable to us or you in the event of Significant Changes or cancellation. These sums are not payable where we have to make a Significant Change or cancel your booking arrangements as a result of:

- (a) matters outside of our control; or
- (b) where your booking was accepted "subject to availability" or similar and the travel arrangements are not available.

In addition they do not apply where compensation is available under the provisions of clause D2

Period before departure in which notice of cancellation or Significant Change is received	Amount you will receive from us if we make a Significant Change	Amount you will receive from us if we cancel	Cancellation Charge if you cancel
More than 14 days	0 zł	Return of all monies paid	Deposit only
7 -14 days	0zł	Return of all monies paid	50% of Total Price
Less than 7 days	0 zł	Return of all monies paid	100% of Total Price

NOTE "Total Price" means the total price payable by you for the booking arrangements. If you cancel (otherwise than pursuant to clause B) you will continue to be liable for the Additional Charges in addition to the Cancellation Charges set out above.

#### E. LIMITATION OF OUR LIABILITY TO YOU

- E1. If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However we will not be liable where any failure in the performance of the contract is due to:
- E1.1 you; or
- E1.2 a third party unconnected with the provision of the booking and where the failure is unforeseeable or unavoidable; or
- E1.3 unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or
- E1.4 an event which we or our suppliers, even with all due care, could not foresee or forestall.
- E2. Should you or any member of your party suffer illness, personal injury or death attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, we will offer you such advice, guidance and assistance as is reasonable in the circumstances.
- E3. The provisions of clauses E1 inclusive are in addition to any other limitation of liability contained in these Booking Conditions.
- E4. Nothing in these Booking Conditions affect any statutory rights that you may have under the relevant jurisdiction applicable pursuant to clause H.8

#### F. YOUR RESPONSIBILITIES

## **F1. SPECIAL REQUESTS**

If you have a special request, we will do our best to help, but we cannot guarantee it except as set out below. Please advise your Partner Agent or us (if booking direct) of your request at the time of booking and make sure that we are given as much detail as possible. If your special request is vital to your booking, it must be specifically agreed with us before or at the time you book. We promise to comply with any special request which we have specifically agreed and confirmed in writing. General confirmation that a special request has been noted or passed on to the supplier or the inclusion of a special request on your Confirmation Invoice or on the acknowledgement of your booking or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed in writing all special requests are subject to availability. If any additional cost is applicable, it will either be invoiced to you prior to your departure or should be paid for locally.

# F2. YOUR DOCUMENTATION

F2.1 You are responsible for ensuring that you and all other persons included in the booking are over the age of 18 and have appropriate documentation and we accept no responsibility for any refusal of entry into any destination or for any liabilities, losses, delays or expenses incurred through any irregularity in such documentation. In the event we are asked to re-issue tickets that have been lost, destroyed or stolen and we agree to do so, any charges incurred as a result of this will be payable by you.

# F3. HEALTH PRECAUTIONS, PREGNANCY, DISABILITIES, & FCO ADVICE

- F3.1 You are solely responsible for checking what vaccinations and other health precautions are required or are advisable for your chosen destination and journey with your doctor in good time before departure. You and each member of your group are responsible for ensuring that you have had all relevant vaccinations and are otherwise fit to travel. If you have any doubts or require any information then you must contact well in advance of travel commencing. Please note that whilst we will endeavour to assist anyone who becomes ill whilst on board any vessel, any health care facilities are limited and we cannot be expected to provide any inoculations or specialist health care whilst on board.
- F3.2 Given the nature of our river cruises and the facilities available on board, we do not allow passengers to embark the vessel where they are more than six months pregnant. If you or any member of your group is or becomes pregnant prior to the start of your booking arrangements, then you must inform us immediately so that we can advise whether or not attendance will be possible and, if so, what arrangements may need to be put in place and/or what medical confirmation of fitness to attend may be required. We cannot be responsible for any losses suffered where we are not informed of any pregnancy well in advance of departure.

F3.3 You must provide us with full details of any existing dietary requirements, medical problem or disability or other special needs (including impaired mobility or the need to use any wheelchair, mobility scooter or walking frame) that may affect your booking at the time of booking. If in our reasonable opinion, your booking are not suitable for your medical problem or disability or other special need or you are not attending with someone who can provide all assistance you may reasonably require, we have the right to refuse to accept the booking. If you do not give us full details of your medical problem or disability or other special need at the time of booking, we can also cancel the booking when we find out the full details if in our reasonable opinion the booking are not suitable or you are not attending with someone who can provide all assistance reasonably required. If we cancel in this situation, cancellation charges as set out in clause D1 must be paid by the person concerned. For further information please contact our team on +48 577 929 968.

F3.4 We reserve the right to deny embarkation or remove any person from a vessel or optional shore excursion who in our reasonable opinion or in the opinion of the vessel's Master is not fit to travel, and/or has not received written confirmation from us that reasonable adjustments can be made to cater for any particular requirements. In such cases, all related expenses, will be borne by the relevant passengers and they shall not be entitled to any refund or any other compensation whatsoever and we shall have no further liability to them. In addition, we may disembark at any port any passenger who may be suffering from any contagious or infectious disease or whose presence, in the opinion of the vessel Master, may be detrimental to the comfort or safety of other passengers or the crew, or who, in the vessel Master's opinion, might be excluded from landing at any destination by Immigration or other Governmental Authorities

# F5. BEHAVIOUR

F5.1 You must be responsible for the behaviour of yourself and your party and must at all times ensure that you and your party comply with the vessel's rules and regulations, any orders and directions of the vessel's Master, security and staff (as applicable) and that your conduct will not impair the safety of the vessel or jeopardise or inconvenience other passengers. We can refuse to accept you as a customer or refuse to continue dealing with you and/or any other member of your party by terminating your booking if behaviour is, or is likely to be, in our reasonable opinion, or in the opinion of any vessel Master, security or other person in authority, disruptive, upsetting or dangerous to yourself or anyone else or if you or any member of your party have caused or are likely to cause damage to property. We will not pay any refund, compensation or other sum whatsoever or any costs or expenses incurred by you if we have to terminate your booking due to such unacceptable behaviour. In this situation we will then have no further responsibility for you or any other member of your party (including any return travel arrangements).

# F6. ASSISTANCE IF YOU GET INTO DIFFICULTIES

If you or any member of your party suffers during the course of the eventany difficulty as a result of any activity which does or does not form part of your booking, we will offer you prompt assistance without undue delay. Such assistance may include assisting you in making communications and helping you find alternative travel arrangements. If the difficulty is caused intentionally by you or as a result of your negligence, we may charge a reasonable fee for that assistance which will not exceed the actual cost incurred by us. All assistance (financial or otherwise) is subject to our reasonable discretion and subject to you notifying us promptly of your need.

# F7. ALCOHOL POLICY

Please note that you must be aged 18 or over in order to purchase or consume alcoholic beverages whilst on board our vessels. 'Unlimited alcohol packages' or similar alternatives can only be purchased where all parties of the booking are over the age of 18 and each occupant must purchase the relevant package for the full duration of the cruise. Proof of age may be required at any time and breach of this policy may result in persons involved (whether in the purchase, supply or consumption) being removed from the vessel pursuant to the provisions of clause F5.

# G. IF YOU HAVE A COMPLAINT

G1. If you have cause for complaint whilst in attendance of on our events, you must bring it to the attention of the staff representative on board the cruise vessel. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our team at Krakow Boat Party or Warsaw Boat Party, Rynek Główny 31-010 Kraków or by email to <a href="mailto:krakow.boatparty@gmail.com">krakow.boatparty@gmail.com</a> or <a href="mailto:warsaw.boatparty@gmail.com">warsaw.boatparty@gmail.com</a> giving your booking reference and all other relevant information. Please keep your letter/email concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. It is strongly recommended that you communicate any complaint to the supplier of the services in question as well as to our representative without delay and complete a report whilst on board. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you are on board and this may affect your rights under this contract.

#### H. MISCELLANEOUS

## H1. CHANGES DUE TO CIRCUMSTANCES BEYOND OUR CONTROL

We will not be liable to pay any compensation if we are forced to cancel or in any way change your booking as a result of unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even with all due care. These include unavoidable technical problems with transport, changes imposed by rescheduling or cancellation of flights by an airline or main charterer, the alteration of the airline or aircraft type, changes imposed by rescheduling or cancellation of rail travel by the relevant operator, war or threat of war, civil strife, industrial disputes, natural disaster, adverse weather, epidemic or terrorist activity.

#### **H2. CHILDREN/MINORS**

Due to the nature of our cruises, we do not maintain specific facilities or services for children aboard cruise vessels. In the circumstances you and all members of your party must be aged 18 or over on or before the day you are scheduled to embark on the cruise vessel.

#### H8. JURISDICTION/GOVERNING LAW

We both agree that any dispute, claim or other matter of any description (and whether involving personal injury or not) which arises out of or in connection with your booking must be brought in the Courts of Poland. We both also agree that Polish law (and no other) will apply to your contract). If this provision is not acceptable to you, you must tell us at the time of booking.

Privacy Policy

Effective date: November 12, 2018

MLM Events Sp.z.o.o. ("us", "we", or "our") operates the http://www.krakowboatparty.com website (hereinafter referred to as the "Service").

This page informs you of our policies regarding the collection, use and disclosure of personal data when you use our Service and the choices you have associated with that data.

We use your data to provide and improve the Service. By using the Service, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, the terms used in this Privacy Policy have the same meanings as in our Terms and Conditions, accessible from <a href="http://www.krakowboatpartv.com">http://www.krakowboatpartv.com</a>

#### **Definitions**

- Service
- Service is the http://www.krakowboatparty.com website operated by MLM Events Sp.z.o.o.
- Personal Data
- Personal Data means data about a living individual who can be identified from those data (or from those and other information either in our possession or likely to come into our possession).
- Usage Data
- Usage Data is data collected automatically either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).
- Cookies
- Cookies are small files stored on your device (computer or mobile device).
- Data Controller
- Data Controller means the natural or legal person who (either alone or jointly or in common with other persons)
   determines the purposes for which and the manner in which any personal information are, or are to be, processed.
- For the purpose of this Privacy Policy, we are a Data Controller of your Personal Data.
- Data Processors (or Service Providers)
- Data Processor (or Service Provider) means any natural or legal person who processes the data on behalf of the Data Controller.
- We may use the services of various Service Providers in order to process your data more effectively.
- Data Subject (or User)
- Data Subject is any living individual who is using our Service and is the subject of Personal Data.

Information Collection and Use

We collect several different types of information for various purposes to provide and improve our Service to you.

Types of Data Collected

Personal Data

While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you ("Personal Data"). Personally identifiable information may include, but is not limited to:

- Email address
- First name and last name
- Cookies and Usage Data

We may use your Personal Data to contact you with newsletters, marketing or promotional materials and other information that may be of interest to you. You may opt out of receiving any, or all, of these communications from us by contacting us.

#### Usage Data

We may also collect information on how the Service is accessed and used ("Usage Data"). This Usage Data may include information such as your computer's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

#### Tracking & Cookies Data

We use cookies and similar tracking technologies to track the activity on our Service and we hold certain information. Cookies are files with a small amount of data which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Other tracking technologies are also used such as beacons, tags and scripts to collect and track information and to improve and analyse our Service.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service.

Examples of Cookies we use:

- Session Cookies. We use Session Cookies to operate our Service.
- Preference Cookies. We use Preference Cookies to remember your preferences and various settings.
- Security Cookies. We use Security Cookies for security purposes.

## Use of Data

MLM Events Sp.z.o.o. uses the collected data for various purposes:

- To provide and maintain our Service
- To notify you about changes to our Service
- To allow you to participate in interactive features of our Service when you choose to do so
- To provide customer support
- To gather analysis or valuable information so that we can improve our Service
- To monitor the usage of our Service
- To detect, prevent and address technical issues
- To provide you with news, special offers and general information about other goods, services and events which we offer that are similar to those that you have already purchased or enquired about unless you have opted not to receive such information

Legal Basis for Processing Personal Data under the General Data Protection Regulation (GDPR)

If you are from the European Economic Area (EEA), MLM Events Sp.z.o.o. legal basis for collecting and using the personal information described in this Privacy Policy depends on the Personal Data we collect and the specific context in which we collect it.

MLM Events Sp.z.o.o. may process your Personal Data because:

- We need to perform a contract with you
- You have given us permission to do so
- The processing is in our legitimate interests and it is not overridden by your rights
- For payment processing purposes
- To comply with the law

# Retention of Data

MLM Events Sp.z.o.o. will retain your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your Personal Data to the extent necessary to comply with our legal obligations (for example, if

we are required to retain your data to comply with applicable laws), resolve disputes and enforce our legal agreements and policies.

MLM Events Sp.z.o.o. will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of our Service, or we are legally obligated to retain this data for longer periods.

Transfer of Data

Your information, including Personal Data, may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ from those of your jurisdiction.

If you are located outside Poland and choose to provide information to us, please note that we transfer the data, including Personal Data, to Poland and process it there.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer. MLM Events Sp.z.o.o. will take all the steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an organisation or a country unless there are adequate controls in place including the security of your data and other personal information. Disclosure of Data

#### **Business Transaction**

If MLM Events Sp.z.o.o. is involved in a merger, acquisition or asset sale, your Personal Data may be transferred. We will provide notice before your Personal Data is transferred and becomes subject to a different Privacy Policy.

#### Disclosure for Law Enforcement

Under certain circumstances, MLM Events Sp.z.o.o. may be required to disclose your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

#### Legal Requirements

MLM Events Sp.z.o.o. may disclose your Personal Data in the good faith belief that such action is necessary to:

- To comply with a legal obligation
- To protect and defend the rights or property of MLM Events Sp.z.o.o.
- To prevent or investigate possible wrongdoing in connection with the Service
- To protect the personal safety of users of the Service or the public
- To protect against legal liability

#### Security of Data

The security of your data is important to us but remember that no method of transmission over the Internet or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot quarantee its absolute security.

Our Policy on "Do Not Track" Signals under the California Online Protection Act (CalOPPA)

We do not support Do Not Track ("DNT"). Do Not Track is a preference you can set in your web browser to inform websites that you do not want to be tracked.

You can enable or disable Do Not Track by visiting the Preferences or Settings page of your web browser.

Your Data Protection Rights under the General Data Protection Regulation (GDPR)

If you are a resident of the European Economic Area (EEA), you have certain data protection rights. MLM Events Sp.z.o.o. aims to take reasonable steps to allow you to correct, amend, delete or limit the use of your Personal Data.

If you wish to be informed about what Personal Data we hold about you and if you want it to be removed from our systems, please contact us.

In certain circumstances, you have the following data protection rights:

- The right to access, update or delete the information we have on you. Whenever made possible, you can access, update or request deletion of your Personal Data directly within your account settings section. If you are unable to perform these actions yourself, please contact us to assist you.
- The right of rectification. You have the right to have your information rectified if that information is inaccurate or incomplete.
- The right to object. You have the right to object to our processing of your Personal Data.
- The right of restriction. You have the right to request that we restrict the processing of your personal information.
- The right to data portability. You have the right to be provided with a copy of the information we have on you in a structured, machine-readable and commonly used format.

• The right to withdraw consent. You also have the right to withdraw your consent at any time where Krakow Crawl relied on your consent to process your personal information.

Please note that we may ask you to verify your identity before responding to such requests.

You have the right to complain to a Data Protection Authority about our collection and use of your Personal Data. For more information, please contact your local data protection authority in the European Economic Area (EEA).

#### Service Providers

We may employ third party companies and individuals to facilitate our Service ("Service Providers"), provide the Service on our behalf, perform Service-related services or assist us in analysing how our Service is used.

These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

#### Analytics

We may use third-party Service Providers to monitor and analyse the use of our Service.

#### Google Analytics

- Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the
  data collected to track and monitor the use of our Service. This data is shared with other Google services. Google
  may use the collected data to contextualise and personalise the ads of its own advertising network.
- You can opt-out of having made your activity on the Service available to Google Analytics by installing the Google
  Analytics opt-out browser add-on. The add-on prevents the Google Analytics JavaScript (ga.js, analytics.js and dc.js)
  from sharing information with Google Analytics about visits activity.
- For more information on the privacy practices of Google, please visit the Google Privacy & Terms web page: <a href="https://policies.google.com/privacy?hl=en">https://policies.google.com/privacy?hl=en</a>

#### Behavioral Remarketing

MLM Events Sp.z.o.o. uses remarketing services to advertise on third party websites to you after you visited our Service. We and our third-party vendors use cookies to inform, optimise and serve ads based on your past visits to our Service.

## Google Ads (AdWords)

- Google Ads (AdWords) remarketing service is provided by Google Inc.
- You can opt-out of Google Analytics for Display Advertising and customise the Google Display Network ads by visiting the Google Ads Settings page: <a href="http://www.google.com/settings/ads">http://www.google.com/settings/ads</a>
- Google also recommends installing the Google Analytics Opt-out Browser Add-on <a href="https://tools.google.com/dlpage/gaoptout">https://tools.google.com/dlpage/gaoptout</a> for your web browser. Google Analytics Opt-out Browser Add-on provides visitors with the ability to prevent their data from being collected and used by Google Analytics.
- For more information on the privacy practices of Google, please visit the Google Privacy & Terms web page: <a href="https://policies.google.com/privacy?hl=en">https://policies.google.com/privacy?hl=en</a>

#### Facebook

- Facebook remarketing service is provided by Facebook Inc.
- You can learn more about interest-based advertising from Facebook by visiting this page: https://www.facebook.com/help/164968693837950
- To opt-out from Facebook's interest-based ads, follow these instructions from Facebook: https://www.facebook.com/help/568137493302217
- Facebook adheres to the Self-Regulatory Principles for Online Behavioural Advertising established by the Digital
  Advertising Alliance. You can also opt-out from Facebook and other participating companies through the Digital
  Advertising Alliance in the USA <a href="http://www.aboutads.info/choices/">http://www.aboutads.info/choices/</a>, the Digital Advertising Alliance of Canada in
  Canada <a href="http://youradchoices.ca/">http://youradchoices.ca/</a> or the European Interactive Digital Advertising Alliance in Europe
  <a href="http://www.youronlinechoices.eu/">http://www.youronlinechoices.eu/</a>, or opt-out using your mobile device settings.
- For more information on the privacy practices of Facebook, please visit Facebook's Data Policy: https://www.facebook.com/privacy/explanation

# **Payments**

We may provide paid products and/or services within the Service. In that case, we use third-party services for payment processing (e.g. payment processors).

We will not store or collect your payment card details. That information is provided directly to our third-party payment processors whose use of your personal information is governed by their Privacy Policy. These payment processors adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of payment information.

The payment processors we work with are:

- Stripe
- Their Privacy Policy can be viewed at <a href="https://stripe.com/us/privacy">https://stripe.com/us/privacy</a>
- Paypa
- Their Privacy Policy can be viewed at https://www.paypal.com/en/webapps/mpp/ua/privacy-full

#### Links to Other Sites

Our Service may contain links to other sites that are not operated by us. If you click a third party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

Children's Privacy

Our Service does not address anyone under the age of 18 ("Children").

We do not knowingly collect personally identifiable information from anyone under the age of 18. If you are a parent or guardian and you are aware that your Child has provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from children without verification of parental consent, we take steps to remove that information from our servers.

Changes to This Privacy Policy

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page.

We will let you know via email and/or a prominent notice on our Service, prior to the change becoming effective and update the "effective date" at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

Contact Us

If you have any questions about this Privacy Policy, please contact us:

- By email: krakow.boatparty@gmail.com
- By visiting this page on our website: www.krakowboatparty.com/privacypolicy

## **Use of Website Terms & Conditions**

Welcome to MLM Events Sp.z.o.o. trading as Krakow Boat Party and herein referred to as the 'service provider' These terms and conditions outline the rules and regulations for the use of Krakow Boat Party Website <a href="https://www.krakowboatparty.com">www.krakowboatparty.com</a>

The Registered Office of MLM Events Sp.zo.o.o. is located at: Rynek Główny 28 Kraków, 31-010, Poland

By accessing this website we assume you accept these terms and conditions in full. Do not continue to use the service provider website if you do not accept all of the terms and conditions stated on this page.

## **Definitions**

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal

meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing law of Poland. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same. Cookies

We employ the use of cookies.

By using the Krakow Boat Party website you consent to the use of cookies in accordance with the Service Provider's privacy policy. Most of the modern day interactive websites use cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate / advertising partners may also use cookies.

#### <u>License</u>

Unless otherwise stated, the service provider and/or its licensors own the intellectual property rights for all material on Krakow Boat Party. All intellectual property rights are reserved. You may view and/or print pages from http://www.krakowboatparty.com for your own personal use subject to restrictions set in these terms and conditions.

#### You must not:

- Republish material from <a href="http://www.krakowboatparty.com">http://www.krakowboatparty.com</a>
- Sell, rent or sub-license material from <a href="http://www.krakowboatparty.com">http://www.krakowboatparty.com</a>
- Reproduce, duplicate or copy material from http://www.krakowboatparty.com

Redistribute content from the service provider (unless content is specifically made for redistribution).

#### **Hyperlinking to our Content**

The following organizations may link to our Web site without prior written approval:

Government agencies; Search engines; News organizations;

Online directory distributors when they list us in the directory may link to our website in the same manner as they hyperlink to the websites of other listed businesses; and

Systemwide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our website.

These organizations may link to our home page, to publications or to other website information so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

We may consider and approve in our sole discretion other link requests from the following types of organizations: commonly-known consumer and/or business information sources such as Chambers of Commerce, American Automobile Association, AARP and Consumers Union; dot.com community sites; associations or other groups representing charities, including charity giving sites, online directory distributors; internet portals; accounting, law and consulting firms whose primary clients are businesses; and educational institutions and trade associations.

We will approve link requests from these organizations if we determine that: (a) the link would not reflect unfavorably on us or our accredited businesses (for example, trade associations or other organizations representing inherently suspect types of business, such as work-at-home opportunities, shall not be allowed to link); (b) the organization does not have an unsatisfactory record with us; (c) the benefit to us from the visibility associated with the hyperlink outweighs the absence of; and (d) where the link is in the context of general resource information or is otherwise consistent with editorial content in a newsletter or similar product furthering the mission of the organization.

These organizations may link to our home page, to publications or to other website information so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and it products or services; and (c) fits within the context of the linking party's site.

If you are among the organizations listed in paragraph 2 above and are interested in linking to our website, you must notify us by sending an email to krakow.boatparty@gmail.com.

Please include your name, your organization name, contact information (such as a phone number and/or e-mail address) as well as the URL of your site, a list of any URLs from which you intend to link to our website, and a list of the URL(s) on our site to which you would like to link. Allow 2-3 weeks for a response.

Approved organizations may hyperlink to our website as follows:

By use of our corporate name; or

- By use of the uniform resource locator (Web address) being linked to; or
- By use of any other description of our Web site or material being linked to that makes sense within the context and format of content on the linking party's site.

No use of the Service Provider's logo or other artwork will be allowed for linking absent a trademark license agreement.

#### **Iframes**

Without prior approval and express written permission, you may not create frames around our Web pages or use other techniques that alter in any way the visual presentation or appearance of our website.

#### Reservation of Rights

We reserve the right at any time and in its sole discretion to request that you remove all links or any particular link to our website. You agree to immediately remove all links to our website upon such request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuing to link to our website, you agree to be bound to and abide by these linking terms and conditions.

# Removal of links from our website

If you find any link on our website or any linked website objectionable for any reason, you may contact us about this. We will consider requests to remove links but will have no obligation to do so or to respond directly to you.

Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up to date.

# **Content Liability**

We shall have no responsibility or liability for any content appearing on your website. You agree to indemnify and defend us against all claims arising out of or based upon your website. No link(s) may appear on any page on your website or within any context containing content or materials that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

# **Disclaimer**

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill). Nothing in this disclaimer will:

limit or exclude our or your liability for death or personal injury resulting from negligence; limit or exclude our or your liability for fraud or fraudulent misrepresentation;

limit any of our or your liabilities in any way that is not permitted under applicable law; or exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer or in relation to the subject matter of this disclaimer, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

To the extent that the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.

# **Booking Conditions and Refund Policy**

BOOKING CONDITIONS and Returna Policy
Returns and Refunds Policy
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Thank you for shopping at Krakow Boat Party.
Please read this policy carefully. Should you have any further inquiries please contact us at krakow.boatparty@gmail.com

We do not issue refunds for our products once the order is confirmed and the tickets are sent. We recommend contacting us for assistance if you experience any issues receiving or downloading our products.

# Contact us

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If you have any questions about our Returns and Refunds Policy, please contact us:

\* By emailing us at: krakow.boatparty@gmail.com