

*(!The traveller undertakes to have the passport valid for at least 6 months after the end of the trip (Turkey, Egypt and other non-EU states) (passport valid for a period of 12 months can also be required in certain countries). Contact our consultants for exact information. Tour operator shall not be liable for the decisions taken by border and migration services in respect of the traveller.*

## 1. CONTRACTUAL OBLIGATIONS

1.1 Tour operator shall undertake:

1.1.1. To organise a tourist trip for the traveller(-s) according to the program specified in a catalogue or other tour describing material, or, if the tour program specified in a catalogue or other tour describing material has been amended before the signing of this contract, according to modified program. Catalogue or other tour describing material or modified program is an integral part of this contract. An organized tour by the airplane can be performed on a charter or regular flight. Air carrier Getjet Airlines can operate the charter flight. The following air carriers can operate regular flight: Ryanair, Wizz Air, Turkish Airlines, Lufthanza, Air Baltic, Ukraine International Airlines, Finnair, etc

1.1.2. To inform about the cancellation of tour in writing if the minimum number of travellers is not reached at least:

1.1.2.1. 20 days before the beginning of tour, if the tour duration is more than 6 days;

1.1.2.2. 7 days before the beginning of tour, if the tour duration is between 2 and 6 days;

1.1.2.3. 48 hours before the beginning of tour, if the tour duration is less than 2 days.

The minimum number of travellers for a tour by charter flight is equal to 80 percent of passenger places on appropriate airplane and 25 travellers on a bus trip. The minimum number of travellers for sightseeing tour by plane is 15 travellers. If the other minimum number of travellers, indicated in the annexes to the chartered trip description, is specified, the latter shall be valid.

1.1.3. To provide the traveller in writing with necessary receipts, coupons, tickets, accurate and non-misleading information about the planned departure date and registration term, if applicable, as well as planned waiting time at intermediate stops, transport connections and arrival in the same for as contract conclusion or toher form selected by the traveller; border procedures and visa procedures for the countries where the traveller arrives, epidemiological status, immunoprophylaxis requirements to be met during a trip for the countries where the traveller arrives.

1.1.4. To provide information on the health, life, missed travel risks and other insurances before signing the Contract.

1.1.5. To provide the Traveller before the travel the name of the travel agent's representative, address, telephone number and e-mail address of local agencies or agents where the Traveller could seek help. If there are no such agencies or agents, to provide the Traveller a phone number that he/she could call in an emergency or information that would help him/her contact the tour operator. If minors go on a trip, to provide parents or carers with information that will allow them to contact the child or the responsible person directly at the child's location.

1.1.6. To use personal data provided by the Traveller(s) only for clearing travel documents and booking of travel services. The tour operator shall be entitled to transfer this data to travel sales agents and/or contractual partners for the proper execution of Contract. The tour operator shall be entitled to obtain the personal data provided by the Traveller(s) from travel sales agents (contractual representatives) and/or contractual partners. Upon signing the present Contract, the Traveller gives the tour operator an irrevocable consent concerning the processing of personal data and their transfer to third parties to implement the obligations set forth in this clause. In other cases, the personal data of the Traveller(s) may be transferred to third parties under the procedure of applicable legislation only. If the Traveller(s) has (have) given his/her (their) consent, personal data may also be collected and used for the purpose of the NOVATURAS loyalty program and sending information about NOVATURAS trips.

1.1.7. To provide the Traveller in trouble with necessary assistance without undue delay during the trip and in case of force majeure circumstances:

1.1.7.1. to provide the respective infirmation about health care services, local state authorities and consular assistance;

1.1.7.2. to help the traveller to use mobile communication devices;

1.1.7.3. to help and find the alternative travel services.

1.2 In this Contract, a Traveller is a natural person who has concluded a Contract with the tour operator or any natural person(s) on whose behalf the contracting party buys an organized tourist trip and assumes all rights and obligations under the Contract (other beneficiaries) or any natural person to whom the contracting party or any beneficiary transfers his right to travel

1.3. The Traveller(s) shall undertake:

1.3.1. When concluding a Contract for air travel, if more than 4 weeks remain before the beginning of trip, to pay an advance payment of 20% for an airplane trip and pay the balance no later than within 4 weeks before departure. When concluding a Contract, if less than 4 weeks remain before the beginning of air travel, to pay the full price for the trip by air immediately. When concluding a Contract for exotic leasure (Seychelles, Indonesia (Bali)) air travel, if more than 6 weeks remain before the beginning of trip, to pay an advance payment of 20% for an exotic leasure airplane trip and pay the balance no later than within 6 weeks before departure. When concluding a Contract for exotic leasure air travel, if less than 6 weeks remain before the beginning of air travel, to pay the full price for the trip immediately. When concluding a Contract, if more than 4 weeks remain before the beginning of sightseeing tour by bus, to pay administrative fee of EUR 40 per person for the creation and servicing of a travel booking that is included into the total price, and pay the balance no later than within 4 weeks before departure. When concluding a Contract, if less than 4 weeks remain before the beginning of sightseeing tour by bus, to pay the full price for the trip by air immediately. When concluding a Contract for exotic sightseeing tours (India, Sri Lanka, Vietnam, Azerbaijan, Thailand, Australia) by airplane, if more than 6 weeks remain before the trip, to pay administrative fee of EUR 80 for exotic sightseeing trip by airplane per person for the creation and servicing of a travel order, that is included into the total price, and pay the balance no later than within 6 weeks before departure. When concluding a Contract for exotic sightseeing tours by airplane, if less than 6 weeks remain before the trip, pay the full price for the trip immediately. When concluding a Contract for sightseeing tours by airplane, if more than 4 weeks remain before the trip, to pay administrative fee of EUR 80 for exotic sightseeing trip by airplane per person for the creation and servicing of a travel booking, that is included into the total price, and pay the balance no later than within 4 weeks before departure. When concluding a Contract for sightseeing tours by airplane, if less than 4 weeks remain before the trip, pay the full price for the trip immediately. If a Traveller refuses to travel, the administrative fee paid by him/her is considered as remuneration to the tour operator for the creation and servicing of the travel order and is not refunded to the Traveller in the cases specified in clauses 2.2 and

2.5 of this Contract. During the campaigns announced by the tour operator, another procedure for payment may be set for services and the Traveller must comply with it. After signing a Tourism Service Provision Contract, the Traveller can pay for the trip directly to the tour operator. A Traveller must transfer the money to the account of the tour operator, specifying the travel order number, surname, travel direction and date of travel. When purchasing a trip by instalments, the Traveller must comply with the relevant payment procedure provided for in the Contract. If the Traveller travels on a regular flight, the flight ticket payment procedure established by the particular carrier shall be applied. It may be required to pay the flight ticket price immediately after booking. If a tourist purchases additional services (e.g. priority boarding, registered baggage, etc.) when booking a regular flight, may be required to pay not only for the flight ticket but also for additional services immediately after the booking.

1.3.2. To provide all information and documents required by the tour operator to complete this Contract; to arrive on time on the specified primary and departure places indicated by the travel guide (if the travel guide's service is provided for in the Contract), including intermediate ones; to follow the operator's instructions regarding the execution of the trip or its separate parts; to follow public order, rules for international carriage of passengers, the procedure for the carriage of luggage and the quantity, number and prohibition of imported goods. To follow the instructions of the border and customs services. When travelling with minor children, the Traveller must follow the procedure of the child's temporary departure to foreign countries not belonging to the Schengen area approved by the Government of the Republic of Lithuania.

1.3.3. To cover any damage caused during the trip (damage to hotel inventory, vehicles etc.). If a minor causes the damage, the responsible person must cover all damages. If the Traveller admits the fault and agrees to compensate the damage, it must be compensated on the spot. If the Traveller does not admit the fault, the tour operator has the right to recover damages in accordance with the procedure established by legal acts of the Republic of Lithuania. A Traveller is not required to compensate the damage caused by force majeure.

1.4. The Traveller, the main party of this Contract, must inform other travellers - the beneficiaries that the tourist trip is organized only under the conditions specified in this Contract, all travellers must comply with all terms and conditions of the Contract and the traveller must submit them with all information sent by the tour operator after contract conclusion.

## 2. RIGHT TO WITHDRAW FROM THE CONTRACT

2.1. Traveller has the right to withdraw from the Contract at any time before the trip.

2.2. If the traveller withdraws from the Contract, the tour operator may require the traveller to pay the reasonable contract cancellation fee set forth in the contract. The parties agree that the amount of the loss due to the Contract cancellation by Traveller, depending on the time of the cancellation, is the following:

For leisure travel by air:

Time of termination of the Contract	Amount as percentage of travel cost
more than 28 days before departure	20%
11-28 days before departure	50%
6-10 days before departure	80%
less than 5 days before departure	100%

For exotic leisure travel by air:

Time of termination of the Contract	Amount as percentage of travel cost
more than 42 days before departure	20%
30-42 days before departure	50%
15-29 days before departure	80%
less than 14 days before departure	100%

For sightseeing tours by bus:

Time of termination of the Contract	Amount as percentage of travel cost
more than 28 days before departure	The advance payment is not refundable for Traveller (EUR 40 per person)
21-27 days before departure	50%
10-20 days before departure	80%
less than 9 days before departure	100%

For sightseeing tours by air:

Time of termination of the Contract	Amount as percentage of travel cost
more than 28 days before departure	The advance payment is not refundable for Traveller (EUR 80 per person)
21-27 days before departure	50%
10-20 days before departure	80%
less than 9 days before departure	100%

For exotic sightseeing tours by air:

Time of termination of the Contract	Amount as percentage of travel cost
more than 42 days before departure	The advance payment is not refundable for Traveller (EUR 80 per person)
30-42 days before departure	50%
15-29 days before departure	80%
less than 14 days before departure	100%

If the Traveller refuses to travel by regular flights, the flight fares are not refunded.

2.3. The traveller is entitled to terminate the contract and do not pay the contract cancellation fee in the following cases:

2.3.1. if the tour operator amends the travel terms and conditions before the trip and the traveller does not agree with amendments of contractual terms and conditions proposed by the tour operator within the reasonable period determined by the tour operator, when:

- a) the tour operator is forced to amend any of the main travel services and (or) peculiarities essentially before the trip;
- b) the tour operator cannot fulfil the special traveller requirements set forth in the contract;
- c) the tour operator proposes to increase the travel price by more than 8 percent in accordance with Article 6.7521 of the Civil Code of the Republic of Lithuania (hereinafter – Civil Code).

2.3.2. if the contract cannot be executed due to disadvantages specified by the traveller and the tour operator fails to eliminate the disadvantages within the reasonable period determined by the traveller. In cases specified in Part 3 Article 6.7521 of the Civil Code, the traveller may request to reduce the travel price or compensate the material and non-material damage;

2.3.3. if force majeure circumstances appear in the travel destination or nearby, due to which the travel execution or delivery of travellers to destination is not possible. In such case, the traveller is entitled to request to compensate money paid for the travel, but he/she is not entitled to receive additional damages.

2.4. The tour operator has the right to withdraw from the Contract before the trip, refund all paid amounts to the traveller and compensate the damage of traveller, except the cases specified in Item 2.5.

2.5. If the tour operator terminates the contract, the traveller's damage is not compensated in the following cases:

2.5.1. the number of travellers is less than the minimum number of traveller specified in Item 1.1.2 and the traveller has been informed about it under the procedure set forth in Item 1.1.2;

2.5.2. the tour operator cannot execute the contract due to force majeure and it informs the traveller about contract termination immediately and before the trip.

2.6. When, upon termination of the Contract, the tour operator, travel agency or travel agent incurs an obligation to return all or part of the money paid for the trip by the Traveller, the money is refunded to the account specified by the Traveller within 14 days from the termination of the Contract.

### 3. AMENDMENT OF CONTRACT TERMS AND CONDITIONS

3.1. The tour operator has the right to amend the relevant clause of the Contract for important reasons about which it shall inform the Traveller immediately. In such case, the Traveller may refuse to amend the Contract only when such amendment would cause the Traveller an essential damage (Part 2 Article 6.752 of the Civil Code).

3.2. The tour operator is entitled to increase the price of travel at least 20 days before the travel due to changes in transportation costs, including fuel costs, compulsory taxes or exchange of currencies, as well as changes in the exchange rates applicable to travel. The tour operator indicates why the price has increased and how the price increase was calculated. The Traveller has the right to refuse the increase the price. If within less than 20 days before departure it occurs that the tour operator has to increase the price of the trip, he informs the Traveller about it immediately indicating the reason for the increase in the price and the procedure for calculating the new price. A Traveller has the right to refuse the increase of price or to make an appropriate amendment to the Contract. The Traveller must inform the tour operator about his/her decision as soon as possible.

3.3. If the Traveller refuses to amend the terms of the Contract in the cases provided for in clauses 3.1-3.2, the tour operator acquires the right to withdraw from the Contract. In such case, the Traveller has the right to demand the refund of the money paid for the trip or, if the trip price or quality reduces, to refund a deifference of reduced price. If the tour operator withdraws from the Contract after the Traveller refuses to amend the terms of the Contract in the cases provided for in clause 3.1, the clause 2.6 of the Contract shall be applicable accordingly.

3.4. Any condition of the Contract can be amended after the contract conclusion upon written agreement of both parties.

3.5. The traveller is entitled to change the travel sales agent representing the tour operator only due to the material breach of this contract by travel sales agent. The traveller must inform the tour operator about such breach in writing immediately.

### 4. CHANGE OF THE CONTRACTING PARTIES

4.1. Any Traveller of this Contract is entitled to transfer his/her right to travel to a third party (taking the trip) who will fulfil all contractual terms at least 7 days before the beginning of the travel.

4.2. In cases where such transfer is contrary to the rules of the person assisting the tour operator (i.e., if during the time remaining before the beginning of the trip it is not allowed to book a seat in a vehicle, hotel and (or) obtain a visa on behalf of a new person), the following rules must be submitted to the Traveller.

4.3. Such transfer must be executed under the Contract that complies with the requirements of the Civil Code with the third person, taking the trip. The person taking the trip, having concluded the Contract, or the Traveller, who has transferred the trip, must notify the tour operator in writing thereof and transfer the information and documents necessary for the proper execution of this Contract with regard to the person taking the trip. The Traveller transferring the trip and the third party (taking the trip) are solely liable to the tour operator for paying the travel costs and expenses associated with the transfer of the right to travel. The Parties agree that the cost of travel transfer is at least EUR 50 per person, if this transfer is possible. On Traveller's request, the tour operator must provide an estimate of extra costs for the change of contract parties. If the transfer is not possible due to the reasons mentioned in clause 4.2 above or for other reasons, the Traveller has the right to terminate the Contract by paying the cancellation fee provided for in clause 2.2.

4.4. The terms and expenses for the transfer of travel indicated in clauses 4.1-4.3 of the Contract are not available for sightseeing trips by airplane and exotic sightseeing tours. A Traveller who has acquired a sightseeing trip by airplane has the right to transfer his right to travel to a third person who fulfils all conditions of the Contract, at least 28 days before the beginning of the travel, and at least 42 days before the beginning of the travel upon purchase of an exotic sightseeing travel. The Parties agree that the cost of sightseeing travel by airplane and of exotic sightseeing travel transfer shall be at least

EUR 60 per person if this transfer is possible. If less days remain before the beginning of the sightseeing travel by air or exotic sightseeing trip than the deadline specified in this clause, the change of contractual parties is available only when it is possible under the rules of the air carrier. In such case, the Traveller must pay the air carrier's fixed fee for the change of passenger data (name, surname, etc.).

4.5. If a Traveller travels on a regular flight and wishes to transfer a trip to a third party, the Traveller must pay the carrier's fixed fee for the change of passenger data (name, surname, etc.) (where it is possible to transfer flight tickets to a third party under the air carrier's rules).

### 5. TRAVEL AMENDMENT

5.1. A Traveller who has acquired a leisure travel by air has the opportunity to amend the travel date, duration, hotel and / or type of the room at least 14 days before beginning of travel. In this case, the following rates are applied:

Time of travel amendment	Travel amendment fee (per person)
at least 21 days before departure	40 Eur
at least 14 days before departure	60 Eur

Travel direction cannot be amended. Travel season cannot be amended.

5.2. When booking a leisure trip by airplane and an additional service "Golden Opportunity to Change a Trip", the Traveller has an opportunity to amend the travel date, duration, hotel, room type and / or direction of travel once at least 21 days before departure. In this case, a trip amendment fee of EUR 15 per person is applicable.

5.3. If travel date, duration, hotel, room type and / or direction is amended according to clauses 5.1-5.2, the travel price is recalculated to the prices and conditions valid on the day of change.

5.4. The conditions for travel amendment referred to in clause 5.1 are not applicable to sightseeing tours by bus and plane, weekend trips and sightseeing exotic trips.

5.5. Amendment of the travel according to clauses 5.1-5.2 is possible only if other dates / durations / hotels are possible and seats on flights are available, etc. The number of people travelling and persons travelling (their names and surnames) cannot be amended.

5.6. When purchasing the service specified in clause 5.2 without taking advantage of it, the price of the service is not refundable. For exact information about the services, please contact our consultants or search at [www.novaturas.lt](http://www.novaturas.lt).

### 6. LIABILITY FOR IMPROPER EXECUTION OF THE CONTRACT

6.1. The tour operator shall be liable for any technical defects of booking system that occurred due to its fault during contract conclusion and any errors made during booking process. The liability is not applicable when the booking errors occurred due to the fault of traveller or force majeure circumstances.

6.2. The tour operator must provide the traveller in trouble with necessary assistance specified in Item 1.1.7 of the Contract without undue delay.

6.3. If the traveller requires assistance for reasons arising from deliberate acts or negligence on the part of the traveller, the tour operator is entitled the charge for provisions of such assistance. The charge amount cannot exceed the actual costs incurred by the tour operator.

6.4. The traveller must inform the tour operator about any case of contract non-execution or improper execution noticed during the travel without undue delay by the contact details specified herein and provide the reasonable period to correct the defects. If the defects have to be corrected immediately, the traveller is not required to specify the period.

6.5. If the services specified in the contract are not provided according to contract conditions, the tour operator must correct the defects specified by the traveller within the reasonable period, except when it is not possible if this would result in disproportionate costs, taking into account the extent of the defects and the value of the services provided improperly in the contract.

6.6. If the tour operator fails to correct the defects due to the reasons specified in Item 6.5 of the contract, the traveller is entitled to require the compensation of material and non-material damage without undue delay.

6.7. If the tour operator fails to correct the defects not due to the reasons specified in Item 6.5 of the contract, the traveller may correct them by himself/herself and claim the necessary expenses.

6.8. If the tour operator is not able to provide a large amount of services according to the contract or the service of traveller's return to place of departure is not provided as agreed, the tour operator must offer the alternative services to the traveller without additional costs and the quality of these services would be equivalent to or higher than the quality indicated in the contract in order to be able to continue the trip, if possible. When the offered alternatives make the trip quality lower than indicated in the contract, the tour operator must reduce the travel price accordingly.

6.9. If the offered alternatives are not similar to the services agreed in the contract or if the price reduction is inadequate, the traveller can refuse them.

6.10. If the insufficient compliance essentially affects the performance of the trip and the tour operator fails to correct the situation within the reasonable period determined by the traveller, the traveller can terminate the contract without paying the contract cancellation fee and require to reduce the price and (or) compensate the material and non-material damage.

6.11. If it is not possible to offer the alternatives or the traveller refuses the offered alternatives in accordance with Item 6.9, the traveller is entitled to price reduction and (or) compensation of material and non-material damage without termination of contract.

6.12. If the trip includes passenger transport service, the tour operator must ensure the return of traveller to initial place of departure by equivalent transport means or transportation to another location agreed by the traveller without additional pay, as well as refund the traveller for non-provided services in cases specified in Items 6.9 – 6.11 of the contract.

6.13. If the tour operator can not guarantee the return of a traveller as provided for in the contract due to force majeure, the tour operator must pay the costs for the necessary accommodation, the category of which is equivalent to specified in the contract, if possible, for the period of force majeure circumstances but no more than three nights for each traveller, except the cases, when the laws of legislation of the European Union specifies longer period (for instance, for limited mobility and their accompanying persons, pregnant woman and minors, as well as persons requiring special medical

assistance, if the traveller informs the tour operator about his/her special needs no less than 48 hours before the trip).

6.14. The traveller is entitled to require to pay the material and non-material damage without undue delay in the following cases:

6.14.1. if the contract cannot be executed due to defects specified by the traveller and the tour operator fails to eliminate the defects within the reasonable period specified by the traveller;

6.14.2. if the tour operator cannot offer the alternative services for good reasons or the traveller refuses them in accordance with Item 10.9 of the contract;

6.14.3. in other cases specified in the Civil Code.

6.15. The tour operator is not liable for improper execution of the contract, if the tour operator proves the contract was improperly executed due to:

6.15.1. the fault of traveller;

6.15.2. the fault of third part or related to service provision under the contract and it was not possible to foresee or avoid such damage;

6.15.3. force majeure.

6.16. If the damage, except the damage due to death, health injury of the traveller, intentional damage or damage caused by gross negligence, is made to the traveller during execution of services provided in the contract, but this service is not provided by the tour operator, the liability of tour operator for such damage can be limited for triple price of the travel.

6.17. The right of the traveller to receive the damage compensation or right to priced reduction do not affect the rights of passengers in accordance with Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91 (OL 2004 L 046, p. 1), Regulation (EC) No. 1371/2007 of the European Parliament and of the Council on rail passengers; rights and obligations (OL 2007 L 315, p. 14), Regulation (EC) No. 392/2009 of the European Parliament and of the Council of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents (OL 2009 L 131, p. 24), Regulation (EU) No. 1177/2010 of the European Parliament and of the Council of 24 November 2010 concerning the rights of passengers when travelling by sea and inland waterway and amending Regulation (EC) No. 2006/2004 (OL 2010 L 334, p. 1), Regulation (EU) No. 181/2011 of the European Parliament and of the Council of 16 February 2011 concerning the rights of passengers in bus and coach transport and amending Regulation (EC) No. 2006/2004 (OL 2011 L 55, p. 1), as well as in accordance with international conventions.

6.18. The damage compensation paid by the tour operator or price reduction of the tour operator according to Item 6.14 of the contract and the damage compensation or price reduction paid to the traveller according to European Union legislation and international conventions specified in Item 6.17 are deducted from each other in order to avoid double damage compensation.

6.19. The material and non-material damage incurred by the traveller is compensated under the procedure set forth by the Civil Code.

## 7. GENERAL TERMS AND CONDITIONS

7.1. The Traveller's rights are protected by the Civil Code, the Law on the Protection of Consumer Rights, the Law on Advertising, the Law on Tourism and other laws and substatutory legal acts, as well as the present Contract.

7.2. In the event of a conflict or dissatisfaction during the travel due to improper execution or non-execution of the present Contract, the claims must be promptly submitted to the tour operator's representative or the travel manager or, if they are absent, to the tour operator. The claims to unsettled or improperly settled issues must be

submitted in writing. In case of failure to resolve the dispute, claims can be submitted to the tour operator in writing within 14 days after the end of travel; the tour operator must respond in writing to the claims within 14 days after the day of claim receipt. Disputes are resolved by negotiation and if the parties fail to agree, they must be settled under the procedure prescribed by the laws of the Republic of Lithuania.

7.3. The disputes concerning improper execution or non-execution of a Contract must be settled by the State Consumer Rights Protection Service at Vilniaus g. 25, 01402 Vilnius, email: tarnyba@vvat.lt, fax (8 5) 279 1466, website www.vvat.lt in accordance with the procedure established by the Law on Consumer Protection of the Republic of Lithuania. The application can be submitted electronically via EGS platform <http://ec.europa.eu/odr/>.

7.4. Subsequent to the signature of this Contract, the substantive amendments to the Contract terms (the main part and the price of the agreed services) are possible only by written agreement of both parties.

7.5. The Contract is made in two copies - one for the tour operator and one for Traveller(s). All copies have the same legal force.

## 8. PROTECTION OF PERSONAL DATA

8.1. Providing travel services, the Tour Operator, as a data manager, collects and processes personal data of the tourist and people travelling with him (her), provided at the time of signing the contract, as well as other data relating to the provision of travel services. These data are subject to processing on the basis of the conclusion and performance of the contract, also when fulfilling the requirements of legal acts applicable to the Tour Operator and the provision of travel services. In case of refusal to provide such data, the Tour Operator has the right to withdraw the conclusion of the contract.

8.2. The Tour Operator processes the data in the manner prescribed by legislation, or to the extent necessary to achieve the processing objectives. The data may be transferred to the group of the enterprises of Tour Operator, as well as to partners, service providers or other third parties to the extent necessary to fulfil the contract or legal obligations of the Tour Operator, including the transfer of data to third countries outside the European Economic Area, in which the lower requirements may be applied to the data. The Tour Operator makes reasonable efforts to ensure proper measures for data protection.

8.3. The tourist has the right to require that the Tour Operator allows to get acquainted with his (her) personal data being processed and, in order to correct or delete it, or restrict data processing, has the right not to agree that the data to be processed, also has the right to data portability and the right to provide appeal to the control institution.

8.4. A tourist, providing personal data of other tourists, including personal data of children and (or) data of special categories, confirms that the person or his (her) legal representative (for example, one of the parents, tutors) agrees to the provision and processing of data, also undertakes to provide them with the information specified in this contract, as well as in the Privacy Policy, officially published by the Tour Operator. Contact information of this (these) person (s):

The Tour Operator has the right to contact the person by the specified phone number or email address in order to ensure that such consent was provided.

8.5. More detailed information on the processing of personal data, the rights of the data subject and the procedure for their implementation can be found in the Privacy Policy, officially published by the Tour Operator on the [www.novaturas.lt](http://www.novaturas.lt), in the "Important Information" section or You can contact the Tour Operator official by email [dpo@novaturas.lt](mailto:dpo@novaturas.lt) for protection of personal data.

The signing of the Contract does not guarantee that the reservation will be confirmed to the hotel selected by the Traveller. If the reservation is not confirmed, a separate notice will inform the Traveller. If the reservation is not confirmed, the signed contract for accommodation in a particular hotel is no longer valid. A Traveller has the right to choose an alternative travel option by concluding a new Contract with the tour operator. If the Traveller refuses to conclude a new Contract, the tour operator must return the money paid by the Traveller for the Contract that has been cancelled.

The citizens of foreign countries without visa-free travel agreement with the Republic of Lithuania who purchased a travel when the departure / return is from / to Lithuania require multiple (Schengen or national) visa valid for the period of travel (more information is provided at the website [www.migracija.lt](http://www.migracija.lt)).

*The present provisions of the Tourism Service Contract are binding the tour operator and all travellers. The Traveller confirms that he/she has fully understood the Contract submitted and understood all its provisions, as well as informed other travellers - beneficiaries that the tourist trip is organised only under the conditions specified in this Contract and all travellers must comply with all terms of the Contract.*

**Annexes of the contract:** information and advice for travellers; travel description; program or other travel describing material / link to electronic document; information on the essential conditions for carriage of passengers and baggage by the operating air carrier (if the air travel is booked); general conditions for passengers and carriage. The traveller is informed about the tour operator's website [www.novaturas.lt](http://www.novaturas.lt), which contains travel related information and the aforementioned contract annexes. The traveller confirms that he considers such information to be appropriate and acceptable. The annexes of the contract contain all travel related information: information on accommodation and means of transport, travel services, travel route, place of departure and arrival, time, places to visit, their epidemiological status, immunoprophylaxis requirements, currency exchange, procedure of the state border crossing and visa obtaining, restrictions on the entry of goods, information allowing direct contact with the child or the responsible person at the child's place (in the case of minors travelling alone), tour operator or travel agency, his/her telephone number and other contact details; received written information on the basic conditions for the carriage of passengers and baggage by the operating air carrier (in case of trip by air); was informed about the possibility of concluding insurance contracts (medical expenses, missed travel risks, accidents and/or others). The traveller is informed about the tour operator's website [www.novaturas.lt](http://www.novaturas.lt), which contains travel related information and the aforementioned contract annexes. The traveller confirms that he considers such information to be appropriate and acceptable.

*The traveller confirms he/she is aware that the tour operator carries out social responsibility initiatives or contributes to their implementation; more information about current initiatives are available on the tour operator's website [www.novaturas.lt](http://www.novaturas.lt); after having implemented the specific initiative, the tour operator will publish information about the amount of granted support, as well as essential information on how the said amount of money has been used in its website [www.novaturas.lt](http://www.novaturas.lt); the amount granted by the traveller voluntarily for the tour operator's social responsibility initiatives is included in the cost of the services purchased under the present contract.*

The traveller is aware that after having made a partial or full payment for the services ordered under the present contract, he/she confirms that he/she is familiar with and agrees to these terms and conditions that are also published on the tour operator's website [www.novaturas.lt](http://www.novaturas.lt).

I agree with the use of my personal data for "NOVATURAS" marketing purposes \_\_\_\_\_  
(first name, surname and signature of the Traveller)

## DETAILS OF THE PARTIES:

### Travel agency / agent representing tour operator

First name, surname \_\_\_\_\_

Signature \_\_\_\_\_

L.S.

### The Traveller signing the Contract (main contractor)

First name, surname \_\_\_\_\_

Traveller's signature \_\_\_\_\_

L.S.

## FORM OF STANDARD INFORMATION PROVISION IN CASE OF ORGANISED TOUR AGREEMENT

1. The present form is mandatory to the tour operator and (or) travel agent by providing pre-agreement standard information, if the traveller acquires organised tour.

2. The tour operator and (or) travel agent must provide the traveller with information specified in Article 6.748 (1) of the Civil Code of the Republic of Lithuania prior to signing the organised tour agreement without pre-agreement standard information specified in a form.

If the organised tour agreement is concluded by transferring the traveller data to the other provider of tourism services, the information specified in the first part of this Item must be provided as much as it is related to their provided respective organised tour services.

3. The information provided in a form meets the content of forms specified in Parts A, B, C of Annex I of the Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC.

### STANDARD INFORMATION FORM

The combination of tourism services offered to you is **organised tour** in accordance with the Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC (hereinafter – Directive (EU) 2015/2302).

Therefore, you will be able to exercise all EU rights applied for organised tours. **AB “Novaturas“ will be fully liable for proper execution of all organised tour.**

In addition, as required by law, AB “Novaturas“ has the necessary protection to return your paid money for the organised tour to you and ensure your repatriation (return to initial place of departure) if AB “Novaturas” becomes insolvent, when transport services are included in the organised tour.

More information about the essential rights according to Directive (EU) 2015/2302

#### Essential rights according to Directive (EU) 2015/2302:

- The traveller must obtain all necessary information about the organised tour prior to conclusion of organised tour agreement.
- The tour operator is liable for proper provision of all travel services included in the Agreement.
- The emergency phone number or contact centre details must be provided to the traveller he/she can use to contact the tour operator or travel agent.
- The traveller can transfer the organised tour to another person by duly notice; it may result in additional costs.
- The price of organised tour can be increased in case of the present circumstances only:
  - increase of specific costs (increased traveller transportation price due to fuel or other energy sources costs; the change of taxes or charges related to the services included in agreement and applied by third persons who are not directly involved in execution of organised tour; the change of currency exchange rate related to organised tour);
  - such possibility of specific cost increase is clearly provided in agreement;
  - the traveller is informed about it within at least 20 days before the start of organised tour.
- If the price increases more than 8 % of the total price of organised tour, the traveller can terminate the agreement. When the tour operator reserves the right to increase the price, the traveller has a right to pay lower price for organised tour, if the respective costs are lower.
- The traveller can terminate the organised tour agreement without paying the agreement termination fee and fully return all paid amounts in case of any significant change in any essential elements of the organised tour, except the price. If the tour operator responsible for organised tour cancels the organised tour prior to the start of organised tour, the traveller has a right to return the paid money and right to damage compensation in certain cases.
- In exceptional circumstances the traveller can terminate the organised tour agreement prior to the start of organised tour without paying the agreement termination fee, for instance, if there are serious security issues at the place of destination that may impact the organised tour.
- The traveller can terminate the organised tour agreement at any time prior to the start of organised tour by paying proper and reasonable agreement termination fee.
- If the essential services of the organised tour cannot be provided as agreed prior to the start of organised tour, the traveller must be offered with proper alternatives without additional costs. The traveller can terminate the organised tour agreement without paying the agreement termination fee if the services are not carried out according to agreement, it has a major impact on the performance of an organised tour and the tour operator fails to settle the issue.
- The traveller has a right to price reduction and (or) damage compensation, if the services of organised tour are not provided or provided improperly.
- The tour operator must provide assistance if the traveller faces difficulties.
- The amounts paid for the organised tour by the traveller will be returned in case of insolvency of tour operator. If the tour operator becomes insolvent after the start of organised tour that includes the transport services, the repatriation of the traveller must be guaranteed.
- AB „Novaturas“ has taken care of protection in case of insolvency by insuring at ADB „Gjensidige“ Lithuanian branch.
- The traveller may apply to competent institution – State Consumer Rights Protection Authority, Vilnius g. 25, LT-01402 Vilnius, email: tarnyba@vvtat.lt, ph. +370 5 262 6751, if it is refused to provide the services in case of AB „Novaturas“ insolvency.

The Directive (EU) 2015/2302 can be found at:

<https://eur-lex.europa.eu/legal-content/LT/TXT/?uri=CELEX%3A32015L2302>

**The signing traveller**

Traveller's signature \_\_\_\_\_

Name, surname \_\_\_\_\_

# CONDITIONS OF PROMOTIONAL OFFER OF TRAVEL SERVICES ACCORDING TO THE AGREEMENT FOR THE PROVISION OF TRAVEL SERVICES

(for leisure / exotic leisure tours by plane for the summer of 2020, valid until September 30, 2019)

## 1. Having ordered the tour in advance:

- 1.1. The initial fee is only EUR 50 per person.
- 1.2. We will provide the guarantee of the lowest price\*.
- 1.3. We will present a "Golden opportunity to replace the tour"\*\*\* to each person who ordered leisure air tour during the promotion.
- 1.4. We will provide the opportunity to replace one tourist's name and surname for another free of charge\*\*\*.
- 1.5. You can choose from the largest range of resorts, dates, duration of the tour, hotels and rooms.

## 2. Validity of the promotional action

- 2.1. The most advantageous discounts and the most favourable terms for pre-purchase are available for leisure/exotic leisure tours for summer 2020, purchased **before September 30, 2019 (inclusively)**.

## 3. Terms of the pre-purchase promotional action:

- 3.1. The terms of the pre-purchase promotional action are available for leisure tours or exotic leisure tours by plane in the case of a preliminary payment of EUR 50 per person (child and (or) adult), which is included in the total price of the tour. The remaining price should be paid 28 days prior to departure for leisure tours by plane and 42 days prior to departure for exotic leisure tours by plane. If there are less than 28 days left before the start of the leisure tour by plane or 42 days before the start of the exotic leisure tours by plane, the whole price of the tour should be paid at once, i.e. on the day of signing (conclusion) the Agreement for the provision of travel services.
- 3.2. The terms of the pre-purchase promotional action will not be available if the tour or the corresponding terms of the travel services agreement are replaced after the expiration of the pre-purchase promotional action.

## 4. \*Lowest price guarantee

- 4.1. We guarantee that, using the terms of the pre-purchase promotional action, you will purchase a leisure tour or exotic leisure tour by plane at the most favourable price offered by "NOVATURAS". We undertake to return the difference in price if the selected tour will be offered by "NOVATURAS" during the season at a lower price than during the preliminary purchase.
- 4.2. Terms of guarantee of the lowest price:
  - 4.2.1. Direction, time, duration of the tour, hotel, type of room and catering coincide, as well as other terms of the tour;
  - 4.2.2. The guarantee of the lowest price is available only for the leisure tours or exotic leisure tours by plane for the summer season of 2020, purchased before September 30, 2019, the description of which can be found on [www.novaturas.lt](http://www.novaturas.lt);
  - 4.2.3. The guarantee of the lowest price does not have any effect in case of changing any terms of the agreement regarding the tour;
  - 4.2.4. The guarantee of the lowest price is available for the prices indicated in the "NOVATURAS" offer.

## 5. \*\* Golden opportunity to replace the tour

- 5.1. A Traveller who has purchased an leisure tour by plane for summer during promotional action will have the opportunity to change the date, duration of the tour, hotel, room type and (or) route for free, but not later than 21 days before departure. A Traveller who has purchased an exotic leisure tour by plane for summer during promotional action will have the opportunity to change the date, duration of the tour, hotel, room type and (or) route for free, but not later than 30 days before departure.
- 5.2. When replacing the tour, changes should be made according to the prices and terms valid for the day of the tour replacement.
- 5.3. The number of travellers, as well as the names and surnames of persons cannot be changed.
- 5.4. You can replace the tour with other leisure tour by plane or exotic leisure tour by plane for the summer season of 2020, the description of which can be found on [www.novaturas.lt](http://www.novaturas.lt)
- 5.5. The service is not available in case of the cognitive tours by air, by bus, also for weekend tours.

## 6. \*\*\* Tourist name and surname change

- 6.1. The tourist who has acquired summer leisure tour by plane during the promotion will be able to change one tourist name free of charge, but no later than within 21 days before departure, if such change is possible. The tourist who has acquired summer exotic leisure tour by plane during the promotion will be able to change one tourist name free of charge, but no later than within 30 days before departure, if such change is possible.
- 6.2. If the tourist name changes, the prices and terms valid at the time of booking the trip will be retained.
- 6.3. If after the tourist name change, the type of accommodation or any other term of the contract changes, the price of the tour is recalculated according to the prices and terms valid on the day of the tour change.
- 6.4. The free change of one tourist name applies only to the leisure tours by plane and exotic leisure tours by plane for the summer season of 2020, purchased before 30.09.2019 and described at [www.novaturas.lt](http://www.novaturas.lt).
- 6.5. The free change of one tourist name does not apply to exotic sightseeing tours by plane, sightseeing tours by plane and bus, as well as weekend tours.

## 7. General provisions

- 7.1. The terms of this promotional action are special for the terms of the Agreement for the provision of travel services. The provisions of the Agreement for the provision of travel services are extended to the extent that the legal relationships of the parties are not regulated by the terms of the promotional action.
- 7.2. The terms of this pre-purchase promotional action are available only in case of "NOVATURAS" leisure tours nad exotic leisure rours by plane, purchased before September 30, 2019 (inclusively).

*The terms of this pre-purchase promotional action are mandatory for the Tour Organizer and all travellers. The Traveller confirms that he (she) is thoroughly familiarized with the provided terms of the promotional action and understood them, and also informed other travellers – beneficiary parties about the terms of the promotional action.*

Tourist, signing the Agreement

Name, surname \_\_\_\_\_

Signature \_\_\_\_\_