

(!)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 signature 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 Small Planet Airlines can operate the charter flight. The following air carriers can operate charter flight: Getjet Airlines, and regular flight - Ryanair, Wizz Air, Turkish Airlines, Lufthanza, Air Baltic, Ukraine International Airlines, Finnair, etc.

1.1.2. In case of a shortage of the minimum number of tourists, inform the Tourist about termination of the Contract on a durable information carrier before the start of the tour, no later than:

1.1.2.1. 20 days before departure, if the duration of the tour is not more than 6 days;

1.1.2.2. 7 days before departure, if the duration of the tour is not less than 2 days and not more than 6 days;

1.1.2.3. 48 hours before departure, if the duration of the tour 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 tourists on a bus trip. The minimum number of tourists who have acquired a sightseeing tour by air is 15 persons. 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 accurate and non-misleading information about the trip route (departure, return places, dates and times, places to visit and countries, with dates of arrival and departure) and the changes, travel services, provided in the catalogue or in another material specifying the trip, or in the modified program, the means of transport, the type of accommodation, the location of the object, category or level of comfort, the main features and the class (in accordance with the relevant rules of the host country), catering, border procedures and visa procedures for the countries where the Traveller arrives, the requirements for the quantity of goods imported, their number and the prohibitions, the procedure and conditions for the completion of the Contract before the trip.

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 the following information in writing before the trip: information about the intermediate stations and stopping time, location and information about the passenger's place in the vehicle (except the airplane), 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, information about the epidemiological state of the countries where he/she is travelling, immunoprophylaxis requirements to be met when travelling, information on exchange rate conditions and procedures. 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 proper performance of the Contract. 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 Tourist, who has difficulties, with the necessary assistance during the tour or under *force majeure* circumstances, without unreasonable delay:

1.1.7.1. to provide relevant information about health surveillance services, local government institutions and consular assistance;

1.1.7.2. to help the Tourist to use the means of remote communication;

1.1.7.3. to help find alternative tour services.

1.2 In this Contract, a Traveller is a natural person (contracting party) 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 3 weeks remain before the beginning of trip, to pay an advance payment of 20% for an airplane trip, which includes an administrative fee of EUR 50 per person for the creation and servicing of a travel order and pay the balance no later than within 3 weeks before departure. When concluding a Contract, if more than 30 days remain before the beginning of trip, to pay the full price for the trip by air immediately. When concluding a Contract, if more than 3 weeks remain before the skiing trip by airplane, to pay an advance payment of 20% for a skiing trip by airplane, which includes an administrative fee of EUR 50 per person for the creation and servicing of a travel order and pay the balance no later than within 30 days before departure. When concluding a Contract, if it is less than 30 days before the beginning of travel, to pay the full price for a skiing trip by airplane immediately. When concluding a Contract for exotic sightseeing tours (Sri Lanka, Thailand, Vietnam, India, Maldives, Cuba) by airplane, if more than 6 weeks remain before the trip, to pay an advance payment of 20% for an airplane trip, which includes an administrative fee of EUR 50 per person for an exotic sightseeing travel for the creation and servicing of a travel order which is included in the total cost of the trip and the balance to be paid no later than 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, if more than 3 weeks remain before the beginning of sightseeing tour by bus, to pay administrative fee of EUR 30 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 3 weeks before departure. When concluding a Contract, if less than 3 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 (Morocco, Singapore – Island of Bali, India, Sri Lanka, Vietnam) by airplane, if more than 6 weeks remain before the trip, to pay administrative fee of EUR 60 for exotic 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 60 for exotic 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 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.

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 be liable for 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 straight away. 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 and all travellers must comply with all terms and conditions of the Contract.

2. RIGHT TO WITHDRAW FROM THE CONTRACT

2.1. Traveller has the right to withdraw from the Contract before the start of the tour.

2.2. If the Tourist terminates the Contract, the Tour organizer may require the Tourist to pay a reasonable tax on the termination of the Contract, as provided for by 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 21 days before departure | 20% (this amount includes a non-refundable administrative fee (EUR 50 per person) for the creation and servicing of a travel order) |
| 11-21 days before departure | 50% |
| 6-10 days before departure | 80% |
| less than 5 days before departure | 100% |

For skiing travel by air:

| Time of termination of the Contract | Amount as percentage of travel cost |
|-------------------------------------|---|
| more than 30 days before departure | 20% (this amount includes a non-refundable administrative fee (EUR 50 per person) for the creation and servicing of a travel order) |
| 15-30 days before departure | 50% |
| 6-14 days before departure | 80% |
| less than 5 days before departure | 100% |

For exotic leisure tours by air:

| Time of termination of the Contract | Amount as percentage of travel cost |
|-------------------------------------|---|
| more than 42 days before departure | 20% (this amount includes a non-refundable administrative fee (EUR 50 per person) for the creation and servicing of a travel order) |
| 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 21 days before departure | The administrative fee is not refundable for Traveller (EUR 30 per person) for the creation and servicing of a travel order |
| 11-21 days before departure | 50% |
| 6-10 days before departure | 80% |
| less than 5 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 administrative fee is not refundable for Traveller (EUR 60 per person) for the creation and servicing of a travel order |
| 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 administrative fee is not refundable for Traveller (EUR 60 per person) for the creation and servicing of a travel order |
| 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 Tourist has the right to terminate the Contract and not to pay the tax of termination of the Contract in the following cases:

2.3.1. if the Tour organizer changes the terms of the Contract prior to the trip, and the Tourist does not agree to change the terms of the Contract proposed by the Tour organizer within a reasonable time specified by the Tour organizer when:

- the Tour organizer has to substantially change any of the basic conditions and (or) features of the tour prior to the trip;
- the Tour organizer cannot fulfill the special requirements of the Tourist specified in the Contract;
- the Tour organizer offers to increase the tour price by more than 8% in accordance with Article 6.7521 of the Civil Code of the Republic of Lithuania (hereinafter referred to as the Civil Code).

2.3.2. if due to deficiencies indicated by the Tourist, the Contract cannot be further executed, and the Tour organizer does not eliminate the deficiencies within a reasonable period specified by the Tourist. In cases provided for in Part 3 of article 6.7521, a Tourist may request a reduction in the price of a tour or compensation for material and non-material damage;

2.3.3. if at the destination of the tour or very close to it there are circumstances of *force majeure*, in connection with which the implementation of the trip or the departure of tourists to the destination of the trip may become impossible. In such a case, the Tourist has the right to demand that the money paid for the trip should be returned to him (her), however, he (she) is not entitled to additional compensation for damage.

2.4. The Tour organizer has the right to terminate the Contract prior to the start of the trip, return to the Tourist all amounts paid by him (her) for the trip and compensate for the damage incurred by the Tourist, except for the cases provided for in Paragraph 2.5.

2.5. In the event of termination of the Contract by the Tour organizer, a damage incurred by the Tourist is not reimbursed in the following cases:

- if the number of persons who purchased the tour is less than the number of tourists specified in clause 1.1.2 of this Contract, and the Tourist should be informed about this in the manner prescribed by clause 1.1.2 of the Contract;
 - if the Tour organizer cannot fulfill the Contract due to the *force majeure* circumstances and informs the Tourist immediately about the termination of the Contract before the start of the tour.
- 2.6. Upon termination of the Contract, the Tour organizer, travel agency or tour agent is obliged to return to the Tourist all money or part of the money paid by Tourist for the trip. Money must be returned to the account specified by the Tourist within 14 days from the date of 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 damaged (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 to 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 to increase this 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 change 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 tour price decreases or its quality deteriorates, to demand the return of the difference of the reduced price.

If the tour operator withdraws from the Contract after the Traveller refuses to change the terms of the Contract in the cases provided for in clause 3.1, the clause 2.7 of the Contract shall be applicable accordingly.

3.4. Any condition of the Contract may change after the conclusion of the Contract by any written agreement of both parties.

3.5. A Tourist is entitled to replace a tour sales agent, who is the representative of the Tour organizer, only because of a substantial violation of this Contract by the tour sales agent, about which the Tourist immediately informs the Tour organizer in writing.

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 changed. Travel season cannot be changed.

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 14 days before departure. When booking an exotic leisure trip by airplane and ordering 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 and free of charge at least 30 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 exotic leisure trips by airplane; conditions for travel amendment referred to in clauses 5.1-5.2 are not applicable to skiing trips by airplane, 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 changed.

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.

6. LIABILITY FOR IMPROPER EXECUTION OF THE CONTRACT

6.1. The Tour organizer is responsible for any technical problems of the order system that arose due to his (her) fault at the conclusion of the Contract and for any errors made during the order process. He (she) is not responsible when order errors occurred due to the fault of the Tourist or errors were caused by *force majeure* circumstances

6.2. The Tour organizer is obliged, without undue delay, to provide the necessary assistance to the Tourist, who has difficulties, as indicated in paragraph 1.1.7 of the Contract.

6.3. If assistance to the Tourist is necessary due to reasons arising from the deliberate actions or negligence of the Tourist, the Tour organizer has the right to collect tax for the provision of such assistance, the amount of which may not exceed the actual expenses incurred by the Tour organizer.

6.4. The Tourist should, without unreasonable delay, inform the Tour organizer by the contact details specified in the Contract about any case of improper fulfillment or non-fulfillment of the Contract found during the tour, and indicate a reasonable time to correct the deficiencies. If the deficiency needs to be corrected immediately, the Tourist is not obliged to indicate the time limit.

6.5. If the services specified in the Contract are not provided under the terms of the Contract, the Tour organizer must, within a reasonable time set by the Tourist, correct the deficiencies indicated by the Tourist, except when it is impossible to do this or if it causes disproportionate costs, taking into account the volume and cost of the improper services provided for in the Contract.

6.6. If the Tour organizer does not correct the deficiencies for the reasons specified in clause 6.5 of the Contract, the Tourist shall have the right to demand that he or she will be compensated for material and non-material damage without unreasonable delay.

6.7. If the Tour organizer does not correct the deficiencies within the reasonable time specified by the Tourist for reasons stated in clause 6.5 of the Contract, the Tourist may do it himself and request for coverage of required expenses.

6.8. If the Tour organizer cannot provide most of the services under the Contract or service for Tourist's return to the place of departure is not provided as agreed, the Tour organizer is obliged to offer the Tourist without additional costs appropriate alternative services, the quality of which, if possible, would be equivalent to the quality specified in the Contract, or would be of better quality, so that the Tourist could continue the trip. If, in connection with the proposed alternatives, the trip becomes of lower quality than specified in the Contract, the Tour organizer accordingly reduces the tour price.

6.9. If the proposed alternatives are not similar to those services that were stipulated in the Contract, or if the price reduction provided is inadequate, the Tourist may refuse them.

6.10. If lack of conformity significantly affects the implementation of the trip, and the Tour organizer does not correct the situation for a reasonable period specified by the Tourist, the Tourist may terminate the Contract without paying a tax on the termination of the Contract and ask for price reductions and (or) compensation for material and non-material damage.

6.11. If it is not possible to offer alternatives or the Tourist refuses the offered alternatives in accordance with clause 6.9 of the Contract, the Tourist has the right to price reduction and (or) compensation for material and non-material damage without terminating the Contract.

6.12. If the trip includes a passenger transportation service, in the cases specified in clauses 6.9-6.11 of this Contract, the Tour organizer must ensure without additional tax that the Tourist would be back to the primary place of departure on an equivalent type of transport or transported to another place, with the consent of the Tourist, and return to the Tourist money for services not provided.

6.13. If, due to *force majeure* circumstances, the Tour organizer cannot ensure the return of the Tourist as provided for in the Contract, the Tour organizer is obliged to pay accommodation expenses, the category of which is equivalent to that specified in the Contract, for the duration of the *force majeure* circumstances, but not more than for three nights for each Tourist, except when other laws or legal acts of the European Union provide for longer periods (for example, for persons with reduced mobility and for persons accompanying them, for pregnant women and unaccompanied minors, also for persons needing special medical care, if a Tourist informs the Tour organizer about these special needs no later than 48 hours before the start of the tour).

6.14. The Tourist has the right to demand that he (she) without unreasonable delay be compensated for material and non-material damage in the following cases:

6.14.1. if due to deficiencies indicated by the Tourist, the Contract cannot be carried out further, and the Tour organizer does not eliminate the deficiencies within a reasonable period specified by the Tourist;

6.14.2. if the Tour organizer cannot offer alternative services due to justified reasons or the Tourist refuses them in accordance with clause 10.9 of the Contract;

6.14.3. in other cases stipulated by the Civil Code.

6.15. The Tour organizer is not responsible for the improper performance of the Contract if the Tour organizer proves that the Contract was improperly executed for the reason of:

6.15.1. Tourist's guilt;

6.15.2. guilt of a third party not related to the provision of services under the Contract, and therefore it was impossible to foresee damage or avoid it;

6.15.3. *force majeure* circumstances.

6.16. If the damage, other than that caused due to death, the infringement of the health of the Tourist, also deliberate damage or damage caused by gross negligence, caused to the Tourist while providing the service stipulated by the Contract, however, when the Tour organizer does not provide this service himself, damage may be limited to the triple price of the trip.

6.17. The right of the Tourist to receive a refund or the right to reduce the price does not affect the rights of passengers according to the Regulation (EU) of the European Parliament and Council No. 261/2004 of February 11, 2004, determining the general rules of compensation and assistance to passengers in case of refusal to carry and cancel a flight or delay for a long time, abolishing Regulation (EEC) No. 295/91 (OL 2004 L 046, paragraph 1), Regulation (EC) of the European Parliament and of the Council No. 1371/2007 of October 23, 2007 concerning the rights and obligations of railway passengers (OL 2007 L 315, paragraph 14), Regulation (EC) of the European Parliament and of the Council No. 392/2009 of April 23, 2009 regarding the liability of carriers of passengers by sea in case of accidents (OL 2009 L 131, paragraph 24), Regulation (EC) of the European Parliament and of the Council No. 1177/2010 of November 24, 2010 on the rights of passengers transported by sea and inland waterways, which partially replaces Regulation (EC) No. 2006/2004 (OL 2010 L 334, paragraph 1), Regulation (EC) of the European Parliament and of the Council No. 181/2011 of February 16, 2011 concerning the rights of passengers of urban and long-distance transport, which partially replaces Regulation (EC) No. 2006/2004 (OL 2011 L 55, paragraph 1), and according to international conventions.

6.18. According to clause 6.14 of the Contract compensation for damage paid by the Tour organizer or price reduction provided to the Tourist by the Tour organizer and compensation paid in accordance with European Union legislation and international conventions specified in clause 6.17 of the Agreement, or the price reduction provided to the Tourist are calculated one of the other to avoid double compensation of damages.

6.19. The material and non-material damage caused to the Tourist is compensated in the manner established by the Civil Code.

7. GENERAL TERMS AND CONDITIONS

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).

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.

Attachments to the Contract: Information and recommendations for tourists; tour description, program or other material describing the tour / link to an electronic document; information on the basic terms for the transport of passengers and baggage carried out by the air carrier (when purchasing a tour by airplane); general terms of transportation of passengers. Tourist is informed about the website of the Tour organizer www.novaturas.lt, where is all the information relating to the trip, as well as the listed attachments to the Contract. The Tourist confirms that such provision of information is considered appropriate and acceptable. The attachments to the Contract provide all the information relating to the trip: 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, or links to institutions that provide such information, 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) and became familiar with the rules of insurance. He/she is also informed about the tour operator's website www.novaturas.lt, which contains travel information. The Traveller confirms that he/she considers such information to be appropriate and acceptable.

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 _____

Place of Seal

The Traveller signing the Contract (main contractor)

First name, surname _____

Traveller's signature _____

Place of Seal

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 statutory 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 15 working days after the end of travel; the tour operator must respond in writing to the claims within 15 working 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 by the address Vilniaus str. 25, 01402 Vilnius, e-mail: tarnyba@vvtat.lt, fax (8 5) 279 1466, website www.vvtat.lt. Electronic request form can be submitted via the EGS platform at <http://ec.europa.eu/odr/> in accordance with the procedure established by the Law on Consumer Protection of the Republic of Lithuania.

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. In case of insolvency or bankruptcy of tourism service providers (tour operator, travel agency or agent), the Traveller can apply to the State Tourism Department in accordance with the rules of insurance of assurance of the fulfilment of the obligations of tourism providers approved by the Government of the Republic in respect of repayment of return costs or refund of paid money.

7.6. 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, in the "Important Information" section or You can contact the Tour Operator official by email dpo@novaturas.lt for protection of personal data

**ATTACHMENT TO THE CONTRACT ON THE PROVISION OF TOURIST SERVICES_ TERMS OF GROUP DISCOUNTS
(for winter holidays / exotic holidays / for ski tours for Winter 2018-2019, valid from October 1, 2018 to April 30, 2019)**

1. When ordering a Group Tour:

1.1. You will pay less for vacation tours / exotic vacation tours / ski tours (for groups of 6-15 people), depending on the size of the group.

2. Validity of the action:

2.1. The group discount terms are valid for "NOVATURAS" tours by airplane in 2018 for **winter holidays / exotic holidays / ski holidays**, ordering a tour **from October 1, 2018 to April 30, 2019**.

3. Terms for applying group discount:

3.1. Group discounts are available if tourists, who purchase a tour, inform the Tour organizer through the representative of the sales agent of the tours on the day they make the order that they are going on a trip with the group.

3.2. The size of the discount for each person depends on the size of the group:

3.2.1. group of 6-7 people - a discount of 2% per person;

3.2.2. group of 8-9 people – a discount of 2,5% per person;

3.2.3. group of 10-12 people – a discount of 3% per person;

3.2.4. group of 13-15 people – a discount of 3,5% per person;

3.2.5. group of 16 and more people – prices and terms are available upon request by e-mail grupes@novaturas.lt.

3.3. The group discount is applied only to "NOVATURAS" trips for winter holidays / exotic holidays / for ski tours by airplane, purchased from October 1, 2018 to April 30, 2019 (inclusively).

3.4. Group discount is applied to the order of the tour in the period from October 1, 2018 to April 30, 2019.

3.5. A discount for a group is not valid if only flight tickets are booked.

3.6. The group discount is available to each member of the group, based on the actual prices (i.e., on preliminary, special or "last minute" offers, etc.).

3.7. Discounts are not summarized.

3.8. In case of cancellation of a person in a group, the group discount for each group member will be recalculated according to the actual number of people travelling.

3.9. Prices and terms for groups of 16 or more people are available on request. The market price may not be applied.

3.10. Definitions:

- A group is a group of people who book a tour at the same time, depart for a tour on the same dates and book the same hotel;

- A person is a person over 2 years of age who is provided with a seat in an airplane (for babies up to 2 years old a seat in an airplane is not granted).

4. General provisions

4.1. The terms of this promotional action are special for the terms of the Contract for the provision of travel services. The provisions of the Contract for the provision of travel services are extended to the volume that the legal relationships of the parties are not regulated by the terms of the promotional action.

4.2. These group discount terms are valid only from October 1, 2018 to April 30, 2019 (inclusively) for the purchased "NOVATURAS" trips for winter holidays / exotic holidays / for ski tours by airplane, in case of trip ordering from October 1, 2018 to April 30, 2019.

The terms of this discount 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 Contract

Name, surname _____

Signature _____