

New Conditions of Participation

I Concluding a contract, booking places

1. Conditions of Participation refer to events organized by Centrum Turystyki Podwodnej „Nautica” Ltd. in Cracow, hereinafter referred to as “Office”. All current catalogues, price lists, folders issued by the Office, information placed on the website, Conditions of Participation and General Insurance Conditions and also the insurance agreement Signal Iduna are an integral part of the Registration Contract.

2. The Participant personally signs the Application Contract; in case of collective orders the

Application Contract is signed by an authorized person. The contract is concluded at the time it is signed by the Participant and a representative of the Office. An Event

Participant

are both a person who signs the Application Contract and accompanying Participants who are inscribed in the Contract by the signer of the Application Contract.

3. The booking is done on the basis of an Application Contract filled and signed by the Participant and an Office representative. The form can be received at the Office or downloaded from the website: www.nautica.pl. The Application Contract may be filled outside of the Office premises, in such case it has to be first sent via fax or e-mail and posted afterwards.

4. Places are booked after the Office receives a transfer confirmation for the amount of 40%

of the event price (200 PLN – Croatia). The Fee should be paid not later than 48 hours after

the Application Contract is signed. Otherwise the booking is cancelled without informing the

Participant.

The remaining sum has to be paid 30 days prior to the beginning of the event. If there are

less than 30 days prior to the event beginning, than 100% of the event price should be paid

on the booking day.

5. After making a payment of the total event price, the Participant may insure himself against event resignation costs.

6. Payments can be made by cash or credit card at Office premises or into the bank account

given below. Sums stated in foreign currencies have to be counted over according to Raiffeisen Bank’s selling exchange rate valid on the payment day. In the transfer or payment form please write the event date and Participants’ names.

Bank Account Centrum Turystyki Podwodnej „Nautica”: ul. Toruńska 5, 30-056 Kraków
EUR

Swift code DEUTPLPK

Account 31 1910 1048 2116 0178 3571 0002

7. Up to 14 days after the Office receives the total payment, the Participant receives a confirmation of participation in the Event, including essential information about the event.

8. The fax copy of the confirmation of participation in the event, with an Office stamp and an Office representative’s signature on it, is equivalent with the original confirmation.

II Resignation from event

1. Resignation from an event happens:

a/ in the moment a Participant submits a written resignation (on the day the event begins

at the very latest) at the Office or the Office Representative

b/ in case of the Participant does not deliver documents or payments within the time stated

by the Office

c/ in case of the Participant does not turn up on the beginning day of the event.

2. The Participant is entitled to full payment refund, if the resignation happens due to

reasons dependent from the Office, such as:

a/ change of relevant contract conditions (price, place, accommodation standard).

Resignation caused by those reasons may happen within three days from the date of receiving a written notice from the Office. No response in that time is considered as an acceptance of changed contract conditions.

b/ event cancellation (lack of minimum number of Participants)

3. In case of inability to participate in the event due to reasons dependent from the Participant, such as:

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a/absence of documents allowing to pass the border, detainment by Customs Service

b/ Participant's default of conditions stated by the Office

c/ absence of medical certificates permitting to dive in case of a person choosing the diving

trip option

d/ other random cases

The Office makes deductions according to point III of the Conditions of Participation, where

the resignation day is the day in which the Office was informed and acknowledged receiving

information about the above obstacles.

III Deductions from payments (for the Participant)

1. In case of changes and resignation due to reasons independent from the Office, deductions are made from payments, deductions are calculated according to real costs borne by the travel agency in connection with preparation, booking and resignation from the event.

2. A change is considered as a modification of the Participant's name, date of departure, scuba diving programme and a change of accommodation made on Participant's demand. Cancellation is treated as a resignation from the event.

3. Deductions from payments (considering the resignation) happen regardless of the contract conclusion date.

4. In case of inability to participate in the event, the Participant has a right to find a replacement, but the replacing person has to meet all requirements raised by the organizer

to the Participant. The transfer of rights and assignment of duties (resulting from the contract) to the replacing person is effective if the Client informs the Office about it before

the beginning of the event, and the replacement is possible without surcharges. If surcharges, in connection with the replacement, are necessary – costs of surcharges are borne by the Participant.

5. Information about the replacement or resignations has to be submitted by the Participant in writing.

IV Duties and responsibility of the Office

1. The Office Representative ensures the Participants that the event course is performed in

accordance with the programme, cares for services' quality, handles complaints and removes their causes.

2. The Office is responsible for fulfilling services in the course of the event and also for actions taken by third parties, in help of which the Office carries out the contract.

3. The Office does not take responsibility for the Participants' safety during leisure activities,

which are not included in the scope of obligations secured by the Office.

4. The Office does not refund services, which were not used because of the Participant's fault.

5. Events in which the Office does not provide Polish speaking personnel are attended by

English speaking personnel. By signing the Application Contract the Participant accepts and

states that this will not be an obstacle in the programme accomplishment.

6. After receiving the total payment and accomplishing all formalities the Office sends a confirmation of participation in the event to the Participant, informing about services guaranteed by the Office, not later than 14 days after receiving the total payment.

7. The Office is responsible for inexecution or inadequate execution of the contract of rendering tourist services, unless inexecution or inadequate execution is caused solely by:

a/ actions or abandonment of the Client

b/ actions or abandonment of third parties not participating in fulfilling of services stipulated

in the contract, if those actions or abandonment could not be foreseen or avoided

c/ force majeure ("greater force")

The Participant receives on this ground a full payment refund. The Office limits the responsibility for inexecution or inadequate execution of services at the time of the tourist

event up to double price of the event regarding each Client.

8. Centrum Turystyki Podwodnej „Nautica” Ltd. declares that as an organizer of tourism it has a licence nr 01150 issued by the Małopolska Region Governor and also has a tourist insurance guarantee granted by Signal Iduna Polska

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Towarzystwo Ubezpieczeń S.A. concerning coverage of Clients' transport to homeland costs and also Clients' tourist events payments refund, number M 100391, on conditions and in the scope described in the Statue on Tourist Services (Dz.U.z 2004 r. nr 223 poz. 2268 z późn zm.)

V Duties and responsibility of the Participant

1. The Participant is obligated to:

a/ have a passport that is valid for at least 6 months; visa, if it is required; a confirmation

of participation in the event.

b/ inform the Office about the change of name, address or passport's replacement.

c/ appear at the date provided by the Office and in the place of the event beginning.

d/ comply with instructions and regulations related to accomplishing the event, determined

by the Office, airlines or carrier. The Participant has a duty to obey directives of order character given by pilots and instructors. Violation of above rulings may meet with a refusal

of further service fulfilment without the right to receive a refund of the event costs and return to permanent residence costs.

e/ take care, if necessary, of required vaccinations.

The negligence of terms from point 1 causes an inability to claim a refund of the fee paid for

the event in any scope.

2. The Participant is obligated to cover expenses for damages and devastated equipment done by him. Parents or guardians are responsible for damages done by juveniles.

3. Nocturnal silence inside buildings, hotels and transport means is held from midnight to 6

a.m., unless the building or transport means regulations decide differently.

VI Airlines and carrier responsibility

1. Flight from/to place of destination is bound by conditions included in the Warsaw Convention from 1929 and both changes and appendices to international agreements. Complaints concerning disappearing or damage of carried luggage must be submitted in written form at the airline office. The deadline for making complaints is 7 days from the day

when the disappearing or damage was noticed. In above case the Office does not take any

responsibility for luggage.

2. Participants are obligated to appear at the airport 2 hours prior to the flight at the departure day, unless they received other information from the Office. The Participants must appear at the bus point 30 minutes before the bus leaves.

3. The number of items of luggage that can be brought on the plane and surcharges for excess luggage are stated each time depending on the airline company, which the Participant is flying with.

VII Higher risk activities

Some forms of activity (scuba diving, skiing, boating, swimming on pontoon) may be dangerous and demand special medical and training preparation. The risk may rise when such activities take place in areas distant from medical centres. In medical terms the responsibility for the readiness to participate in higher risk activities is borne by the Participant. By signing the Application Contract the Participant confirms and accepts the risk

related to higher risk activities. In case of any doubts considering the risk level, the Participant should consult the Office personnel before booking.

VIII Complaints, changes

1. If during the tourist event the Participant determines failure in execution of the Contract,

he should promptly inform the service contractor and the Office about it and make a complaint at the Office in case of inexecution or inadequate execution of the Contract within

30 days after the event end, the Office has to deal with the complaint within 30 days after receiving it.

2. The Office reserves the right to change the event prices in the following cases:

- transport costs' increase

- increase of official fees, taxes or due fees for services like: airport, loading, transshipping

in ports or airports

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- exchange rates increase

About such change the Offices will inform the Participant not later than 21 days before the

beginning of the event.

3. In case of lack of minimum number of Participants or as a result of force majeure („greater force”) the Office reserves the right to cancel the event one day before its beginning at the latest, the Participant will be informed in writing about the cancellation and

will receive a refund of payments.

4. If the Office is forced, owing to circumstances beyond the Office's control, to change essential contract conditions with the Participant before the tourist event beginning, with provision of point 2, the Participant will be immediately informed about it. In this situation

the Participant should inform the Office as soon as possible, whether:

a/ he accepts the proposed contract change or

b/ he withdraws from the Contract with immediate refund of all payments.

5. If during the event, owing to circumstances beyond the Office's control or as a result of

lack of minimum number of Participants, a change of the event programme or rented building was made, the Office is obligated to organize alternative services of the same or higher standard. In this situation the Participant is not entitled to compensation.

6. In case of inability to organize services or alternative services that are mentioned in point

7, the Participant will receive a refund worth of unfulfilled services.

7. The Office reserves the right to change:

-the place of departure and arrival

-the flight route (intermediate landings)
-the plane type, carrier and flight timings at short notice before departure. Announced flight

hours during booking as well as in travel documents, are anticipated hours and may change

e.g. due to international air-route overloads, strikes or other reasons beyond the Office's control. In such cases the Office will organize alternative transport or will cover its expenses up to the 2nd class railway ticket price, to or from the previously chosen airport.

Situations described above will not be treated by parties as an inadequate execution of the

Contract and they are not defined as essential changes.

IX Insurance

The Participants of foreign events organized by the Office are covered by insurance protection in SIGNAL IDUNA Towarzystwo Ubezpieczeń S.A. in the following scope:

Treatment costs - KL

- European countries and Mediterranean Sea Basins KL 15.000 EUR

- other countries 30.000 EUR

Accident insurance – NNW to 16.000 PLN

KR (rescue costs) to 5000 EUR,

-luggage from 800 PLN to 1800 PLN (excluding photo and diving equipment)On the basis of the agency contract connecting CTP Nautica Ltd. with SIGNAL IDUNA

Towarzystwo Ubezpieczeniowe S.A., „the object of insurance are treatment costs and accident insurance regarding people who are participating in a journey abroad

INCLUDING THE RISK OF SCUBA DIVING” The Participant can also insure himself against event resignation costs. Insurance conditions are available on the website:

www.nautica.pl, at the Office's sales point and in SIGNAL IDUNA T.U. S.A.

The Office does not take part in the Insured's damages' liquidation process.

Twenty-four-hour work **Inter Partner Assistance Polska , ul. Chłodna 51, 00-867**

Warszawa Tel: + 48 (22) 864 55 26, fax: +48 (22) 575 9 575 , sms +48 661 000 888

X Final provisions

1. Legal bases and consequences resulting from the contract are included in the Civil Code

and the Statue on Tourist Services.

2. Above Conditions of Participation are compliant with the Statue on Tourist Services.