

## Conditions of Participation

### I. General provisions

- 1.1 These Conditions of Participation (hereafter referred to as CF) conducting kayak fishing programs or other fishing programs by Zoltán Kalauz Sole Proprietor (8600 Siófok, Mogyoró str. 1., Tax number: 58055391-1-34., Organizer), or participating in them in order to settle its framework and rules, it settles the rules of the legal relationship between the Organizer and the persons participating in the programs (hereinafter: Participant).
- 1.2 By signing the application form, the Participant declares that he has fully read and accepted the provisions of this CF, and that he will participate in the Organizer's events accordingly. A participant may not claim that this CF was not available to him, or that he signed the application form without knowing this. The Organizer publishes the CF in force at all times on its website. The Participant is responsible for the veracity and correctness of the data entered by the Participant on the application form, the Organizer is not responsible for any legal disadvantages that may occur due to incorrectly entered data. The application becomes effective with the communication, i.e. with the Organizer becoming aware of it.
- 1.3 The Organizer and the Participant unanimously state that in any legal dispute that may arise between them, the laws in force at the time of signing the application form, as well as the text of this CF in force at the time of application, shall be applied. Regarding the fee schedule, the fee schedule effective at the time of application, or the individual fee established at the time of application, shall apply. In individual cases, the Organizer may provide the Participant with a personalized offer, the remuneration included in which offer may differ from the remuneration on the website.
- 1.4 The agent is entitled to unilaterally amend the provisions of this CF and is obliged to publish the amendment on its website immediately. A legal relationship already established between the parties cannot be retroactively modified unilaterally.

### II. Content of the contract

- 2.1 The Organizer organizes fishing programs (hereinafter: Program). In view of his organizational competences, the authorized person provides assistance primarily and separately in connection with rest and recreation, and in connection with this and/or separately with advice and information related to fishing programs, with the provision of information necessary for the problem-free and safe execution of the Program, as well as room reservations that do not qualify as travel packages, catering service, local program organization, tour guide service, and managing related matters. The Organizer does not qualify as a tour operator, and its activities do not qualify as tour operators, especially with regard to the provisions of Hungarian Government Decree 213/1996 (XII. 23). The activity of the organizer includes only on-site tour guiding and the creation of the conditions for this.
- 2.2 The Organizer provides the technical tools necessary to run the Program in accordance with Article IV of this CF as defined in chapter
- 2.3 The Organizer publishes the Programs, their duration and content on the website [www.laplandkayakfishing.com](http://www.laplandkayakfishing.com) (hereinafter: Information). The Organizer reserves the right to deviate from the information contained in the published information - exceptionally and in justified cases - to change the order of the programs and/or the accommodations, to replace them with others of the same type and value as the one advertised. For the duration of the Program, the Organizer will send information in writing about any changes in the data published by the Organizer regarding the definition of the individual sub-services, the method of performance and the amount of the participation fee, before the trip, or, if justified, communicate them to the Participant personally on site. The Organizer assumes no responsibility for typing or printing errors in its information, and reserves the right to make any changes. The Organizer specifically draws attention to the fact that the cancellation or modification of flights is not a circumstance that can be blamed on the Organizer, and the Organizer may change the departure time of each Program depending on these changes.
- 2.4 The Program begins with meeting the Tour Guide in the destination country and ends with parting from him. The trip takes place individually at a time agreed with the Organizer. Any transfer costs incurred as a result of an individual trip other than this agreed time will be borne by the Participant.

### III. Participation Fee

- 3.1 The Participation fee - if the Prospectus does not contain any information to the contrary - is payable in euros.
- 3.2 The condition for participation in the Programs is the complete filling out and signing of the application form, with which the Participant accepts this CF, as well as the payment of the participation fee. Partial payment of the participation fee does not entitle you to participate, and a participant who has not paid the full fee may be excluded from the tour, and at the same time, the amount paid up to that point will be forfeited as a penalty for failure.
- 3.3 The Participant must pay an advance upon application, but no later than within 5 banking days thereafter, based on the advance invoice sent in PDF format to the e-mail address provided by the Participant. If the transfer does not come from the Participant's account, the billing name must be indicated in the notification of the transfer. The data on the application form is used as the basis for issuing invoices. Failure to pay the advance is considered cancellation of the application, i.e. termination of the contract between the Parties by the Participant, without a separate legal action by the parties.
- 3.4 The contract between the Parties is established by crediting the amount of the advance invoice to the Organizer's bank account. This CF, the application form, the Prospectus, (electronic) correspondence between the parties and all recorded statements that arise between the parties form part of the contract between the parties.
- 3.5 The remaining part of the participation fee must be paid in cash on arrival. Failure to pay this amount will result in immediate exclusion from the Program, with the Participant not being entitled to a refund and/or any other reimbursement.
- 3.6 The Participation Fee includes the costs of conducting the Program, the accommodation fee, the cost of fishing licenses, the tour guide, kayak, sonar, battery, vhf radio, life jacket, paddle, tackle box, cars, kayaktrailer rental fee. The participation fee does not include the additional cost of program changes, meals, other locally necessary costs and tips. The Participant acknowledges that the Organizer can only give an estimate, not an exact amount, of the costs to be paid on site (extra fees for fishing licenses, petrol costs, etc.).

### IV. Cancellation, refunds

- 4.1 Participation in the Program can be canceled without reason before the start of the Program (withdrawal). In case of cancellation before 180 days, the entire deposit is returned, in the case of subsequent cancellation, the deposit is not returned, but belongs to the Organizer as compensation (failure penalty).
- 4.2 In the event of cancellation by the Organizer for any reason (e.g. applicants below the minimum number of participants) - with the exception of the provisions in point 4.5 - the advance paid will be refunded in full.
- 4.3 If a Participant decides during the course of the Program that he wishes to interrupt the Program, he shall not have any financial or other claims against the Organizer, nor shall any part of the fee be refunded.
- 4.4 If the holding of the Program under the pre-announced conditions or on-site is hindered or made significantly more difficult by reasons beyond the Organizer's control and not attributable to it (e.g.: persistent bad weather, flood, extremely low water level, water pollution, etc.), the Organizer may change the program to another location or another time. The additional costs associated with relocation (travel, transport fees, etc.) will be charged to the Participants on the basis of a

separate settlement, and the Organizer can add them to the Participation fees announced in advance. If the Participant cannot or does not wish to participate in the rescheduled tour, the full amount of the Participation fee in excess of the deposit will be refunded.

- 4.5 In the case of force majeure or, according to this point, in a situation that falls under the same circumstances (especially with regard to the COVID-19 or other epidemic situation), when keeping the Program is impossible, or would involve disproportionate difficulty or danger, the tour guide will cancel the Program without a time limit (even if the program starts immediately before) you can cancel. In such cases, the advance payment is not refunded, 100% of the remaining amount paid in addition to the advance payment is refunded. In particular, but not exclusively, the following events are considered to be force majeure or fall under the same category: - travel restrictions, - a significant increase in administrative conditions, - epidemic prevention measures that make the Program impossible or significantly curtailed, - a disproportionate increase in cost factors.
- 4.6 The contracting parties expressly state that the refusal of the vaccination required for entry does not constitute Force Majeure. The participant undertakes to ensure that the conditions for entry into the destination country (vaccination, certification, etc.) that are in force at all times are his responsibility in all cases. As a result of the absence of these, you cannot make any claims or refund requests against the Organizer, in such case the amount paid will not be returned.
- 4.7 The Participant may transfer his rights and obligations arising from the contract up to the 15th day before the start of the Program after prior notification, by sending the application form filled out by the transferred person, to a person who meets all the conditions set forth in this CF. By applying, the new Participant acknowledges that he meets the conditions set out in this CF. The party withdrawing from the contract and the party entering the contract are jointly and severally responsible for the payment of the participation fee and the additional costs resulting from the transfer. It becomes effective for the Organizer upon receipt of the notification.
- 4.8 The Organizer may withdraw from the contract at any time with a refund of the entire amount paid.

## V. Equipment

- 5.1 The Participant - in the absence of a separate agreement, participates in the Program with a kayak and its accessories (paddle, sonar, life jacket, etc.) provided by the Organizer. The cost of these is included in the Program fee. If the Participant wishes to participate in the Program with his own device, he must consult with the Organizer about its delivery, but his own device does not form the basis of a discount.
- 5.2 The Participant takes care of the fishing equipment he wants to use by arranging for its delivery.
- 5.3 The Participant undertakes to use the items (e.g. kayak, paddle, sonar, accessories, etc.) that come into their possession during the Program based on the itemized transfer protocol. In case of injury or damage resulting from improper use, the Participant is obliged to compensate the damage caused to the equipment. If the device becomes unusable/irreparable or can be repaired at a disproportionately high cost, or if the repair renders it unfit to perform its original function, then it is obliged to reimburse the amount corresponding to the retail sale price of these devices (incl 27% VAT). The loss of the device as a whole or an essential part also entails the above consequence. Regarding the retail sales prices, the list of products sold by the Organizer is governed by the list provided by the Organizer on the website, and for other devices, the current purchase price.

## VI. Responsibility

- 6.1 The Participant participates in the Program at his own risk. By filling out the application form and participating in the tour, the Participant acknowledges that he is fully aware of the accident and health risks of the Program, and that he has received and acknowledged the tour guide's information about this. The described risks are, in particular, but not limited to: - the physical characteristics of the used kayaks and watercraft, the risk of overturning, - the necessary knowledge of the rules of water transport and shipping rules. - the general characteristics of kayak management, the scope of human performance, - knowledge of the dynamics of water and the characteristics of flows, - the risks of water features (buoys, reefs, fallen trees, etc.). Prohibition and risks of approaching them. - weather risks, especially the dangers of stormy, windy weather, the risk of lightning strikes of carbon fishing rods. - the risks of being separated from fellow hikers in the event of an emergency.
- 6.2 The Participant declares that he/she is aware that the Organizer provides, upon request, a preliminary opportunity to try out kayak fishing and, at the same time, complete accident prevention training. If the Participant does not take advantage of this opportunity, he/she cannot claim that he/she does not know the technical and safety requirements related to kayaking.
- 6.3 In the case of a Participant under the age of 18, the application is subject to the completion and signature of a declaration signed by a legal representative, which can be found on the Website, or a declaration written by a swimming instructor certifying swimming skills (swimming 200 meters safely), as well as the presence of an adult companion who also participated in the Program takes in the absence of this, the tour leader has the right to refuse the Participant's participation. The provisions of point 3.4 shall apply to the refund of the advance payment. By prior agreement, the Organizer may release the Participant from this obligation. The declaration of the legal representative must also include the fact that the Participant under the age of 18 can participate in the Program under the supervision of an adult accompanying him/her in the Program and that the accompanying person is responsible for it as defined in this CF.
- 6.4 The Participant undertakes to wear personal protective equipment (life jacket) at all times and to ensure the continuous operation of the VHF radio provided by the Organizer. The participant understood the warning that failure to do so would pose a life-threatening risk.
- 6.5 By signing the application form and participating in the tour, the Participant acknowledges that he/she has safe swimming skills.
- 6.6 The participant undertakes that if he has a mental illness or is taking medication that poses a risk to the fishing programs, e.g. may distort, slow down the ability to make decisions, or otherwise cause dangerous situations, so the Tour Guide is informed in advance. The Participant undertakes to undertake to comply with the additional safety instructions prescribed by the Tour Guide if he feels it is necessary.
- 6.7 The Participant acknowledges that drug use is strictly prohibited during the Program. The consumption of alcohol during the time spent on the water and immediately before it is prohibited, the Tour Guide may exclude a person under the influence of alcohol from the program of the day. The participant is aware that alcohol consumption adversely affects the ability to concentrate and the effectiveness of emergency action, therefore I undertake to fully comply with the above rule.
- 6.8 The organizer draws attention to the conclusion of accident and luggage insurance, which is strongly recommended. The Organizer is not responsible for damages resulting from failure to do so.
- 6.9 The Participant acknowledges that neither the Organizer nor the Tour Guide may claim compensation or any other claim in connection with the Program, nor is the Organizer or the Tour Guide liable for any depreciation or loss of property (damage, loss, or theft of equipment, robbery).
- 6.10 The Organizer bears no responsibility for damages caused by the Participant to third parties.
- 6.11 The Participant must use the sports equipment provided by the Organizer (kayak, paddle, life jacket, sonar, etc.) as intended. The Participant is fully responsible for damages resulting from improper use.

## **VII. The authority of the tour guide**

- 7.1 The leader of the Program is Zoltán Kalauz, or the person designated by him (hereinafter: Tour Leader), who exercises all the rights necessary to conduct the Program during the Program. The participant undertakes to accept and follow the instructions of the Tour Guide during the Program. It is the exclusive authority of the Tour Guide to decide whether the Program can be carried out safely, he has the right of discretion without justification. If the Tour Guide considers that the weather and water conditions are not suitable for the safe execution of the Program, he can suspend the program for the day or declare it completed.
- 7.2 The task of the Tour Guide is to ensure a safe and enjoyable leisure time for all participants of the Program. The Tour Guide is therefore entitled to take any measures he deems justified in order to achieve the above goal, in particular, but not exclusively: - sending the Participant home in case of illness or injury, - the exclusion from the Program of the Participant who demonstrates anti-social behavior and does not complete it despite the tour guide's request, - In the case of Participants under 18 years of age, alcohol or drug use, in the case of persons over 18 years of age, drug use, or excessive alcohol consumption, thereby endangering the safety of the Program, exclusion from the Program, a) interruption of the Program in the event of any circumstances that endanger the safe conduct of the Program (e.g. intentional or grossly negligent endangerment of the physical integrity of others).
- 7.3 In the cases specified above, in the case of sending a Participant home or interrupting the Program, no claims can be made against the Organizer and/or the Tour Guide
- 7.4 The 6.2. in the cases specified in point 2, the Tour Guide prepares a report on the incident, a copy of which is handed over to the Participant excluded from the Program. Refusal to accept the protocol is not an obstacle to exclusion from the Program. The findings of fact included in the minutes function as evidence in the event of a legal dispute, the Participant must record any comments or objections in the minutes. The protocol contains the location and time of the event that is the basis of the exclusion, the description of the event, the name, address, and phone number of the persons who can testify to the course of the event, the tour guide and the excluded Participant, and the signatures of 2 witnesses.
- 7.5 The Participant who is excluded from the tour is obliged to take care of his trip home, for which the Organizer is under no obligation.

## **VIII. Data protection, confidentiality**

- 8.1 By signing the application form, the Participant accepts and acknowledges the Organizer's effective Data Protection Policy found on the Website.
- 8.2 By signing the application form, the Participant consents to the Organizer placing photographs and video recordings of him/her at the Programs on the website or in its publications without a separate declaration of consent. The Participant may not make any financial demands in this regard. A participant can exclude this with an express, written statement, which must be sent in advance together with the application form.

## **IX. Miscellaneous Provisions**

- 9.1 By filling out the application form, the participant declares that he/she is a natural person of legal age. The application of a minor can only be accepted together with a parent and an application form signed by the parent is required.
- 9.2 If one or more clauses of these Conditions of Participation become completely or partially unfeasible or invalid as a result of a change in the law, or violate a legal provision, this does not affect the rest of these Terms and Conditions. The Parties are obliged to replace the invalid or unenforceable stipulation with a valid and practicable stipulation that complies with the laws in force at all times.
- 9.3 CLV of 1997 on consumer protection. according to the provisions of the law, the Participant may turn to the conciliation body organized by the Chamber of Commerce and Industry, which is competent according to his place of residence, if he has verifiably tried to settle his complaint with the Organizer, but it has not led to a result. In case of violation of the consumer protection rules, the Participant can contact the consumer protection authority, which acts primarily through the regionally competent district offices (access: <http://jarasinfo.gov.hu>) CLV of 1997 on consumer protection. according to the rules defined in the law (hereinafter: Fgytv.).
- 9.4 The parties stipulate the jurisdiction of the City Court of Siófok - Hungary - (or the Court of Kaposvár, depending on jurisdiction) in relation to their possible legal disputes