

## FRAMEWORK AGREEMENT FOR THE SALE OF TRAVEL SERVICES PACKAGES

The Parties:

**ENTERTAINMENT TRAVEL SRL**, with headquarters in Cluj-Napoca, Str. G-ral Eremia Grigorescu, nr. 122 A, Cluj, registered with the Trade Registry under no. J12/291/2019, VAT number 40506415, legally represented by Administrator Sebastian Ferent, as ORGANIZER and

**Mr/Ms** .....  
....., residing ..... in  
..... phone no.  
..... e-mail  
..... holder if ID card series .....  
no. ...., issued by ..... on ..... as TRAVELER,  
have agreed to conclude this agreement.

### I. Object of the Agreement

1.1 The object of the agreement consists of the Organizer selling the travel services package consisting of 2 tickets to the Neversea 2020 Festival (General Access or VIP depending on the option you opted for from the ORGANIZER'S offer) and accommodation, as mentioned in the Offer you have chosen.

1.2 The specific details of the travel services package are presented in the offer, which is an integral part of this agreement.

### II. Conclusion of the Agreement

2.1. The agreement shall be terminated, as the case may be, in the following situations:

a) upon its signing by the traveler or by accepting the contractual travel services for those purchased by telephone or electronically and payment for the chosen package;

b) when the traveler receives the Organizer's written booking confirmation, within no more than 60 calendar days from the purchase order. The tourism agency shall be responsible for notifying the traveler by any mutually agreed means (phone, e-mail, fax, etc.) of the requested booking has been confirmed. For the processing of a service booking, the organizer may request full payment of the package.

c) when the travel documents (voucher) are issued, including in electronic format, if the travel services packages are part of the tourism agency's standard offer.

2.2. If the contents of the purchase order are not different from the contents of the tourist trip confirmation and if the confirmation has been performed within the 60 calendar days since the signing of the purchase order, should the traveler decide to cancel the tourist trip, he/she shall owe the agency penalties under chapter VI of this agreement.

2.3. If the contents of the purchase order are different from the contents of the tourist trip confirmation received in writing from the agency or if such confirmation has not has been performed within the 60 calendar days since the signing of the purchase order, the traveler can consider that the trip has not been booked and has the right to immediate refund of all the already paid amounts, if they do not choose an alternate option.

2.4. If this agreement is fully made available to the traveler as a catalog, brochure, other documents, the agency's website or other means of electronic communication (e-mail, fax, etc.), the obligation to inform the traveler is considered fulfilled by recording this information on any of the travel documents or the tax documents provided by the agency, and the written conclusion of the Framework Agreement for the Sale of Travel Services Packages shall not be necessary,

respectively if this agreement made available to the traveler in the above-mentioned manners contains the information provided in art. 7, par (3) of Government Ordinance no. 2/2018 regarding travel services packages and associated travel services and the amendment of other legislative acts.

2.5. The agreement shall terminate ipso jure once the provision of travel services package registered in the travel documents is completed.

2.6. The information regarding the states for which, upon the conclusion of this agreement, a state of emergency is declared or for which the Ministry of Foreign Affairs has issued travel alerts, as warnings or cautions, is public and can be consulted by visiting <http://www.mae.ro/travel-alerts>. Consequently, the Traveler understands to contract the serviced subject to this agreement being informed of these warnings, cautions or alerts.

### **III. Price of the Agreement and Payment Methods**

3.1. The total price of the package/travel service is equal to the amount mentioned in the Offer you previously chose, including all taxes, fees, charges and other additional costs incurred by the Organizer. If the price is not specified in this agreement, then it shall be specified in the purchase order (if any), other travel documents or any other documents made available to the traveler, the Organizer's website, other means of electronic communication and/or in the invoice.

3.2. Upon the conclusion of the agreement, the total value of the travel services package shall be paid by online card payment.

3.8. The organizing tourism agency doesn't have the right to request final payment from the client more than 5 days before the date when it sends to the traveler the travel documents with which the traveler can enjoy the acquired travel services.

### **IV. Organizer's Rights and Obligations**

4.1. The Organizer agrees to provide the traveler with a purchase order only when requesting travel services packages which are not part of the tourism agency's own/standard offer and which require booking confirmation from other providers. In case of requests for travel services packages which are already part of the tourism agency's own offer or in case the booking is already confirmed by other providers, the agency may provide the traveler with a purchase order if it deems it necessary.

4.2. The organizer is responsible for the performance of the travel services included in this agreement, regardless if these services are to be provided by the organizer or by another travel services provider, with the exception of the following cases:

a) when the non-fulfillment or inadequate fulfillment of the obligations undertaken in virtue of the agreement is due to the traveler;

b) when the non-fulfillment of the obligations is due to force majeure occurrences or circumstances which the Organizer or the service providers could not foresee or avoid, including, without limitation: airline changes in schedule or itinerary, delays in transportation traffic, transportation breakdowns, accident, traffic jams, works or repairs on public roads), not enough tourists for meeting the minimum group requirements due to last-minute cancellation or due to failure to obtain visas for all participants. The organizer shall not be liable for the damages caused to the traveler by delayed flights (including charter), lost luggage and other circumstances which are the sole responsibility of the carrier, in virtue of the specific legislative acts;

c) when the non-fulfillment of the obligations is due to a third party which is not related to the provision of the services under the agreement, and the causes leading to the non-fulfillment of the obligations are unpredictable and unavoidable.

4.3. The Organizer is required to provide the traveler with the information below, in writing or by any means of electronic communication agreed in writing with the traveler (e-mail, fax, SMS, etc.) no less than 3 days before the departure date:

a) name, headquarters/address, phone and fax numbers, e-mail addresses of the Organizer's/retailer's local offices or, in absence thereof, a phone number for contacting the Organizer/retailing in case of emergencies;

b) for underage children traveling without their parents, information allowing the parents to establish direct contact with the child or with a responsible person at the child's accommodation site;

c) traveler's obligations, as stipulated in art. 5.10, 5.12 and 5.13.

4.4. The Organizer provides adequate assistance without any unjustified delays to the traveler in difficulty, in case of force majeure occurrences or events that the organizer, supplier or service provider, despite all their efforts, could not foresee or avoid, especially by:

(a) supplying appropriate information regarding the healthcare services, local authorities and consular assistance; and

(b) providing the traveler with assistance with regard to long-distance communications and supporting them in finding alternate travel services.

4.5 The Organizer shall be allowed to claim a reasonable fee for such assistance if the traveler is the one who had caused the difficult situation, on purpose or by his or her own negligence. The fee shall in no case exceed the actual costs incurred by the Organizer.

4.6. The Organizer is required to inform the person transferring the agreement (the assignor), under the provisions of art. 5.1. of this agreement, with regard to the actual costs of the transfer.

4.6. When a significant part of the travel services cannot be performed as agreed under this agreement, the Organizer shall provide, at no additional cost for the traveler, appropriate alternate services for continuing the performance of the package, as closely similar as possible or in better quality than the one specified in the agreement.

4.7. If the proposed alternate services result in a lower-quality package than the one specified under this agreement, the Organizer shall grant the traveler an appropriate price deduction.

4.8 The traveler may reject the proposed alternate services only if they are not comparable to the ones agreed under this agreement or if the granted price deduction is not appropriate.

4.9. If it is impossible to provide alternate services or if the traveler rejects the proposed alternate services under art. 4.8 of this agreement, the traveler shall have the right, as appropriate, to a price deduction and/or to indemnification, without terminating the travel package service agreement.

## **V. Traveler's Rights and Obligations**

5.1.1 If the traveler cannot go on the tourist trip, regardless of the reasons, he/she may assign to agreement to a third person who agrees to this Agreement and who meets all the conditions applicable to the contracted travel services package. The traveler shall be required to notify the Agency in writing with no less than 10 days before the first night of accommodation. The assignment shall only be performed by payment of the transfer fee for the entrance ticket to the Neversea Festival, in the amount and under the conditions stipulated in the Neversea Terms and Conditions, which can be found in the [www.neversea.com](http://www.neversea.com) website, at "Terms and Conditions".

5.1.2 The responsibility for concluding the assignment agreement shall lie, as appropriate, either with the assignor, or the assignee, but never with the Organizer (assigned debtor). The traveler assigning their service package, as well as the assignee, are jointly liable for the payment of the price of the trip and any and all additional costs occasioned by this assignment.

5.2. The traveler is required to comply with the schedule for the supply of accommodation services in the chosen hotel unit and to get the appropriate information to this regard from the website of the hotel unit chosen from the offer. Check-in shall usually be performed after 15:00 of the arrival date and check-out shall usually be performed before 11:00 of the departure date. Any possible additional costs resulting from failure to check-out before the times specified above or on the hotel

unit's website shall be borne exclusively by the traveler. Depending on the destination, the arrival, respectively departure times can be amended and shall be decided by the hotel unit.

5.4. The traveler is required to notify the Organizer, within 5 calendar days from receipt of the notification stipulated in chapter IV, art. 4.2, concerning any modification of the essential provisions of the agreement, or in due time before the beginning of the trip, if the provisions of chapter IV, art. 4.74, par. B) and c) apply, their decision to opt for:

- a) termination of the agreement without payment of penalties; or
- b) acceptance of the new conditions of the agreement.

5.5. Should the traveler decide to participate to the trip for which changes have been made under the provisions of chapter IV, art. 4.2, all the changes shall be deemed to be accepted and the traveler shall not have the right to claim further damages due to this type of changes.

5.6. Should the traveler decide to terminate the agreement under art. 5.4 or should the Organizer cancel the tourist trip before the departure date, the traveler shall have the right:

- a) to accept, for the same price, another travel services package of equivalent or superior quality, proposed by the Organizer;
- b) to accept a travel services package of inferior quality proposed by the Organizer, with reimbursement of the price difference, in the sense of reimbursing the price difference between the two travel packages, at the time of the conclusion of the new service agreement;
- c) to have all the amounts paid in virtue of the agreement reimbursed.

5.7. In all the cases mentioned at art. 5.6, the traveler shall have the right to request the Organizer for damages, in an amount to be determined by mutual agreement of the parties or based on a court decision, for non-fulfillment of the provisions of the initial agreement, except for the cases when:

- a) the cancellation was done due to not having the minimum number of persons mentioned in the agreement, if the Organizer notifies the traveler in writing, with no less than:
  - (i) 20 days before the beginning of the performance of the package, in case of trips lasting more than six days;
  - (ii) seven days before the beginning of the performance of the package, in case of trips lasting from two to six days;
  - (iii) 48 hours before the beginning of the performance of the package, in case of trips lasting less than two days;
- b) the cancellation occurred due to a case of force majeure unforeseen circumstances, independent of the will of the invoker and whose consequences could not be avoided in spite of any efforts made, not including overbooks, in which case the responsibility rests with the airline or the accommodation unit) or one of the causes stipulated in chapter IV, art. 4.4, par. b);
- c) the cancellation occurred from the traveler's fault.

5.8. The traveler shall have the right to terminate at any time, in whole or in part, this agreement and if the termination is attributable to him/her, he/she shall be required to indemnify the Organizer for any and all damages, under the provisions of chapter VI of this agreement. The damages shall not exceed the price of the contracted travel services package.

5.9. By exception from art. 5.8, the traveler shall have the right to terminate the travel services package agreement before the beginning of the performance of the package, without payment of ant termination penalties, in case of extraordinary and unavoidable circumstances occurring at the destination or in the near vicinity and with significantly affect the performance of the package or which significantly affect the transport of the passengers to destination, circumstances occurring after the conclusion of the agreement and proven by documents issued by the Ministry of Foreign

Affairs, notice issued by the Romanian Chamber of Commerce and Industry or by any evidentiary means.

5.10. In case of termination of the travel services package agreement, under art. 5.9., the traveler has the right to full refund of any payments made for the package, but does not have the right to any additional indemnification.

5.11. Should the traveler chose to relocate to a hotel different than the one initially contracted and paid, he/she shall be financially responsibility for such cancellation. The organizer shall accommodate all the traveler's requests to the extent possible and any possible price differences shall be borne by the traveler.

Should the traveler request to change the hotel, room structure or any other service without reason, it shall be equivalent to the termination of the agreement, while the penalties stipulated in Chapter VI of this agreement shall apply and a new agreement shall be concluded.

5.12. The traveler shall be required to pay at the hotel unit's reception the resort tax, the sanitation tax and any other local taxes, without claiming damages or the reimbursement of the amounts by the Organizer.

5.13. The traveler is required to present at the hotel unit's reception his/her ID documents, as well as the travel document issued by the agency (voucher) for the provision of the travel services.

5.14. The traveler acknowledges that the services he/she acquires outside of the contract with the tourism agency are the strict responsibility of the local provider, are governed by the legislation of the country of destination and that the Organizer shall not be liable for the provision of such services.

5.15. Should the traveler be required to fulfill additional formalities for the trip (e.g. traveling with underage children, the situation when the tourist's surname changes after marriage/divorce, etc.), he/she shall be required to fulfill all legal requirements. For optimal information, the Organizer recommends visiting the Border Police website. If the traveler fails to comply with the obligation to get informed about the additional formalities required for the trip and which are not the responsibility of the Organizer (e.g. when traveling with underage children, a Power of Attorney from the parent or legal representative not traveling with the child, criminal record certificate, or any other additional documents – these circumstances are given as examples), the Organizer shall be exempted from any liability if the trip cannot continue.

5.16. If a single person contracts the services for a larger number of travelers, the contractual conditions automatically extend to the whole group for which the services were paid.

5.17. The traveler is required to use the hotel room and its amenities as a good tenant and in accordance with their designation. The Organizer shall not be liable for any possible damages caused by the traveler or injuries incurred by the traveler due to non-compliance with this article.

5.18. The traveler is required to comply with the place, date and time of departure both when departing to and when returning from the trip, as well as with the places, dates and times set throughout the contracted travel itinerary. All expenses and damages incurred due to the traveler's non-compliance with the provisions related to the meeting times and places shall be borne by the traveler.

## **VI. Waivers, Penalties and Indemnifications. Limitation of Liability**

6.1. Should the traveler cancel the travel services package subject to this agreement, he/she shall owe the Organizer penalties as follows:

a) 100% of the service package price.

6.1.2 The cancellation/penalty conditions indicated in art. 6.1.1. are standard and shall apply to all cases. In addition to the penalties indicated above, the traveler shall also bear any possible taxes (e.g. visa tax) if they are not included in the value of the agreement.

6.2. If an embassy refuses to grant the entry visa for the service package, the Organizer shall withhold all the fees due to the direct providers, as well as the Organizer's own operating expenses.

6.3. The Organizer/intermediary shall be exempt from all liability if, after the beginning of the trip, the border guard service/border police or any other competent authorities refuse to grant the traveler the right of exit/transit/entry to a state's territory, necessary for the travel services. In this situation, the Organizer shall withhold the entire value of the travel services package.

6.4. Penalties equal to the ones indicated in article 6.1, par a) shall also apply if the traveler fails to reach the airport or the departure place/destination on time, if he/she cannot leave because the personal documents needed for travel are not compliant with the legal provisions or if he/she is not allowed to leave the country for reasons related to themselves.

6.5. The Organizer shall grant compensation depending on the degree of non-compliance with the contractual obligations.

6.6. The Organizer shall not be held liable in situations of strike, political conflicts, war, natural disasters, public danger, terrorist attack, international embargo, as well as in cases when airlines set liability limits. All these situations, which are not attributable to either party, shall be deemed force majeure occurrences and shall exempt the Organizer from any liability.

6.7. All the amounts mentioned in art. 6.1 par. a) of this agreement shall be withheld by the Organizer from the total price of the travel services package paid by the traveler, without need of court intervention.

## **VII. Complaints**

7.1. The traveler shall inform the Organizer without unjustified delay, given the circumstances of the case, of any non-compliance experienced throughout the performance of a travel service included in this agreement.

### **Organizer's assistance contact data:**

Phone: 0722385397

E-mail: [contact@entertainmenttravel.ro](mailto:contact@entertainmenttravel.ro)

7.2. If any of the travel services is not performed in compliance with the requirements of this agreement, the Organizer shall remedy any such non-compliance, with the exception of the cases where care:

(a) it is impossible; or

(b) it involves disproportionate expenses, given the extent of the non-compliance and the value of the affected travel services.

7.3 If the Organizer, in accordance with the previous article, par (a) or (b), fails to remedy such non-compliance, the traveler has the right to benefit from an appropriate discount of the price for the period with such non-compliance, with the exception of the cases when the Organizer proves that such non-compliance is attributable to the traveler.

7.4. If such non-compliance substantially affects the performance of the package, and the Organizer failed to remedy it in a reasonable amount of time agreed with the traveler, the latter shall have the right to terminate the travel services package agreement without payment of termination penalties and, as appropriate, to request a price discount and/or compensation.

## **VIII. Insurance**

8.1. Under the provisions of Government Ordinance no. 2/2018 and Order 156/2019 issued by the Ministry of Tourism, the traveler is insured for the reimbursement of the amounts paid for the travel services packages, in case of insolvency of the organizer tourism agency and in relation to the associated travel services, as defined in art. 3, par. 16 of Government Ordinance no. 2/2018, insofar as the Organizer facilitates associated travel services, with CITY INSURANCE S.A. Insurance Company, with headquarters in Bucharest str. Barbu Vacarescu no. 241 A, BVO

building, 6<sup>th</sup> floor, phone 0212105474. The Insurance Policies providing protection in case of insolvency of the organizer tourism agency are:

- Insurance Policy series BN no. 00001273 for the protection in case of insolvency of the organizer tourism agency valid until 08.04.2020.

8.2. The amount of compensation:

8.2.1. If the trip has not begun, the amount of compensation is equal to the value or the amounts paid by the traveler under this agreement, insofar as the relevant services are not supplied as a result of the Organizer's insolvency.

8.3. The insurer may propose to the traveler an offer of suitable alternative services for continuing the provision of the package, under the conditions provided by Order no. 156/2019 issued by the Ministry of Tourism. If the traveler accepts the proposed offer, he/she shall not benefit from any additional compensation.

8.4. Conditions for compensation:

8.4.1. If the traveler requests the Organizer to reimburse the paid amounts, he/she shall send a copy of the supporting documents to the Organizer, by registered letter with acknowledgment of receipt, being required to keep the original supporting documents.

8.4.2. The traveler may request the Organizer in insolvency to reimburse the amounts paid by him/her and/or the cost of repatriation, as follows:

a) within no more than 30 days since the Organizer is declared insolvent, if this occurred after the conclusion of the non-performed/partially performed package;

b) within 15 working days from the conclusion of the performance of the package if the Organizer is declared insolvent before this date.

8.4.3. If the Organizer is deregistered as a result of bankruptcy, the traveler shall send the request for reimbursement of the paid amounts directly to the Insurance Company within 15 working days from the deregistration date.

8.4.4. Within 15 working days from the acknowledgment of receipt for the notification mentioned in art. 8.4.1. or 8.4.4., as appropriate, the traveler shall send to the Insurance Company, by registered letter with acknowledgment of receipt, the request for compensation, accompanied by the supporting documents comprising at least the following items:

a) the agreement for the sale of the travel services package;

b) the acknowledgments of receipt stated in art. 8.4.2. or 8.4.5., as appropriate;

c) copies of the documents attesting the payment of the services (e.g. receipts, payment orders) in case of requests for reimbursement of the amounts paid by the traveler ;

d) copies of the transport and accommodation documents, as appropriate, in case of requests for reimbursement of the repatriation cost.

8.4.5. The compensation amount shall be paid within 30 working days from the reception of the traveler's supporting documents by the Insurance Company.

8.4.6. If after payment of compensation the Organizer also pays the amounts due to the traveler, he/she shall return the received compensation to the Insurance Company within 30 working days from the reception of the amounts from the Organizer.

8.5. Optionally, the traveler may conclude an insurance agreement, covering the transfer fees, or an assistance agreement, covering the repatriation fees in case of accidents, illness or death, a luggage insurance agreement, a healthcare insurance agreement for the place of destination, a trip cancellation insurance or other types of travel insurance. The Organizer/Intermediary recommends the conclusion of a trip cancellation insurance policy for covering the possible cancellation penalties. The traveler can inquire in the agencies about the cases covered by the trip cancellation

insurance and this type of insurance policy can be acquired at the tourism agency where he/she purchased the travel services package, if the agency provides such services.

**IX. The Agreement documents are an Appendix to it and are the following:**

- a) voucher and/or purchase order, as appropriate;
- b) catalogues/brochures/other documents/etc. issued by the Organizer and made available to the traveler, in printed version or electronic format.

**X. PROCESSING OF PERSONAL DATA**

10.1 The personal data is processed by ENTERTAINMENT TRAVEL SRL

The processing of personal data means any operation or set of operations that is performed on your personal data.

ENTERTAINMENT TRAVEL SRL can process the following personal data: surname, name, telephone number, home address, e-mail address, identity card series and no., passport series and no., CNP (personal ID number), date of birth, age of children, VAT registration number (if applicable).

10.2 Persons concerned: travelers / tourists / beneficiaries of travel or tourism services, representatives / authorized persons / contact persons (contractual partners) within companies or institutions / public authorities.

10.3 Purposes of personal data collection

We are processing personal data, collected under this agreement, for the following purposes:

- Booking, intermediation, making quotation and / or selling travel services and / or packages, other tourist services, cultural / sporting or other events, leisure or business travel, contract execution - respectively for the fulfillment of the contractual obligations undertaken in relation to you.;
- For the fulfillment of the legal obligations undertaken by us.

10.4. Recipients of your personal data

ENTERTAINMENT TRAVEL SRL will consider all the information collected from you as confidential and will not share it with third parties (except for those individuals and / or legal entities involved in providing the services booked or purchased by you, respectively ENTERTAINMENT TRAVEL SRL business partners, including partners outside the European Union, if without the sharing your data you could not benefit from the purchased services) without your prior and express consent.

We will be allowed to share your personal data with central and local public authorities, judicial authorities, police, prosecutors (within the limits of legal provisions and / or as a result of well-founded and expressly formulated requests), etc.

10.5. Duration of processing of personal data

ENTERTAINMENT TRAVEL SRL will process your personal data until the purpose for which it was collected is achieved or subsequently, in accordance with the legal obligations imposed on us.

Subsequently, if you or your legal / authorized representative will not exercise your right of opposition / removal, according to the law, these data will be archived by ENTERTAINMENT TRAVEL SRL for the period of time stipulated in our internal regulations or it will be destroyed.

10.6. Rights of data subjects. According to the applicable legal provisions, you benefit from the following rights: the right to be informed, the right to access, the right to rectify, the right to delete data ("the right to be forgotten"), the right to restrict processing, the right to data portability, the right to opposition and rights related to the individual automated decision-making process, including profiling.

You also have the right to file a complaint with a supervisory authority and to file a judicial appeal. For this purpose, in Romania, the supervisory authority is [www.dataprotection.ro](http://www.dataprotection.ro).

10.7. Exercise of your rights. For the exercise of these rights you can send ENTERTAINMENT TRAVEL SRL a written, dated and signed request to the following address: Mun. Cluj-Napoca, str. Eremia Grigorescu nr. 122A, or by sending an e-mail at [contact@entertainmenttravel.ro](mailto:contact@entertainmenttravel.ro)

10.8. By signing this agreement, you acknowledge that you have read, been informed correctly, completely, have become aware of the content of this document, fully understand it and agree to the processing of your personal data and of the personal data of the persons for whom you're make the reservation, by ENTERTAINMENT TRAVEL SRL.

10.9. PARENTAL CONSENT IN THE CONTEXT OF PERSONAL DATA PROCESSING FOR UNDERAGE CHILDREN (to be filled out only if there are minor children – indirect beneficiaries of the contracted services. IT IS MANDATORY to send the agreement with this data filled out at the following: [contact@entertainmenttravel.ro](mailto:contact@entertainmenttravel.ro))

The undersigned, ....., (surname and name: parent / legal representative / legal representatives' authorized agent), acting as ..... (parent / legal representative / legal representatives' authorized agent) for the underage child / children.....

.....  
.....

..... aged ..... years, I hereby consent in his/her/their name for ENTERTAINMENT TRAVEL SRL to process the personal data related to the underage child/children's name and age, passport/ID card series and number, for the purpose of booking/selling the tourist packages whose direct and indirect beneficiary shall be the underage child/children.

By signing this agreement, I acknowledge that I have read, been informed correctly, completely, have become aware and fully understand the rights I have in regard to the protection of my personal data, as well as the protection of the underage child's data.

**XI. Final Provisions**

11.1. This agreement was concluded in two copies, one for each party.

11.2. The sale of the travel services packages shall be performed in accordance with the provisions of this agreement and in compliance with the provisions of Government Ordinance no. 2/2018 regarding travel services packages and associated travel services and the amendment of other legislative acts.

11.3. All accommodation units, as well as transportation are classified by the competent bodies in the countries of destination, according to their internal procedures and local regulations, where available, which differ from one country to another and from one type of destination to another.

11.4. The traveler acknowledges that the Organizer fully informed him/her of the conditions for the sale of the travel services packages, in accordance with the provisions of Government Ordinance no. 2/2018. By signing this agreement or by accepting the travel services packages, including in the case of those purchased remotely by electronic means, the traveler agrees and acknowledges the general conditions for the sale of the travel services packages, in accordance with the Organizer's offer.

11.5. The traveler acknowledges that before the conclusion of this agreement the Organizer made available to him/her all the essential information related to the contracted services, such as: destination, itinerary, travel period, number of nights included, means of transport, accommodation units and meal services offered, other services included in the package, minimum number of persons required to perform the travel services, language skills required for the traveler for oral

communication, information for persons with reduced mobility, general information on the visa and passport regime and on healthcare formalities in the country of destination, information on the organizing / intermediary travel agency, the total price of the package, the payment methods, information on the traveler's option to terminate the agreement anytime before the beginning of performance of the package and information on the optional or compulsory insurance to cover the costs for the termination of the agreement by the traveler or assistance costs , including repatriation fees, in case of accident, illness or death, to which he/she expressly consents.

11.6. If this object of this agreement is the Organizer selling a travel service which does not constitute a travel services package under the provisions of Government Ordinance no. 2/2018, art. 5.9, art. 5.10. and Chapter VIII of this agreement shall not apply.

11.7. Disputes between the parties shall be resolved amicably or submitted to the competent courts of Cluj-Napoca.

11.8. This agreement shall be construed in accordance with the laws of Romania.

Organizer,

**ENTERTAINMENT TRAVEL SRL**

Representative (surname, name)

Sebastian-Dorel Ferent