GENERAL TERMS AND INSTRUCTIONS FOR TOURIST ARRANGEMENTS OFFERED BY TOURIST AGENCY CREATIVA PLUS j.d.o.o.

1. GENERAL REGULATIONS

The General Terms and Instructions published herein are an integral part of the Agreement between Creativa plus j.d.o.o. (authorized travel agency) and a passenger who is engaged in a chosen trip, excursion, arrangement or other service offered under the tourism agency's activities. If a specific provision in a particular program / offer has been published different from those published in the points of these General Terms, the provision / condition published in the program / offer applies.

Also, the General Terms and Conditions define the procedure for booking, payment, use of services and complaints of the services offered at the web store at www.golden-croatia.com and the associated sub-domains / sites of projects organized by Creativa plus.

Creativa plus is a Tourist agency, and Passenger is every visitor who stores at least one service from the Tourist agency via e-mail or Web Store.

Responsibility for the accuracy and completeness of the information entered into when booking and / or purchasing the services is borne by the Passenger. The Tourist agency can not be held responsible for any damage caused by incomplete or inaccurate data supplied by the Passenger.

In accordance with the Consumer Protection Act, we draw your attention to the fact that underage and completely incompetent persons can not make a distance purchase and can only be done by their legal representatives. Partially business-capable persons may only enter into a contract with the consent of their legal representative.

2. PACKAGE ARRANGEMENT CONTENT

The Tourist agency (Creativa plus) guarantees the implementation of the program according to the description of the arrangement in each published program. The Tourist agency will provide the content of the arrangement completely and in the manner described, except in the case of exceptional circumstances (war, riots, strikes, terrorist actions, sanitary disorders, natural disasters, authorities intervention, delay of aircraft and other means of transport, etc.). The Tourist agency reserves the right to modify the program (order of performance / schedule within defined program terms, optional services, etc.) in order to better organize the programs for the benefit of the passenger.

3. PACKAGE ARRANGEMENT PRICE

The prices of the arrangements are published in the official currency of the Republic of Croatia - HRK (HRK) and contain the statutory VAT rate for each program and apply from the date of publication of the program. The prices of services in other currencies are calculated according to the central foreign exchange rate of the Croatian National Bank valid on the day of publication of the program.

The Tourist agency reserves the right to change the published prices in case of changes in the price of accommodation, transport and other services. In accordance with the legal and contractual provisions, the purchase price increase up to 8% of the basic price of the arrangement does not require the consent of the passenger (the increase is calculated on each part of the paid arrangement). In the case of an increase in the price of the arrangement in the amount of more than 8% of the basic price of the arrangement, the passenger has the right: either to accept the contractual changes; or accept a

substitute arrangement offered by the Tourist agency; or terminate the Contract without compensation.

On any changes to the price defined in the Contract, with the relevant explanation, and in accordance with the legal provisions, Creativa plus will notify the passenger immediately upon receipt of relevant information affecting the agreed price, at least 20 days before the start of the trip.

Creativa Plus can predict in the program that the passenger pays certain services at the destination. All complaints about the above services must be submitted at the destination, the service provider.

Informative prices of services abroad (facultative services, tickets, taxes etc.) can be expressed in other national or international currencies. These prices are only informative and are subject to exchange rate changes. If one of the aforementioned services can be pre-paid / paid on the website www.golden-croatia.com, the payment is made in the official currency of the Republic of Croatia - HRK (HRK), calculated on the day of payment at the central foreign exchange rate of the Croatian National Bank.

4. RESERVATION AND CONTRACTING

The information required for the reservation, the conclusion of the contract and the later realization of the contractual obligations and the passenger service is given voluntary and Creativa Plus undertakes to act responsibly and in compliance with all applicable legal provisions and regulations.

Registration is done by filling in the application form, whereby the passenger confirms that he is familiar with and agrees with the General Terms and Conditions. The online application forms are available on the official website www.golden-croatia.com ("I agree to the Terms of Service").

Based on the information provided in the application form, Creativa plus submits to the passenger the Offer and the Travel Contract. Passenger accepts the Offer and the Contract and confirms by paying partially or full amount in advance. In that moment everything specified in the General Terms and Conditions becomes a legal obligation both for the passenger / passenger and for the travel organizer. The general conditions are available in digital form on the official website www.golden-croatia.com and are also included as part of the Travel Contract.

Upon registration, the passenger must provide all the necessary information, submit the documents provided by the program and pay the advance. If the passenger does not provide accurate data, he or she is liable for all costs and consequences incurred due to the delivery of incorrect data.

A person who has made a reservation and / or a payment on behalf of multiple passengers confirms that he is authorized to represent all the passengers named in the booking form / application form and undertakes to pass all essential information about the contracted services to all passengers and to acquaint them with the relevant General Terms and Conditions.

In accordance with the European General Data Protection Regulation - GDPR, Creativa Plus will require only the necessary and relevant information for making reservations and providing services in accordance with the Contract. In the case of contracting specific services (eg insurance policies, aviation, cruise ship, etc.), Creativa Plus has the right to request additional information (eg. Personal identification number, ID number or passport with expiration date, etc.), which should be forwarded to the contractual partners (eg insurance company, airline company, shipping company) for the purpose of contracting and executing the requested service. If a passenger refuses to provide the agency with the requested information, the agency can not be held liable for the costs and consequences incurred, ie the inability to negotiate and / or execute the above mentioned services. In cases where Creativa Plus is an intermediary, not a direct service provider, and when the contractor and the execution of the services necessarily pass certain data to the executor, the contracting partner / performer undertakes to comply with the European Data Protection Ordinance (GDPR) within the framework of contractual and legal obligations and commits the data to be used solely for the purpose for which the passenger has a privation - concluding contracts and executing contractual obligations and services.

If the Program, the Offer and the Contract do not specify otherwise, the advance is 30% of the price of the arrangement and the remaining 70% of the amount of the arrangement is to be paid not later than 30 days before the initial date of the service or program execution. For programs that have defined repayments in installments, the passenger is obliged to respect the defined deadlines for payment of individual war. Failure to meet payment deadlines is considered a breach of the contractual obligation of the acquirer and the tourist agency reserves the right to terminate the contract.

The Tourist agency will provide the Passenger with the Final Travel Information (detailed departure information, other relevant travel and destination information, travel coupons, etc.) within a reasonable time of the beginning of the execution of the particular arrangement and no later than 1 (one) day the start of travel for a period of 1 to 2 days and no later than 3 (three) days before the commencement of travel for longer than 2 days, to the e-mail address of the passenger indicated in the application. Creativa Plus can not be held liable if the passenger has provided the agency with an incorrect email address, has not verified emails (including promotions and unsolicited mail if the notice is not in the Inbox) or has not read the information provided. If a passenger has not received the Final notice before the trip, he or she must notify the agency thereof, in order to forward the Final Notice to a valid e-mail address or, in agreement with the agency's representatives, by other means. Agency employees are available to passengers for all inquiries and information.

5. CONTRACT CHANGES AND TRANSFERS

Unless otherwise stated in the program and if the Tourist agency is able to meet the Passenger's request for a subsequent amendment of the confirmed / agreed arrangement / service, for each change in the confirmed reservation, a fee for changing the reservation in the amount of HRK 100.00 will be charged. The aforementioned fee does not include the difference between the price of the original contracted services and the modified services, which the passenger is also required to pay in accordance with the submitted change request and valid price lists.

The transfer of the contract to another passenger is possible at the passenger's request solely with the consent of all the providers of the contracted services (subject to the specific terms and conditions of individual service providers), with payment of fees prescribed by the individual service provider.

The transfer of festival tickets to other person is possible only if the festival organizer permits the mentioned, with the required fee. Transfers of tickets for sports events, taking into account the specific rules and conditions of purchase, are possible only with the consent of the organizers and in accordance with the specific regulations (Sporting Contest Disorder Act). It is not possible to transfer the agreed insurance policies to another person.

6. PAYMENTS

Advance payment, installments or full amount payments for the services can be made through internet banking / general payment at the agency's account or via online payment link / internet store. Online payment is made through the WSPay [™] system.

If the program does not specify otherwise, the advance is 30% of the total price of the arrangement and the remaining 70% of the arrangement is to be paid no later than 30 days before the initial date of the service or program execution. For programs that have defined repayments in installments, the passenger is obliged to respect the defined deadlines for payment of individual installments.

If the passenger does not abide by the defined deadlines / does not make payment within the foreseeable time, Creativa Plus considers the arrangement canceled and adheres to the travel cancellation conditions as defined in Section 12 of these General Terms and Conditions. At the request of the Creativa Plus, upon departure, the passenger must present the document / certificate of the paid arrangement, otherwise the passenger is not entitled to start a voyage.

Online payment:

Payments to the online store www.golden-croatia.com (and the associated sub-domains / project pages organized by Creativa Plus travel) are possible with the following cards: American Express, Maestro, MasterCard, Visa and Diners. When choosing a payment card, you will be redirected to a security-protected site where you need to enter the required personal information and card information. Your credit card information is not available at Creativa Plus j.d.o.o. The entry and transfer of personal data and credit card number data is protected by the highest security standards provided by the WSpay ™ online credit card authorization system in accordance with the requirements of card and card brands and PCI DSS standards. Authorization and credit card payment is done by using the WSpay ™ system for real-time authorization and billing.

Once the payment process is complete, the payment receipt will be sent to the reservation address of the booking agent. Because it is systemically issued, passengers who haven't received a receipt in the incoming mail are kindly asked to pay attention to the promotional folder and the spam folder.

Tourist agency's employees are available to passengers for any additional inquiries related to payment deadlines as well as for checking the performance of the transaction / received payment.

Terms of debit / credit card repayment:

Payment by cards in the Creativa Plus Web Store can be made on a one-time or on a rate basis (up to a maximum of 6 or a maximum of 12 installments depending on the cardholder and the bank to the issuer of the card):

• debit cards: MAESTRO, VISA ELECTRON

• credit cards: MASTERCARD, AMERICAN EXPRESS, DINERS, VISA

Card payment security statement via WSPay [™]:

When you pay with cards on our web store you are using the WSpay [™] advanced payment card online system.

WSpay [™] secures the complete secrecy of your card data from the moment you enter it into the WSPay payment form. Payments are encrypted and transmitted from your web browser to the bank that issued your card. Komplett Management d.o.o. never comes into contact with the complete information on your payment card. Also, data is unavailable even to employees of the WSpay [™] system. Insulated core manages and transfers sensitive data independently, keeping them completely safe.

The payment access form is secured with the highest reliability SSL transport code. All stored data are additionally encrypted, using a cryptographic device certified to the FIPS 140-2 Level 3 standard. WSPay meets all online payment security requirements prescribed by leading card brands, or operates in accordance with the standard - PCI DSS Level 1 - the highest security standard for payment card

industry. When paying with cards included in the 3-D Secure program, your bank verifies your identity with the validity of the card but also with tokens or passwords.

WSpay [™] all collected information treats as a confidential bank secrecy. Information is used solely for the purposes for which they are intended. Your sensitive data is completely secure and their privacy is guaranteed by state-of-the-art security mechanisms. Only the information necessary to perform the job is collected in accordance with the requirements of the demanding online payment procedures.

The security controls and operating procedures applied to our infrastructure ensure the current reliability of the WSpay [™] system. In addition to maintaining strict access control, regular security tracking, and deep-seated network vulnerability checks, as well as providing timely information security, keeps and improves the security of your system by protecting your card.

7. TOURIST AGENCY'S OBLIGATIONS

Creativa plus is obliged to take care of the implementation of services as well as the choice of service providers with the care of a good tourist agency and to take care of the rights and interests of passengers in accordance with good practices in tourism. The Tourist agency is obliged to provide the passenger with all the services mentioned in the program for a particular arrangement and is responsible to the passenger for any failure to perform the service or part of the service. The Tourist agency reserves the right to modify the program (order of performance / schedule within defined program terms, optional services, etc.) in order to better organize the programs for the benefit of the passenger.

8. TOURIST AGENCY'S RIGHT TO CANCEL OR CHANGE THE PROGRAM

On the basis of the applicable legal regulations, Tourist agency may terminate the Travel Contract and reimburse the Passenger in full the amount of the Arrangement, without any additional compensation for the passenger, if the travel does not require the required number of passengers. On the eventual cancellation due to insufficient number of registered passengers, in accordance with applicable legal regulations, Tourist agency must notify the Passenger at latest:

- 20 days before the start of trip (for trips lasting more than 6 days)
- 7 days prior to the start of trip (for trips that last between 2 and 6 days)
- 48 hours before traveling for less trips that last less than 2 days

Unless specified otherwise, the minimum number of passengers required for each trip is as follows:

- For van travel: at least 4 passengers
- For bus travel: at least 40 passengers
- For regular air travel in Europe: at least 20 passengers
- For intercontinental flights: minimum 15 passengers
- For a trip with specially agreed flights: 80% of aircraft availability
- For travel by train or hydrofoil according to the conditions in a particular program.

Creativa Plus reserves the right to completely or partially terminate the Contract if, prior to the performance or during the performance of the program, there are outstanding circumstances that can not be foreseen, removed or avoided and which, if they were incurred at the time of the conclusion of the Contract, were legitimate reason for Creativa Plus to not make a contract.

In case of cancellation of travel / arrangement due to exceptional circumstances that could not be avoided, Tourist agency is obliged to inform the Passenger immediately without unnecessary delay. In this case, Tourist agency will pay the Passenger in full the amount paid for the unpaid services, without any obligation to compensate the Passenger for additional damages. Creativa Plus reserves the right to change the day and the hour of travel on the plane due to a change in the flight schedule or force majeure, as well as the right to change the direction of travel due to changed circumstances (new timetable, strike, unsafe position in the country where the program is organized, terrorist or other threats to war, natural disasters or other unforeseeable circumstances that Creativa Plus can not influence), without any special compensation and in accordance with applicable traffic regulations. Creativa Plus can not be held responsible for any change in program performance caused by any force (point 2). In such a case the passenger will be provided with services in another form, as far as circumstances permit.

If Creativa Plus discontinues the trip, the Passenger is entitled to a refund of the full amount of the price, but is not entitled for payment of the visa, insurance, vaccination or similar services required for the particular program.

Creativa Plus does not respond to the delay of buses, aircraft, ships or train, as well as changes to programs and costs caused by such delays. The aforementioned, in accordance with international conventions and legal regulations, does not exclude the liability of the carrier except in cases where delays in liner transportation are caused by exceptional circumstances that could not be avoided. In accordance with good business practices and moral principles, Creativa Plus will provide the passengers who are in such a situation the necessary assistance that the traveler has the right to accept or refuse taking into account any additional costs.

Since Creativa Plus has no impact on weather conditions (an important impact on all types of traffic), general traffic conditions (traffic jams / traffic jams, traffic accidents, works, special traffic regulations ...), border crossings / border controls, such as the regulations in force in road transport related to the carriage of passengers, which determine the required breaks for bus drivers (recorded by a tachograph, the longer travel caused by downtime and waiting automatically causes a greater number of breaks than anticipated), the Creativa Plus agency can not be held liable if these factors cause the longer the journey time than the scheduled program.

If circumstances at the destination do not allow passengers to stay in a reserved facility, Creativa Plus will offer the passenger another object of the same category or more than the reserved at their own expense. If the Passenger in the destination refuses the replacement of the same or higher value, he or she can not claim compensation from the agency afterwards.

Creativa Plus will inform the Passenger without delay in case of any substantial changes to the particular program. Major changes to the program are considered to be: change of departure / return date caused by extraordinary circumstances; change of means of transport; change of route travel; accommodation capacity changes; cancellation of certain services that were part of the program.

Tourist agency reserves the right to modify the program (order of performance / schedule within defined program terms, optional services, etc.) in order to better organize the programs for the benefit of the passenger.

9. PASSENGER'S OBLIGATIONS

The Passenger shall ensure that he / she personally, his / her documents and / or his / her stuff meets the conditions provided by the border, customs, health and other regulations of his own country as well as the country in which he travels, to comply with the house rules in the catering and accommodation facilities and to cooperate with the representative of the Tourist agency and service

providers in good intention. In the event of non-compliance with these obligations, the Passenger shall be liable to the Tourist agency and to the local authorities for any damages.

If a passenger has specific travel and accommodation requirements or requires special care and nutrition for his / her health, he or she must notify the agency when arranging the trip. Examples of specific requirements and services are: an additional space in the means of transport or the bed is higher than the standard for the passenger's above-average height and / or weight; a demand for specialized transport or a specially equipped accommodation unit (especially important for persons with disabilities); the need for frequent breaks during travel for a passenger's specific health condition; a request for specific nutrition, etc. The passengers who have some specific requirements need to inform the Agency about those requirements before closing the contract so that Agency could provide answers whether their requirements can be met or not. If a passenger decides to conclude a contract despite the fact that the agency has reported that it is not possible to meet specific requests, the passenger waives the right to appeal and claim compensation for non-fulfillment of specific requests.

If a passenger fails to inform the agency of the specific requirements when contracting a travel and subsequently finds that the agency is not able to contract and meet specific requirements, this can not be the reason for the agreement's termination of contract or claims for damages from the organizer.

The passenger is obliged to inform himself of the journey, read the provided information and act accordingly. Ineligibility of passengers (as well as consequences arising from the same) caused by their own negligence and / or negligence can not be the responsibility of the Tourist agency and the grounds for appeal and claim for damages. The Tourist agency will provide the Passenger with all relevant information in the Final Notice before the travel, on the e-mail address that the Passenger has indicated on the application. Agency Creativa Plus can not be held liable if the Passenger has provided the agency with an incorrect email address, has not verified emails (including promotions and spam mail if the notice is not in the Inbox) or has not read the information provided. If a passenger has not received the Final notice before the trip, he or she must notify the agency thereof, in order to forward the Final Notice to a valid e-mail address or, in agreement with the agency's representatives, by other means. Agency employees are available to passengers for all inquiries and information.

When traveling and at the destination, the passenger is obliged to comply with the instructions and information provided by the tourist agency. Informing travelers on a destination is done through information brochures and / or info posters, as well as in person by the travel guide in case of group travel. The passeneger may seek additional information from the agent's representative at the destination or by calling a phone number delivered in the Final Notice.

10. INAPPROPRIATE BEHAVIOR AND DAMAGE REFUND

Inappropriate behavior of passengers hindering the journey of travel, destruction of material resources of accommodation, transportation or other facilities, or bringing to conflict situations will result in early departure at the expense of the passenger, without the refund of unused services. The agency does not have the obligation to protect such passenger before the imposition of disciplinary measures by local security forces.

In case the offender is a minor, the parent / legal guardian is obliged to arrive at the destination and take care of the juvenile at his own expense, cooperate with the competent local authorities (in case of imposing disciplinary measures), and arrange the return of the juvenile home.

The obligation of each passenger is to comply with applicable regulations at the destination, to comply with the house rules in all facilities, and to use the provided services in good faith. Tourist agency can not be held liable and will not incur the costs of any damage caused by the passenger during the journey.

In case that a security deposit is demanded by the accommodation facility (depending on the facility, it can be carded or in cash - the currency depends on the destination) Creativa Plus will provide all necessary security deposit information to the Passenger in the Final Travel Notice.

In the case of damage caused, the accommodation facilities retain the right to partially or completely withdraw the deposit (depending on the amount of damage caused), as well as to charge additional charges in cases where the amount exceeds the deposit amount. Representatives of accommodation facilities retain the right to collect the damage problem directly with the passenger or inform the local police who will file a complaint and file a complaint against the perpetrator.

In cases where it is not possible to determine the exact perpetrators (eg for damage to public and public spaces, and in cases where there are no witnesses or surveillance cameras), all passengers and representatives of the agency bear collective responsibility (collective harm). Collective damages to service providers and public bodies at the destination will be partially taken up by all passengers through the retention of the deposit (in whole or in part, depending on the amount of damage). Since such situations, along with the resulting material damage, also damage the reputation of the whole collective (both the agency itself and all the remaining passengers), the moral obligation of all passengers is to abide by the regulations and social norms that apply at the destination and are concerned with other people's assets.

11. TERMINATION OR CHANGE OF THE PROGRAMME BY PASSENGER

The passenger may terminate the trip on his own wish along with a written statement. Upon returning from the interrupted journey, the passenger is not entitled to any reimbursement regardless of the risk of travel cancellation. The passenger may change the program or contracted service on the journey, with the prior written consent of the Tourist agency.

12. TRIP CANCELLATION BY PASSENGER

The Passenger is entitled to the written form of cancellation prior to the start of the trip via the official email address: info@creativaplus.hr). In this case, Creativa Plus is entitled to reimbursement of the costs for canceled travel, and the amount of the costs is determined by the date of the passenger's cancellation.

In the case of an oral cancellation, the passenger is required to sign a cancellation document prepared by the Tourist agency. If a passenger refuses to sign a cancellation document, it is considered that he has not canceled the trip.

Cancellation costs for arrangements organized by Creativa Plus:

- 30 to 59 days before departure: 10% of the price of the package,
- less than 30 days before departure: 20% of the cost of the arrangement
- less than 10 days before departure or after departure: 30% of the cost of the arrangement

If a specific program specifies different conditions for cancellation of travel, the cancellation conditions for such a program apply.

ALL PASSENGERS RECOMMENDED PAYMENT OF RISK INSURANCE FOR PASSENGER'S CANCELLATION. Insurance can be paid directly in one of the insurance companies. In the case of a justified reason for travel cancellation (according to the terms of the selected insurance company) the passenger who has paid the insurance will require cost recovery by the insurance company.

13. CATEGORIZATION AND SERVICE DESCRIPTION

Offered hotels, apartments and other accommodation units are described according to official categorization at the time of the program. Categorization of facilities, nutrition, comfort, services as well as other offers of accommodation facilities are under the supervision of local tourism organizations. Accommodation and service standards in different countries are not comparable. The Tourist agency assumes no responsibility for any oral or written information that is inconsistent with the description of the services defined in the program.

14. ACCOMMODATION IN ROOMS, APARTMENTS AND OTHER ACCOMODATION UNITS

If the passenger has not explicitly contracted a room, apartment or other accommodation unit with special features, he / she will accept any accommodation unit officially registered for issue in the relevant facility, described in the catalog and pricelist. If possible, the organizer will try to meet the traveler's additional accommodation requirement (comfort, room orientation, floor, etc.) but can not guarantee the fulfillment of such request.

15. SINGLE ROOMS EXTRA CHARGE

If the price list for a particular program is not otherwise defined, the single room rate is 50% of the basic price of the package.

16. HEALTH PROVISIONS AND PROTECTION

According to the World Health Organization's regulations, for passengers traveling to some specific countries, the passenger is obliged to get vaccinated and obtain the appropriate document. Vaccination is compulsory even when such a regulation arises after the conclusion of the Travel Contract and can not be the reason for termination of the Contract if the vaccination does not contravene the health of the traveler (in this case the traveler must submit a medical certificate).

17. SAFETY REGULATIONS

Local security authorities are responsible for issuing safety recommendations and implementing security measures at destinations. In the event of an emergency, passengers are required to comply with all instructions given by the competent authorities.

The Ministry of Foreign Affairs and European Affairs of the Republic of Croatia issues safety recommendations, advice, warnings and prohibitions related to traveling abroad and the behavior of passengers at destinations. When traveling, Creativa Plus is guided by the recommendations of all the authorities responsible for risk and safety assessment. Passengers personal assessments can not be considered as grounds for termination of the Contract, refunds or compensation of damages by the Tourist agency.

In case the local security authorities at the destination and / or the Ministry of Foreign Affairs and European Affairs of the Republic of Croatia issue a ban on a specific destination, the trip will be canceled or postponed until the end of emergency circumstances that would endanger the safety of the passengers. In the event of such a ban being issued by the competent authorities, the passenger has the right to terminate the Contract with the refund of the amount paid, without the right to seek additional compensation.

18. PASSENGER INSURANCE PACKAGE

Unless otherwise stated in the program / offer, Creativa Plus programs do not include health insurance in the event of an accident or accident for staying abroad as well as other travel insurance. When booking the Creativa Plus arrangement in the web store, travelers will be offered the option of insurance during their stay abroad. Examples of insurance are: accident insurance and illness on travel, baggage damage and loss, voluntary health insurance during travel and stay abroad, travel cancellation insurance, insurance to cover the costs of assistance and return to the place of departure in case of accidents and illnesses, etc.

The passenger is obliged to familiarize himself with all the insurance aspects offered by the Tourist agency. Tourist agency may also offer combinations of different insurance under favorable terms than when each form of insurance is taken separately. Individual shelters can be arranged only when the contract is concluded / can not be arranged afterwards (eg, a cancellation insurance).

PASSENGERS ARE SPECIFICALLY RECOMMENDED THE SELECTION OF THE PACKAGE OF HEALTH INSURANCE AND INSURANCE IN CASE OF PASSENGER'S CANCELLATION.

Note: In accordance with the current Insurance Law and the Conditions of Business Insurance of Insurance Companies on the territory of the Republic of Croatia, some insurance may be arranged only for nationals of the Republic of Croatia or nationals of the Member States of the European Union. Also, specific types of insurance can be arranged only for adults or at a certain time before the start of travel, and the offered insurance varies depending on the destination of the trip. If the agency is not able to contract the requested insurance, the buyer will be informed of the contract at the time of the conclusion of the Contract and may not subsequently be the reason for the termination of the Contract, appeal or claim for damages.

19. PASSENGER'S LUGGAGE

Unless otherwise specified in the program and offer, the passenger has the right to free transport up to 15 kg of baggage on board flights and up to 20 kg of luggage on regular air lines and bus transportation. For each overcharged kilogram of luggage the traveler pays an additional fee to the carrier. Children under 2 years are not entitled to free luggage transport.

Creativa Plus can not be held responsible if the passenger's luggage can not be transported due to the passenger's excess of permitted quantity, baggage or baggage size.

Every traveler is responsible for their luggage and other personal belongings and travel organizers can not be held liable for loss or damage to them.

The luggage is transported to the passenger's risk, so we recommend securing the luggage. Tourist agency is not responsible for lost luggage, as well as for stolen luggage or valuables in the accommodation facility (we recommend renting safes!).

20. INSURANCE IN THE EVENT OF THE TOURIST AGENCY'S BANKRUPTCY

In accordance with the Act, in the event of bankruptcy of Creativa Plus, passengers that have started their travel and persons that paid a deposit for their trip, should as quickly as possible contact the insurance provider stated on the travel contract or other appropriate document. INSURANCE COMPANY EUROHERC D.D., ZAGREB, <u>www.euroherc.hr</u> +385 52 530 720 Policy number: 804129934

21. LIABILITY INSURANCE

In accordance with the Tourism Services Act, Creativa Plus has an insurance contract with the insurer for damages caused to the traveler by failing to fulfill their obligations, partial fulfillment or improper fulfillment of the package-related obligations.

INSURANCE COMPANY EUROHERC D.D., ZAGREB, <u>www.euroherc.hr</u> +385 52 530 720 Policy number: 804129933

22. SOLVING THE COMPLAINTS

If the services presented in the program are incomplete or poorly performed, the passenger may request a reasonable compensation by lodging a written complaint. Every passenger - the contract holder has the right to object based on the contracted service. Tourist agency will not accept the group complaint process - those submitted by multiple contract holders on the basis of one complaint.

The objection can be filed by mail within the prescribed deadline at the address of the head office (Creativa Plus j. d.o.o., Radićeva 45, 52100 Pula, Croatia) or to the official agency email address (info@creativaplus.hr).

Complaint procedure:

1. Immediately at the event site, the passenger advertises an inadequate service to the tourist agency's representative, and if it does not exist, to the service provider. The passenger shall cooperate with the representative and / or service provider in good faith in order to remove the causes of the complaint. If a passenger does not accept the solicitation of the objection that corresponds to the paid service, the tourist agency will not accept or respond to the subsequent passenger's complaint.

2. If the cause of the complaint has not been rectified, the passenger shall draw up a written confirmation with the representative of the tourist agency or the service provider.

3. No later than 8 (eight) days after the return journey, the passenger submits a written objection and encloses a written confirmation signed by the tourist agency's or service provider's representative, as well as any additional costs incurred. The complaint can be submitted by mail to the address of the headquarters (Creativa Plus j.d.o.o., Radićeva 45, 52100 Pula, Croatia) or to the official agency e-mail address (<u>info@creativa-plus.hr</u>). The tourist agency will only receive fully documented complaints that are properly submitted to the agency within the specified time period of 8 (eight) days, counted from the date of return of the traveling passengers.

4. In accordance with the legal provisions, the tourist agency is obliged to issue a written decision on the complaint received within 15 days upon receipt of the complaint at the point of sale. The tourist agency may postpone the deadline for complaint collection for collecting information and verifying the allegations made in the complaint with the service provider. In case of need for additional documentation or the need to extend the delivery deadline for the collection of relevant information and evidence, the tourist agency will inform the complainant thereof. The tourist agency will only deal with complaints that could not be resolved at the time of the emergence.

5. While the tourist agency does not make a decision, the passenger waives the mediation of any other person, court institutions, as well as providing information to the public.

6. The highest fee per complaint can reach the amount of the advertised part of the service and can not include the services already used, nor the total amount of the arrangement. This excludes the right of the passenger to compensate for the ideal damage.

Public expression of dissatisfaction:

In accordance with good business practice, the passenger will inform the tourist agency in the event of dissatisfaction with it in order to find an agreement and will refrain from public announcements (media, social networks and other forms of public media) until the resolution is reached. If a passenger decides on public occasions, he or she is aware of the fact that the aforementioned may be subject to criminal proceedings for crimes against honor and reputation, in accordance with the Criminal Code - Chapter XV.

24. AUTHORITY BODY

For the purposes of point 23 of these General Terms and Conditions, the passenger of the Creativa Plus program services shall have the right to file a complaint with the Tourist agency. Both sides undertake to resolve possible disputes by mutual agreement. If the passenger is dissatisfied with the decision of the organizer, he has the right to court arbitration. For such a case, the jurisdiction of the court is contracted in the place of business of the responsible Tourist agency. For trips and programs organized by Creativa Plus, the court in Pula is competent and the laws and regulations in force in the Republic of Croatia apply.

Competent authority whose official supervision is subject to the activities of tourist agencies in the performance and provision of tourism services: Ministry of Tourism Independent Tourism Inspectorate, Tourist Inspection Service – Unit Pula Tel. +385 52 555 805 / + 385 52 555 806 Bože Gumbca 36 Street, Pula, 52100, Croatia

25. NAMES OF CERTAIN PARTS

The names of certain parts of these General Terms are only for ease of reference and have no impact on their interpretation.

26. SEVERABILITY CLAUSE

If, for any provision of these General Terms and Conditions or any specific Travel and Contract Notices, it has subsequently been found to be null and void, it will not affect the other provisions, and the Agreement and these General Conditions as well as possible annexes for specific travel as a whole remain valid, that the Contracting Parties will replace the nullity of the provision with a valid one that will maximize the achievement of the objective to be achieved by a provision found to be null and void.

SPECIAL CONDITIONS AND INSTRUCTIONS FOR TOURIST FACILITIES:

1) ACCOMMODATION TIME IN APARTMENTS, HOTELS AND OTHER ACCOMMODATION UNITS: It is differently indicated for each program. The usual accommodation time in hotel rooms is after 2 pm, and in apartments after 16 hours. The usual time to leave the hotel room and apartment is up to 10 hours. Representatives of accommodation units have the right to inspect the personal documents of the guests and to transcribe their personal data for the purpose of tourist registration of the guests as well as on the taking of the security deposit.

2) SKIING / SUMMER PROGRAM: For cancellation of the skiing agreement, we apply the cancellation conditions under point 12 of the General Terms and Conditions, regardless of the cause of the cancellation. Adverse snow conditions may not be the reason for the cancellation of the title of force majeure and the Creativa Plus for such cancellation of the arrangement shall apply the general cancellation clauses specified in point 12.

3) TRAVEL IN ORGANIZATION OF OTHER RESPONSIBLE ORGANIZER / TUROPERATOR:

Intercontinental Travel: All Special Terms are published for each individual program, ie the terms and conditions of the responsible organizer specified for each trip are applied.
All programs in which Creativa Plus acts as a broker: Creativa Plus is not responsible for the travel or tourist arrangements with which the organizer is not responsible, but only mediates in the sale. All touristic arrangements that Creativa Plus represents as an agent are specifically marked, which will be visible in the published program and on the travel certificate. In this case, a passenger agent of Creativa Plus signs an agreement with said responsible travel organizer.

ANNEX I - Form with standard information for package travel arrangements, in accordance with the Law on Provision of Tourism Services NN 130/17

The offered combination of travel services is a package deal in the sense of the Tourism Services Act. The passenger therefore has all the rights arising from the provisions of the Tourism Services Act relating to the package arrangement. Creativa Plus Travel Agency j.d.o.o. is fully responsible for the proper execution of the package arrangement as a whole.

Tourist agency Creativa Plus j.d.o.o. has a legally prescribed secured bail for passenger's compensation and, if the carriage is included in the package arrangement, ensuring repatriation of the passenger in case of becoming insolvent.

The most important rights in accordance with the Law on Providing Tourism Services:

- Passengers will receive all relevant information about the package deal before concluding a travel contract in the package arrangement.
- There is always at least one trader who is responsible for the proper execution of all travel services covered by the contract.
- Passengers receive emergency phone numbers or contact point information through which they can contact the organizer or tourist agency.
- Passengers can transfer the package deal to another person with reasonable notice and possible additional payment.

• The price of package deals can only be increased if specific costs (such as fuel prices) are increased and if explicitly provided in the contract, and in any case not later than 20 days prior to the start of the package arrangement. If the price increase exceeds the 8% package price, the passenger can terminate the contract. If the organizer reserves the right to increase the price, the passenger is entitled to a reduction in the price if the relevant costs are reduced.

• Passengers can terminate the contract without paying any compensation for termination of the contract and receive full refunds of all payments if substantial changes to any of the essential elements of the package deal are made except for the cost. If, prior to the start of the package deal, the retailer responsible for the package arrangement terminates the package arrangement, the passengers are entitled to refund and, where appropriate, compensation.

• Passengers can terminate the contract without paying any contract termination fees prior to the start of package deals in case of exceptional circumstances, for example, if there are serious security issues at the destination that could affect the package deal.

• In addition, passengers at any time prior to the start of the package arrangement may terminate the contract with the payment of a reasonable justification for the termination of the contract.

• If, after the start of the package arrangement, significant package package arrangements can not be arranged as agreed, alternative arrangements will be required at no extra cost. If the services are not provided in accordance with the contract and this has a significant effect on the execution of the package arrangement and the organizer does not correct the non-compliance, passengers can terminate the travel contract in the package arrangement without paying the cancellation fee.

• Passengers are entitled to a reduction in the cost and / or compensation of damages if travel services are not carried out or if they are done in an improper manner.

• If a traveler is in trouble, the organizer must provide him with help.

• If the tourist agency, or in some member states sells the seller, becomes insolvent, reimbursement is secured. If the organizer or, as the case may be, the seller becomes insolvent upon the start of the package arrangement and if the carriage is included in the package arrangement, the repatriation of the passenger is ensured. Creativa Plus Tourist agency j.d.o.o. has contracted protection in case of insolvency with Euroherc osiguranje d.d. (street of the City of Vukovar 282, 10000 Zagreb, Croatia, <u>www.euroherc.hr</u> +385 52 530 720).

Passengers can contact this entity or, if necessary, with the competent authority (Ministry of Tourism - Independent Sector of Tourism Inspection, Tourist Inspection Service – Unit Pula, Tel. +385 52 555 805 / + 385 52 555 806, Bože Gumbca 36 Street, Pula, 52100, Croatia if the services are denied due to the insolvency of the Creativa plus tourist agency j.d.o.o.

Websites where you can find the Directive (EU) 2015/2302: <u>http://eur-lex.europa.eu/legal-content/HR/TXT/?uri=CELEX:32015L2302</u> and the Law on Providing Tourism Services: <u>https://narodne-novine.nn.hr/clanci/sluzbeni/2017_12_130_2982.html</u>

ANNEX II - Personal Data Protection Policy, in accordance with the General Data Protection Regulation - GDPR / Regulation (EU) 2016/679 of the European Parliament and of the Council

Creativa plus j.d.o.o . all personal information of the passengers collects, processes and stores in accordance with applicable legal regulations and regulations. Data processing implies any treatment with the personal data of the passenger from the moment of receipt. The data required for booking, the conclusion of the Contract and the later realization of the contractual obligations are given voluntarily by custome. The person who made the booking on behalf of multiple passengers confirms that he/she is authorized to represent all the passengers named in the reservation form and submit their data to the agency. Only necessary information is required from the passenger for the booking /

conclusion of the Contract and the provision / execution of the services in accordance with the Contract.

In cases where Creativa Plus j.d.o.o. is intermediary, and not a direct executor services and when to make the Agreement and the provision of services necessary to transmit certain data of passengers to the executor (eg. data required to produce an insurance policy with an insurance company, the information needed to book flights or boat tickets, rooming list that is provided accommodation unit, information on the guests collected by local tourist boards according to the legal provisions on residence tax, etc.) the contracting partner / executor undertakes to comply with the European Data Protection Act - the GDPR complies with the data in the contractual and legal obligations and undertakes to use the data solely for the purpose for which the buyer has a privation - the conclusion of the Contract and execution of contractual obligations and services.

The right to inspect passenger data / official documents that contain passenger data, according to the legal provisions, have the relevant authorities (competent inspections, police, judicial bodies). Authorized representatives of competent bodies may, if necessary, make copies of available documents, copy all storage system contents, and collect other relevant information. The legal basis for the transfer and processing of data for these purposes is the fulfillment of legal obligations.

The standard passenger information collected through the booking forms is: name and surname, address, date of birth, contact telephone / mobile phone number, contact email, self-signed signature (in case the passenger contracts the service personally in the branch office and fills the physical entry form, on the payment instrument (eg account number or card details in case of completing the remote authorization form).

In order to better organize travel and better service delivery, Creativa Plus j.d.o.o. it may ask the passenger for some additional information and data that the passenger voluntarily provides. In the case of pupil / student travel, in order to better organize the journey itself (allocation by accommodation units, buses, etc.), information about the educational institution that is currently attending is also collected from the passengers. In the case of contracting specific services , the Passenger of Creativa Plus has the right to request additional information (eg OIB, ID number or passport with expiration date, etc.) which should be forwarded to the contractual partners for the purpose of contracting and executing the requested service. In the case that a passenger delivers data from a category of specially protected personal data (eg health data), the passenger gives his / her privilege to process such data for the purpose of executing the Contract - provision of special services.

Creativa Plus j.d.o.o. collects and processes the following passenger data for the purpose of communicating with passengers, providing information on new offers, providing required information, and enforcing legal and contractual obligations: data that passengers enter into contact form on the official website www.golden-croatia.com and the associated sub-domains / project

pages organized by Creativa Plus ; data that passengers enter into pre-registration and newsletter forms; information provided by passengers via electronic mail / official correspondence.

While visiting a passenger web sites collected "cookies"

(Eng. Cookies - <u>http://www.allaboutcookies.org</u>) that enable enhanced search experience based on location, language, and other preferences and passenger preferences. Blocking a "cookie" passenger can still browse the page, but there is a possibility that some features and features will not be available. Also, each passenger has the option in Internet Browser settings that he uses at any time to delete and / or block "cookies".

The main systems through which data are collected and processed, or produced the necessary documentation, and communicating with passengers and carrying out marketing activities:

- Lemax (iTravel) Reservation System : <u>lemax.net/ privacy-policy</u>
- Payments account of Zagrebačka banka: zaba.hr
- Online payment via WSpay ™
- system: wspay.info/Repository/Documents/opci_uvjeti_koristenja_WSPay.pdf
- Gmail & Google: <u>https://cloud.google.com/security/gdpr</u>
- MailChimp : <u>https://mailchimp.com/legal</u>
- Facebook: https://www.facebook.com/business/gdpr

Ads that appear to a passenger through Google and social networks do not necessarily have to be the result of the collected passenger and / or "cookie information" as ads appear even in the case of deleting / blocking the same but less relevant content. More about the policy of advertising through Google and social networks, passengers can find on the official site of a particular service.

Travels and projects organized by Creativa Plus j.d.o.o., for the legitimate interests of the company and of the public interest, are subject to photographic and shooting by official photographers and cameramen as well as media representatives. It is about photographs and recordings made during public events (concert, party, group travel, etc.) on public areas / inside public spaces, the same being used in media releases as well as marketing promotions of events and travel itself, which does not violate the right Privacy Passengers.

Taking into account the legitimate interests of the passengers and the legitimate interests of Creativa Plus j. Ltd. , the contact information provided by the passengers is used to inform the passengers about: payment deadlines and debts for ongoing reservations; all relevant information or any modifications to the bids and contracts; final notices before the trip; discounts that the passenger can make; new offers that the passenger might be interested in based on the previously stated interest. The Passenger reserves the right to withdraw from the newsletter list at any time (by clicking "Exit") and will no longer receive notification of new offers and discounts. Likewise, the passenger may at any time re-apply to the newsletter list / renew his / her privacy to use the data for marketing purposes. The Passenger has the right to Creativa Plus j.d.o.o. request information about which personal information is processed and stored, as well as request correction in case of inaccurate data or deletion of certain data for which there is no legitimate basis for custody. About the solution of such a request Creativa Plus j.d.o.o. will notify the passenger within the statutory deadline of at least one month. This deadline, given the explanation given to the passenger, may, if necessary, be extended for an additional two months, taking into account the complexity and number of requests.

Creativa Plus j.d.o.o. can not comply with the Passenger's request for deletion of data and / or documents necessary for the execution of Contractual Services, as well as the data and / or documents required by the Agency to comply with statutory provisions until the expiration of the statutory deadlines of custody (eg bids, contracts, invoices, etc.).

The passenger can enforce his / her rights by submitting an application: by email to <u>info@golden-croatia.com</u> or by writing to the address of the head office - Creativa Plus j.d.o.o. , Radićeva 45, 52100 Pula, Croatia.

All the reasonable requirements of the passenger will be satisfied without charge and without unnecessary delay. Pursuant to Article 12, item 5 of the General Data Protection Act, if the passenger's claims are manifestly excessive, in particular due to their frequent recurrence, Creativa Plus j.d.o.o. will use the legal right to charge a reasonable fee for the administrative costs of providing information or refuse to act upon the request. In accordance with Article 14, the obligation to provide information is not imposed if the passenger already owns that information (he has previously been informed of which information has been provided), if the personal data record is prescribed by law (eg tourist records) and if the provision of information to the passenger is impossible or required disproportionate effort.

The Guardianship Authority in the territory of the Republic of Croatia is the Personal Data Protection Agency (Martićeva ulica 14, 10000 Zagreb, Croatia; azop@azop.hr; +385 1 4609 080).

The websites that you can find in Regulation (EU) 2016/679 of the European Parliament and of the Council: <u>http://azop.hr/images/dokumenti/626/opca-uredba.pdf</u> and the Implementation Act of the General Data Protection Regulation: <u>https://narodne-</u> <u>novine.nn.hr/clanci/sluzbeni/2018_05_42_805.html</u> RESPONSIBLE ORGANIZER: CREATIVA PLUS j. doo . Seat: Radićeva 45 , 521 00 Pula , Croatia ID code: HR-AB- 52 - 130057079 OIB: 30496363193 MBS: 130057079 (Court Register of the Ministry of Justice of the Republic of Croatia) Director : Jasna Mašinović Puh

In Pula , May 25, 2018