

General Terms and Conditions of Travel

The travel agency Pedal & Ride Experience, **a company of SJ Sales Consulting KG**, operates with its brands and web portals such as:

- www.parenzana-bike-tour.com

- www.pedal-and-ride.com

as well as events and partners

Istria300, Pedal Performance Group, Wörthersee Gravel Race, Bike Centre Poreč, Pedal Performance Group, JR Sport & Event Consulting KG

with the following topics on the market:

Exercise/Sport

Children's camps

Cycling holidays

Training camps

Group cycling holidays

Parenzana Bike Tours

Events

Pedal & Ride can act both as an organizer and as an agent for the trips offered. In the case of an intermediary, the travel contract is concluded with the local organizer; in this case, the travel conditions may differ from those of Pedal & Ride. All information required in this context, adapted to the trip, is available to the traveler before the contract is concluded. Together with the included data protection declaration, the information on consumer dispute resolution procedures and the corresponding legal regulations, the following travel conditions become part of the travel contract between the traveler and Pedal & Ride.

1 Conclusion of the travel contract

1. by registering, the traveller makes a binding offer to conclude a travel contract. The registration can be made verbally, by telephone, using a booking form (online or in printed form), by post, by e-mail or in any other written form and is also binding for all other named travellers. These Terms and Conditions of Travel are recognised as binding on behalf of the other named travelers.

2. The contract is concluded upon acceptance by Pedal & Ride or, in the case of arranged trips, by the respective organiser, by sending the booking confirmation/invoice (= package travel contract).

3. Additional agreements and changes to the concluded package holiday contract require written confirmation from Pedal & Ride. Customer requests are generally non-binding. Pedal & Ride will forward these, although this does not constitute a commitment, as their implementation is partly the responsibility of the respective service provider (e.g. allocation of rooms). Only confirmed customer requests are customer specifications within the meaning of the Package Travel Act.

2. Payment

After receipt of the booking confirmation/invoice, but at the earliest eleven months before the agreed end of the trip, a deposit of 20% per person is due. The final payment is to be made at the latest days before the start of the holiday, and the travel documents will be sent out step by step after receipt of the final payment, but at the earliest three weeks before the start of the holiday. For bookings made 14 days or more before the start of the holiday, the full travel price is due immediately. The relevant bank accounts and details for payment by credit card are stated on the booking confirmation/invoice. In the case of bank transfer, it must be ensured that the full invoice amount is credited. Any transaction costs for payment shall be borne by the traveller.

3. Cancellation by the traveller / substitute participant / rebooking

1. The traveller can withdraw from the contract at any time before the start of the trip, and the withdrawal must be declared in writing. In the event of withdrawal (= cancellation) or no-show, the following cancellation fees (= compensation for the tour operator) will be charged: Cancellation fees (= compensation)

- Up to 28 days before departure: 20 % of the tour price (= invoice amount), min. EUR 50, - (processing fee)
- From 27 to 14 days before the start of the trip: 30 % of the tour price
- From the 13th to the 8th day before the start of the tour: 50% of the tour price
- From the 7th to the 4th day before departure: 70% of the tour price
- From the 3rd day before departure: 100
- "No Show": 100 % of the tour price

In the event of cancellation: 100 % of the tour price. Credit notes or refunds will be issued for rental bikes or starting places served following the general terms and conditions of the partner companies. In the case of Istria300, the registration conditions and the associated flex option apply, which every participant must book when registering. The conditions of participation are also confirmed upon registration.

2. any registered traveler may, up to seven days before the start of the trip at the latest, be replaced by a suitable third party (cf. § 7 PRG or sections V. 1-4 of these travel conditions) and thus transfer the contract to a person who fulfils all contractual conditions. If a replacement person takes the place of the original traveler, this shall not affect the original contract. Both the original traveler and the replacement person shall be liable for any outstanding amounts. EUR 50 per rebooking will be charged for the cost of rebooking. This does not apply to services or tickets with binding personal details.

3. Travel cancellation insurance, including travel interruption insurance, is recommended to cover any cancellation fees (= compensation). For details of other recommended insurances, see section VI. 11.

4 Cancellation by Pedal and Ride

1. If the traveller does not pay the deposit and/or the balance following the agreed payment due dates and if the full invoice amount has not been received by 14 days before departure at the latest - although Pedal and Ride is willing and able to provide the contractual services properly and has fulfilled its statutory information obligations - Pedal and Ride shall be entitled to withdraw from the travel contract unilaterally and to charge the traveller withdrawal/cancellation fees in accordance with Section III. 1.

2. If Pedal and Ride is prevented from fulfilling the contract due to unavoidable and extraordinary circumstances, and if a declaration of withdrawal is received by the traveller immediately, but at the latest before the start of the package tour, Pedal and Ride may withdraw from the travel contract before the start of the trip against full reimbursement of all payments already made, but without payment of additional compensation.

3. if fewer people have registered for the trip than the minimum number of participants specified at the time of booking and the tour operator's cancellation notice is received by the traveller within the period of 21 days before the start of the trip specified in the contract, Pedal and Ride may withdraw from the travel contract against full reimbursement of all payments already made, but without payment of any additional compensation. In the case of trips with a minimum number of participants, it is recommended that the organisation of the arrival and departure only takes place after this period has expired.

4. Pedal and Ride may terminate the travel contract without notice if a traveller disrupts the trip on site or behaves contrary to the contract to such an extent that the immediate cancellation of the contract is justified.

5 Services

1. the scope of the contractual services shall be determined by the Pedal and Ride travel descriptions available at the time of booking for the respective travel period (season)

booked, but not by deviating declarations or promises made by local or hotel brochures or other third parties. Country-specific features, such as hotel categorisation according to stars or the scope of breakfast, must always be considered. The dates stated on the booking confirmation/invoice are binding.

2. the stage destinations listed are the most frequently travelled stage destinations. Possible deviations from the described itinerary for organisational reasons (e.g. road closures, business closures) are possible, but do not affect the nature and content of the tour. In individual cases, it is therefore possible to switch to a place in the immediate vicinity.

3. when planning the itinerary, great importance is attached to safe and low-traffic routing. Nevertheless, it is sometimes impossible to completely avoid road routes with heavy traffic. Any route sketches provided a rough overview of the route, but do not form the basis for an exact itinerary. All kilometres are approximate and may differ from the actual distance travelled.

4. the accommodation offered is selected with the utmost care within the categories specified in the tour description. Any deviations within a category can never be completely ruled out, but are generally compensated for by other features. With this in mind, we reserve the right to deviate from sample hotels.

The tour price is in Euro/EUR and per person in a double room. The first day of the basic package determines the season price. Any additional nights booked do not change the seasonal period. Exceptions and any surcharges are listed in the respective holiday description and can also be seen on the travel confirmation/invoice. Tourist tax must be paid separately on-site.

Discounts on the basic price and additional nights are usually granted for children travelling with us as the third person in a double room with two full-paying adults and passed on by us accordingly.

Any costs incurred locally (including accommodation/board for children, spa/local taxes or tourist taxes, accommodation/board/cleaning for dogs),, as well as excluded transport and services, will be indicated in the respective travel description.

If relevant for the provision of services, the language in which the listed services are provided will be indicated before a binding booking is made.

If the traveller does not make use of services included in the travel price that are available for use (e.g. boat/train trips, admissions, registration for sporting events, etc.), he/she shall not be entitled to a pro rata refund of the travel price.

6 Travel participation / liability / limitation of liability

1. The traveller must ensure before the start of the trip that all requirements for the start of the trip are met (e.g. full receipt of the invoice amount following the agreed payment due dates, independent arrival and departure to the starting point of the trip).

2. Participation in the trips offered is at your own risk. Minors may only take part in a trip if accompanied by a parent or guardian.

3. the traveller is responsible for ensuring that he/she is in good health to cope with the demands of an active trip (e.g. physical activity over several hours). Unfortunately, the trips offered are not suitable for people with reduced mobility.

Compliance with road traffic regulations is the responsibility of the traveller. In particular, it is the traveller's responsibility to clarify the suitability of any equipment brought along for the tours offered (e.g. own bikes brought along on non-asphalted sections, lights, etc.). No responsibility is accepted for damage to own bikes due to the route.

Pedal and ride is liable within the scope of the duty of care of a prudent businessman for the conscientious preparation of the trip, the careful selection and monitoring of the service providers. The service and travel descriptions (package) at the time of booking form the basis of the booking and the dates stated on the booking confirmation/invoice are binding.

For all transport (bus, ship, plane, etc.), the respective transport companies' carriage conditions apply.

If, for reasons beyond Pedal and Ride's control (e.g. conversions, renovations), planned service components such as tours cannot take place as planned, an alternative or equivalent replacement will be offered if possible, or the tour will be made up for elsewhere.

In the event of damage caused solely by a service provider selected by Pedal and Ride or which was not caused by Pedal and Ride either intentionally or through gross negligence, Pedal and Ride's liability for damage not resulting from injury to life, limb or health, irrespective of the legal grounds, shall be limited to three times the amount of the tour price.

In the event of loss or damage to luggage, Pedal and Ride is only liable if this was caused by Pedal and Ride and is reported immediately upon occurrence, but even then only up to a maximum of EUR 200 per person. No liability is accepted for Items that are not normally carried in luggage (e.g. laptops or similar electronic devices); means of payment of any kind; visual damage and damage to handles and wheels; damage to items of luggage whose total weight exceeds 20 kg.

1. the transport of passengers' own bicycles, both during a trip and on transfer trips, is only possible at the passenger's own risk. The fixed settings on the bicycle trailers are adapted to the tour operator bicycles normally used, so that even with the utmost care, circumstances (e.g. loosening of the holder) may occur with own bicycles which may result in slight damage, in particular damage to the paintwork. No liability can, therefore, be accepted for damage caused during transportation. This limitation of liability also applies to externally contracted transportation companies.

2. to cover the traveler for any risks, travel cancellation insurance including travel interruption insurance and, if applicable, insurance for taking your own bicycles with you is recommended in any case. Information on other insurance options, such as cover for the costs of assistance during the trip, including repatriation in the event of accident, illness or death, can be found at www.europaeische.at, depending on the trip booked.

7 Warranty

1. remedy: If the trip is not provided in accordance with the contract, it is the obligation of the traveler to demand remedy during his stay. What is in accordance with the contract is determined on the one hand by the service description on which the booking is based, and on the other hand by what is customary in the destination country (e.g. hotel categorization according to stars). Pedal and Ride may refuse to provide a remedy if it requires a disproportionately high effort or if it has been caused by the traveler himself, but is entitled to provide a remedy in the form of equivalent or higher quality replacement services. The traveler can only refuse such a replacement service for an important, objectively recognizable reason. The request for redress must be addressed to Pedal and Ride directly (contact details of the contact person can be found on the travel confirmation/invoice) or to the guest advisor on site. However, the guest advisor is not entitled to recognize claims.

1. reduction of the tour price: For the duration of a non-contractual provision of the tour until remedied by Pedal and Ride, the traveler may demand a corresponding reduction of the tour price after returning from the tour (reduction). The reduction shall not apply if the traveler culpably fails to report the defect to the bodies named in section VI. 1. in good time to enable them to remedy the situation or has caused this breach of contract themselves.

2. any claims should be made to Pedal and Ride immediately after the end of the trip or return.

8 Obligation to cooperate

1. The traveler must inform Pedal and Ride immediately if he does not receive the necessary travel documents up to 7 days before the start of the trip (contact details of the contact person can be found on the travel confirmation/invoice).

2. the traveler is obliged to do everything reasonable in the event of any service disruptions in order to help remedy the disruption and to keep any resulting damage as low as possible or to avoid it. In particular, complaints must be brought to the attention of the departments named in Section VII. 1. without delay. These are instructed to provide a remedy, insofar as this is possible.

3. If the traveler fails to report a defect to the bodies named in section VII. 1 (in good time) in order to enable them to remedy the defect, or if the traveler has caused the defect himself, this can be assessed as a failure to cooperate, insofar as this was basically possible for the traveler, as well as contributory negligence and reduce any claims.

9 Miscellaneous

1. the traveler is responsible for compliance with all passports, visa, customs and health regulations.

2. the traveler is liable for damage or loss to the equipment provided by Pedal and Ride for the duration of the trip.

3. all prices are quoted in Euro/EUR.

4. The place of performance is the registered office in Austria, 9500 Villach.

5. changes in travel descriptions and errors, misprints and miscalculations are reserved!

6. the ineffectiveness of individual provisions of these travel conditions or the travel contract does not result in the ineffectiveness of the entire contract. The wholly or partially ineffective provision shall be replaced by an effective provision that comes as close as possible to the economic and legal success of the ineffective provision.

10 Place of jurisdiction / Applicable law

1. the contractual relationship shall be governed by Austrian law to the exclusion of all conflict of law rules. UN sales law is expressly excluded.

2. The traveler can only sue Pedal and Ride at its registered office.

3. The tour operator's place of residence shall be decisive for legal action against the traveler, unless the action is directed against registered traders or persons who have no general place of jurisdiction in Austria. In this case, the tour operator's registered office is decisive.

11. Hedging of customer funds

In the event of insolvency, the following insurer and processor will step in as follows - per security certificate:

Europäische Reiseversicherung shall act as the liquidator. Travelers must contact the liquidator within 8 weeks if they are denied services due to the insolvency of SJ Sales Consulting KG. SJ Sales Consulting KG can be found on the website <https://www.gisa.gv.at/abfrage> GISA number 31305556

Information on statutory insolvency protection: SJ Sales Consulting KG has removed insolvency protection with Raiffeisenbank Oberes Mölltal.

You must notify SJ Sales Consulting KG immediately of any breaches of contract that you become aware of during the provision of the travel services agreed in the travel contract, taking into account the respective circumstances, via the above-mentioned contact.

Tour operator:

The insurance certificate is valid for the booker and all tour participants. The insurance certificate loses its validity when the booked trip ends.

The insurer shall ensure for the above package tour operator vis-à-vis the travelers that the following are reimbursed by the insurer.

1. the payments already made (deposits and final payments) if the travel services are not provided in full or in part due to the insolvency of the person entitled to provide them or if the service provider demands payment from the traveler.

2. the necessary expenses for the return transportation and, if necessary, the costs of accommodation prior to the responsibility for the transportation of persons - of the intermediary of linked travel arrangements and

3. if applicable, the necessary costs for continuing the package tour or the connected travel service arranged.

All claims must be filed with the liquidator within eight weeks of the occurrence of insolvency, failing which they will be forfeited. Details on the travel agency's right to exercise travel services can be found on the website <https://www.gisa.gv.at/abfrage> under the GISA number 31305556

12 ODR platform and consumer arbitration bodies

1. the European Commission provides an online dispute resolution platform for consumer disputes (ODR platform) at www.ec.europa.eu/consumers/odr. In case of complaints, **depending on the booked trip, sabine@rupitsch.com can be contacted.**

13 Privacy Policy

1. Data protection by Pedal and Ride: The processing of personal data of the client or its affected employees by Pedal and Ride to fulfil the contract is based on the voluntary consent of the client (e.g. in the case of special categories of personal data), the existing contractual relationship and statutory provisions. There is no obligation to grant consent (e.g. for special categories of personal data) and to conclude the contract. However, the order cannot be accepted if consent is not granted, or the contract is not concluded.

2. Further processing: Pedal and Ride will further process the data for the purpose of direct marketing in forms that do not require consent, such as the addressed postal dispatch of advertising, in a manner compatible to fulfil the contract. Further processing for the purpose of direct marketing in forms requiring consent, such as the electronic dispatch of advertising or the placement of personalised advertisements, will only take place based on additional voluntary consent from the client. There is no obligation to grant consent. Failure to grant consent would only result in the client not receiving any advertising in forms requiring consent.

1. disclosure: All data is subject to the agreed or statutory obligation to maintain confidentiality and to protect personal data. Except disclosure to typical business recipients such as banks, tax consultants, lawyers, shipping service providers, etc., the client's data will only be disclosed on a legal basis or in agreement with the client.

2. worldwide processing: The client consents to the worldwide processing of his data, in particular for the purpose of remote access by Pedal and Ride for the purpose of order-related processing operations, e.g. in emergencies during business trips by Pedal and Ride.

3. Storage period: The client's data will be stored for a maximum of thirty years after the orders are completed for documentation and the fulfillment of legal obligations.

1. Right of revocation: The client can revoke his consent at any time. In the case of written consent, the revocation can only be made in writing; in the case of consent to receive electronic advertising, this can also be done by clicking on the unsubscribe link. In this case, processing will be discontinued unless there is another legal basis. The legality of the data processed until the revocation is unaffected by the revocation.

2. Right to object: The client has the right to object to processing their personal data for direct marketing. In the event of an objection, your personal data will no longer be processed for the purpose of direct advertising.

3. Rights of data subjects: The client or its affected employees have the right to information, correction, and deletion of their personal data, the right to restriction of data processing, the right to data portability, and the right to complain to the data protection authority (Austrian Data Protection Authority, Wickenburggasse 8, 1080 Vienna, telephone: +43 / 1 / 53115-202525, e-mail: dsb@dsb.gv.at).