

## TRAVEL CONTRACT

### General Terms and Conditions

*Applies to any and all trips organized by Festival Travel International Ltd.*

(Festival Travel travel agency -1095 Budapest Soroksári út 48., registration number: U-001407; tax number: 24125262-2-43; company registration number: Cg.01-09-99162; data handling registration number: NAIH-73690/2014.; Supervisory and Registration Authority: MKEH 1124 Budapest, Németségi út 37-39. )  
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To all trips organized by Festival Travel travel agency (hereinafter as: **FT**), the provisions of paragraph 6:254. of the Hungarian Civil Code and those of the Government Regulation 472/2017. (XII. 28.) on Travel Contracts (hereinafter as: **R**), as well as the present General Terms and Conditions (**GTC**), and those set forth in the individual Travel Contracts, orders, order confirmations, and any other catalogues, information material handed over or published online (web) shall apply.

All information included in the online catalogues of **FT**, the description of the booked accommodation, the content of the online order, as well as present **GTC**, and all information provided in the course of concluding the individual contracts or in online confirmation shall all constitute an integral part of the travel contract.

### I. Conclusion and modification of the contract

1. The Travel Contract is concluded when Passenger has ordered the trip, has paid the advance of the participation fee or the participation fee in full, FT has registered the application, has notified Passenger of this in writing by handing over or sending a copy of the contract online. If the passenger does not provide a signed copy of the contract, but behaves as if they are participating (passenger pays fees, provides deposit, etc.), then the contract will be considered valid by FT.

In case Passenger (principal) does not act personally, his/her agent is also entitled to do so; in this instance, Passenger (principal) will become the subject of all rights and obligations resulting from the Travel Contract. Agent is obliged to hand over all documents and information he/she got into possession of in relation to the Travel Contract to principal promptly. Should the acting person fail to attach an authorization, FT is not obliged to investigate whether agent represents Passenger in a legal manner, and the acting person shall be financially fully responsible for FT and all potential damages and expenses arising in FT's scope of interest as a result of acting without a proper authorization.

Should Passenger provide false data (telephone number, email address, date of birth) when submitting an application, FT may not be held responsible.

2. The time period of the trips, the definition, category and quality of the individual services, the method of performance, the participation fee, and other conditions and important information are included in the online catalogue published by FT, as well as in the confirmation of the order. FT is obliged to notify Passenger promptly of any potential changes in the contracting data.

3. FT reserves the right to change the services included in the contract – namely: accommodation, transportation, programs –, as well as the right to modify them in proportion to the changes in exchange rates, within reasonable limits and within the same service category. FT must notify Passenger in writing of the fact of and reason for such changes promptly. In case Passenger does not challenge the modification within 3 days or immediately on the spot, it shall be regarded as if he/she accepted it.

4. Passengers should provide special requests to FT, who will try and honor the wishes of the passengers, but cannot guarantee their completion.

### II. Participation fee, payments terms

1. The participation fee includes the fees of the services defined in the program and the online catalogue, as well as FT's administrative and organization fees. The participation fee does not include visa fees, airport charges, the fees of facultative programs to be paid on the spot, the deposit, tourist tax, education, and any fees charged for taking luggage bags greater than specified on the website.

2. FT stated the prices in the online catalogue in EUR. The prices stated in HUF are only for information purposes. To payments completed in HUF, OTP's selling rate valid for the currency on the date of payment shall apply. The general calculation principles and any discounts and deadlines in relation to this are included in the online catalogue and in the information leaflets of the individual trips. In case FT modifies the participation fee by more than 8%, Passenger may withdraw from the contract within 3 days of receiving the notification on this, which he/she shall do in writing. In such an instance, FT refunds the paid participation fee in full.

3. Upon application, an advance is to be paid, which is 40% of the current participation fee, provided FT has not defined other conditions regarding this. The rest of the payment – the participation fee in full – is to be paid by Passenger no later than 45 days prior to departure, without any further notification. Should Passenger fail to do so, the Travel Contract is to be considered cancelled, and a forfeit is charged as per point III/3.

In case the Travel Contract is concluded less than 45 days prior to departure, then

the participation fee shall be due in full within 3 working days of order confirmation.

4. Should Passenger use such services that were not included in FT's program and have not been paid for in advance, he/she is obliged to pay for these on the spot and in the given currency. FT takes no responsibility for such services (meals, transportation, programs, etc.). FT provides information on any potential extra charges (tourist tax, deposit, etc.) to be paid on the spot in advance. FT is not responsible for the changes in the prices of these.

5. Depending on the prevalent system, payment methods defined by FT may either be cash or payment by bank card. If the Passenger uses other payment method, he has to pay the whole cost of the transaction, which is the following: foreign currency payment's cost is 0,5 % of the whole amount, at least 3,41 euro. This means: 5 euro if transferred in foreign currency, and a 0.5% increase, but no less than 3.41 euro if paid in cash.

6. In cases, where the payment is not done in cash, payment shall be considered fulfilled when the amount has been credited to FT's bank account.

7. Passengers have to make clear their claim to discounts upon order, and provide proof. Any claims for discounts after the contract has been drafted will be disregarded by FT.

8. If the passenger has any outstanding amount towards FT, then they are not allowed to check in to their accommodations until the bill is settled on the premises.

9. FT reserves the right to prepare special discounted packages for students, which can only be ordered if you are actively participating in higher education of some sort. FT reserves the right to check and inspect proof of enrollment, both upon initial ordering and when the trip begins. If passenger does not provide active student identification or other proof of enrollment, then they are obliged to pay the full price. Failure to do so may result in a ban and FT has the right to withhold service.

### III. Termination of the contract and its legal consequences (cancellation terms)

1. FT may withdraw from the contract 5 days prior to the planned start date of the trip by making a statement in writing. This may happen especially, but not exclusively when:

- upon concluding the contract, such unforeseen external circumstances arise (vis maior endangering human life, health, property security etc.), which make the performance of the travel impossible, or

- the number of applicants is less than the specified minimum number of Passengers.

Should the number of applicants for a bus trip be less than the minimum number of applicants specified by FT, FT may again withdraw from the possibility of starting the bus trip 5 days prior to the planned start date by making a written statement on it. In such an instance, the price of the bus trip is fully refunded. Should the method of travel be modified for such reasons, Passenger does not have the right to withdraw from the trip.

If the minimum headcount necessary for the bus is not meant, but FT still provides a bus, FT reserves the right to charge extra fees, which cannot exceed half of the full price of the bus. In these cases, passengers can choose if they want to pay the extra fee, or if they decline the contract.

2. In case FT withdraws from the contract for reasons falling outside the Passenger's scope of interest, Passenger may claim substitute services with at least a value equaling the originally offered services, provided FT has the possibility to ensure such. In case the substitute services are of less value than the originally offered services, FT is to refund the difference between the original and substitute services to Passenger. In the event FT is not able to provide substitute services,

or Passenger does not accept the offered substitute services, Passenger may claim the full refund of the paid participation fee, and may also claim an interest to be paid on the fee as defined in point b) in section (2) in paragraph 9 of the R.

3. Passenger may withdraw from the contract at any time prior to the start date of the trip by signing a statement either in writing or personally – or in writing by an authorized agent. The withdrawal from the contract enters into effect upon justified receipt of the signed statement by FT. Should Passenger not take part in the trip without prior written notification on this, it shall be regarded as withdrawal of the contract; in such an event, the date of withdrawal is the start date of the trip. In case Passenger withdraws from the contract not for reasons set forth in sections (2) or (6) in paragraph 8 of R, FT claims a forfeit, the rate of which depends on the date of withdrawal as per the below:

If withdrawal takes place:

- 35 €/person if cancelled after 60 days,
- If cancelled between 60 - 45. Days, then 10% of the total participation fee, but at least 80 €/person if the initial participation fee was paid in Euros.
- Cancellation between the registration and 61 days prior to the first day of the trip: 35 €/person;
- 60-45 days prior to the first day of the trip: 10% of the whole package price, but at least 80 €/person
- 44-35 days prior to the first day of the trip: 50% of the whole package price,
- 34-15 days prior to the first day of the trip: 90% of the whole package price,
- 14 days prior to the first day of the trip: 100% of the whole package price,

Passenger expressly consents to FT deducting the amount of the forfeit from the paid advance or participation fee.

4. If Passenger withdraws from the contract because FT intends to modify the content of the Travel Contract or the announced programs significantly, Passenger is entitled to the rights specified in point III/2.

5. If Passenger is excluded from the trip due to his/her own fault as a result of violating laws, or if Passenger excludes himself/herself, or Passenger decides not to use any services or does so for reasons falling within his/her scope of interest, Passenger does not have the right to claim the proportional refund of the participation fee, including FT's organization fee.

FT does not take any responsibility for such instances either, when Passenger is excluded from the trip due to violating respective laws and legal regulations. FT may not be obliged to mediate at local authorities. Should the representative of FT act as an intermediary, the costs of this will be charged to Passenger.

6. Upon modification of the ordered services, a modification fee of 13 EUR/person is to be paid. To all date and accommodation modifications within 60 days of the first day of the trip, those set forth in point III/2. shall apply. If the contract was modified within 7 days of the opening of the event, we have to charge a 20 €/occasion modification fee.

#### **IV. Passport, visa, transfer of rights, insurance**

1. Passenger is obliged to take care of his/her passport and visa, and must also comply with the current regulations regarding passports, customs, visa, foreign currencies, health matters, etc. All responsibilities, costs and damages arising from failure or violation are to be borne by Passenger, even in cases when these are not attributable to Passenger (e.g.: the passport was stolen).

Information on such regulations are available at the delegations of the destination country or at the Ministry of Foreign Affairs. It is Passenger's responsibility to obtain information on the route, as well as the destination and transit countries, and he/she shall be responsible for any obligations arising from failing to do so.

2. Passenger is entitled to transfer his/her right to the trip specified in the Travel Contract to a third person, provided FT takes note of this. Such third person shall comply with those set forth by the Travel Contract, and must acknowledge the Travel Contract by his/her signature, as well as pay any potentially arising extra costs. This modification costs 13 €/ person. If these modifications are a de within 7 days of the opening of the event, and FT is able to make good on the requested modifications, a 20 €/person modification fee will be charged. If modifications are made at the start of the trip, then FT will charge a 30 €/person, if FT can indeed honor those modifications.

3. The participation fee does not include the accident, health and luggage insurance, neither covers the cancellation insurance; these may be taken out at FT Travel Agency and other agencies based on current insurance offers. The costs of accident, health and luggage insurance are to be paid on top of the participation fee. Under no circumstances may FT be held responsible for damages arising from failing to take out a policy. Passenger agrees to pay any costs on the spot arising due to accident, illness or other damages, and FT or its representative may not be obliged to cover such costs. Passengers may validate their claims only by submitting the official minutes (hospital, police, accommodation provider) drawn up at the scene of the damage. Minutes may not be drawn up subsequently. Cancellation insurance may only be taken out upon payment of the advance.

4. FT warns all Passengers that certain sports (skiing, snowboarding, wakeboarding) require that a special "high risk sports" insurance policy is to be taken out.

5. FT warns all Passengers that it is especially dangerous to do any sports (e.g.: skiing, snowboarding, water skiing, wakeboarding) after consuming alcohol or drugs; doing so may result in the insurance company's exemption. 6. According to the passenger's explicit request that is addressed for the FT and without any obligation of participation of the passenger, FT directly takes out a policy of accident insurance, emergency medical insurance and/or baggage insurance, rather more trip cancelling insurance concluded with Európai Utazási Biztosító Zrt. (European Travel Insurance Company Ltd.) as his insurance partner relating to the passenger's requirements and the travelling contract concluded between the parties and also with the act of forwarding the passenger's necessary personal data found in this contract. Contact information of the insurance company is the following:

- The Company belongs to the Generali Group, which is listed in the Insurance Groups Register
- Insurance company's seat: 1132 Budapest, Váci út 36-38.
- License number of insurance activity: 373/1996
- Tax number: 12185960-4-44
- Court registration number: 01-10-043228
- Bank account number: 12001008-00178056-00100004
- Website: <http://eub.hu/>
- Customer service / damage adjustment: <http://eub.hu/kapcsolat/ugyfelszolgalat/>
- EUB assistance (non-stop) calling center: +36 1 465 3666

#### **V. Defective performance, responsibility**

1. Passenger shall be responsible for any damages caused during the trip to a third party.

2. In case the non-contractual delivery of performance or the damage the Passenger suffers can be traced back to reasons arising from Passenger's behavior, Passenger may not validate any claims against FT.

3. FT warns Passenger that all legal regulations of the Hungarian Republic as well as those of the destination country shall be complied with. In accordance with this, no drugs may be used or possessed during the trips. FT reserves the right to check compliance with this. Should this provision be violated or the checking process be hindered, FT reserves the right to exclude Passenger from the trip. In such an event Passenger may not claim the refund of the participation fee, nor may claim compensation from FT.

4. FT is responsible for performing the service even if it performs by contributors. FT is obliged to compensate the damages caused by violating the contract, except if it can prove that it has performed in such a manner that could generally be expected. In relation to damages arising from non-performance or defective performance of the travel agreement, FT excludes liability for the part exceeding twice the amount of the participation fees.

5. If FT performs the services not according to the contract, it is obliged to reduce the fee based on the agreement made with Passenger, or to compensate Passenger in any other way.

6. FT is obliged to assist Passenger, if he/she faces difficulties due to the following:  
- the defective performance of the Travel Contract can be traced back to the behavior of such a third person, who has no relation to performing the services defined in the contract, and despite due diligence FT may not have seen the failure, or could not eliminate it; or  
- vis maior circumstances.

Passenger is obliged to pay for any costs arising due to assistance. Any fees or costs incurred while providing help to the passenger must be paid by the passenger within 14 days. If these fees are not paid, FT will result to legal action.

7. Handling, keeping and refund (or in case of payments made by bank cards, the

unlocking) of the deposits paid at the accommodations is not our agency's duty; in questions regarding any potential deductions of deposits, the local staff is to decide.

8. If the passenger wishes to use a special tool or gear on the slopes, that is entirely the responsibility of the passenger. FT cannot and will not be accountable for damages incurred during use.

#### **VI. Bus services**

1. FT, or its contracted partner provides bus services for its Passengers to certain destinations. The buses follow a predefined route (which can be found in the online catalogue) and stop at only scheduled stops. Getting on and off the buses is only possible at the previously planned locations. Due to the great distances, unforeseen events and breakdown of the buses, the planned run times or routes may change. For delays arising from such events, FT may not be held responsible. FT is obliged to – considering its possibilities – take action to eliminate such failures and obstacles. For practical reasons, FT reserves the right to change the route.

On days of changeovers, the check-in and check-out times at accommodations do not follow the buses' schedules; therefore, longer waiting time shall be expected. In case of events with a large number of participants, several hours may pass between the arrival times of the buses and the check-in times to the accommodations, as well as between departure times and check-out times.

2. Due to the nature of certain trips and camps (e.g.: ski camp) – that is due to unfortunate weather and snow conditions -, FT is not liable for changing or cancelling the planned programs' dates; such circumstances do not impact the regulations regarding the right of withdrawal. Any extra costs arising from modifying the route due to unforeseen events (e.g.: accident, snow barrier) shall be borne by Passenger.

#### **VII. Air transport**

1. Liability of FT's air transport partner is limited by an international agreement, which was signed on 28<sup>th</sup> of May, 1999 in Montreal and announced in Law VII of 2005 on the convention for the unification of certain legal regulations on international air transport. FT's liability is limited by the liability of the air transporter. FT informs its Passenger that based on decree 261/2004/EK of the European Parliament and Committee dated 11 February, 2004, in cases of delays, cancellation of flights and denied boarding, Passenger has the right to demand certain services from the air transporter, and in certain cases may even claim compensation. Upon the occurrence of such problems, Passenger may submit such claims immediately and directly to air transporter.

2. FT does not sell airline tickets.

3. If a passenger wishes to have an airport transfer, FT can provide buses, but reserves the right to cancel a bus if the minimum headcount of 40 people is not available, but only 15 days before the start of the trip. In these cases, FT will not reimburse passengers for their airline ticket.

4. If a passenger wishes to have an airport transfer as discussed in section VII/3 of this document, and has bought the airline ticket for themselves, then FT cannot be held accountable for the lateness or tardiness of the passenger, as discussed in section VI/1.

#### **VIII. Hotels, accommodations**

1. FT communicates the types, the definition of the main characteristics, classification as per the host country, and the comfort level of the hotels and accommodations provided in the contract in the online catalogue, and in the individual Travel Contracts (order – confirmation) in writing. The stated categories of the accommodation are always in accordance with the local classification rules and do not necessarily meet the applied classification rules in Hungary. Further information on this can be obtained from the online catalogue.

2. All photo material of accommodations and their interiors (room interiors and other details) are for information purposes only. No hotel room or accommodation matching exactly the published photo materials may be guaranteed or demanded.

3. FT guarantees accommodation other than the generally provided (single bed, sea/mountain view, room with special amenities, etc.) only based on Passenger's preliminary order – and payment for such –, and upon written confirmation of this.

4. FT reserves the right to change the hotel or accommodation within the same price range and category.

5. If accommodations are accepted initially, there is no chance to swap or change accommodations later.

6. It is usual for accommodations (apartments and rooms) to have 2 beds in the dining room, and these beds, as well as the sofa bed are somewhat smaller than a normal, king size bed. There can be up to 2-5 beds in one room.

#### **IX. Objections, complaints**

1. Should Passenger have any complaints regarding the services, he/she should immediately inform the local service provider and the crew, who will then draw up the minutes and hand one copy to Passenger. For any damages resulting from delayed communication, Passenger shall be liable. The minutes shall include whether the responsible manager of the service provider has assessed the objection or complaint in merit, whether the complaint has been rejected, or any actions have been taken on the spot to remedy it, whether Passenger has accepted these actions, and if he/she reserves the objection completely or partially. The crew member shall include in the minutes what actions he/she has personally taken on the spot, as well as their outcomes. Minutes signed by the 2 parties shall be considered sufficient. If a representative of FT has received a report that does not necessarily mean that FT agrees with its contents.

2. In case the local service provider failed to remedy the complaint and there is no crew member available, Passenger is to inform that travel agency or service provider immediately, which FT has denoted on the voucher.

3. Should the local complaint not be sufficiently addressed for Passenger, he/she is to inform FT of this without delay at the following telephone number: **0036-70-339-6339**, and ask for assistance in the matter. Using the helpline does not substitute the compulsory drawing up of the minutes. You can make comments and make all claims on the general e-mail address: [utazas@meex.hu](mailto:utazas@meex.hu) Sending an e-mail is not a substitute for a detailed report.

4. Passengers may make complaints and lay claims to FT or the travel agency that is responsible for mediating those claims **for up to 5 days** after the end of the trip (starting the day after arriving home). These complaints will only be vindicated if a detailed report is included in the complaint, along with any and all documents that may be needed to judge the situation. FT is legally obliged to examine the case within 30 days of receiving the complaint, and to answer the claim in the manner befitting the complaint. An answer must be made by FT within 30 days of receiving the formal complaint.

5. FT would like to inform passengers, that in accordance with the 17/A § paragraph of the 1997. évi CLV. law, passengers can make formal complaints in person at the official headquarters of FT, which is the following address: 1095 Budapest, Soroksári út 48-54, or can send mail to the following mailing address: 1095 Budapest, Soroksári út 48-54. If complaints are made electronically, they can be sent to the following e-mail address: [utazas@festivaltravel.hu](mailto:utazas@festivaltravel.hu).

6. If the passenger has booked the trip through a travel agency, then any complaints or claims for reimbursement can be made through the travel agency as well, but can only lay claims to issues regarding the contract and the disclaimers within it. FT would like to inform passengers that the travel agent can only act on FT's behalf insofar as the contract is signed, and only in the issues contained within the contract.

7. If consumer protection laws are violated, the passengers can make complaints at the local government agencies responsible for the area, as the National Consumer Protection Agency has been closed as of 2016. December 31st.

The issues formerly under the jurisdiction of the Consumer Protection Agency are now under the jurisdiction of the Ministry for Innovation and Technology (whose address is: 1011 Budapest, Fő utca 44-50., mail address: 1440 Budapest, Pf. 1.).

8. Supervisory institution: Budapest Local Government, Department of Commerce, Firearms, Exports and Precious Metals, under the Sub-department of Tourism and Storage. Address: 1124 Budapest, Németvölgyi út 37-39., mailing address: 1534 Budapest BKKP, Pf: 919

4. Passenger is obliged to notify the agency or FT of any complaints unaddressed on the spot or objections reserved no later than 10 days from the actual end date (calculated from the day following the day of arriving home) of the trip, and minutes as well as other related documents must also be attached. FT is obliged to investigate the notification within 30 days and provide a written reply.

5. If Passenger has concluded the Travel Contract through an agency, he/she may submit a warranty or compensation claim directly to the agency; beyond this, only legal statements concerning the conclusion of the contract may be made at the agency. FT informs Passenger that agency acts as agent of FT exclusively in the course of concluding the travel contract.

#### **X. Luggage**

Passenger is responsible for the safekeeping of his/her luggage, except in cases, where FT's partner takes the luggage for safekeeping or transportation purposes and justifies this by a written inventory/luggage ticket. FT does not take responsibility for luggage lost on transportation vehicles, accommodation, program venues, or lost after unloading. Passenger is allowed to take 1 piece of large size, and 1 piece of small size luggage bag to the bus provided by FT or its partner – FT states the maximum dimensions (weight and size) of the allowed luggage bags on the website; for luggage bags exceeding the stated dimensions a fee of 30 EUR will be charged. In case of winter trips, an additional ski or snowboard equipment luggage bag is also allowed (ski + ski poles or snowboard + bindings and ski/snowboard boots). No other items are allowed to be packed into the equipment luggage bag. Should Passenger not comply with this rule, FT takes no responsibility for the damage/safekeeping of the additionally packed items. Under no circumstances may the quantitative restrictions of the luggage bags be exceeded. To all travels by air, the air transporter's luggage rules shall apply. FT does not undertake to transport the luggage bags of those traveling by air. A separate truck is available for carrying this equipment for passengers from Budapest. The bags that the equipment is in can only house the equipment itself. If the passenger puts anything else in the bags, FT is not responsible for the safety and physical well-being of those objects. Parcels that do not fit on the bus will be taken via a separate truck. You will receive a ticket with which you can claim your gear. The amount of gear taken cannot be exceeded under any circumstances. If you are traveling via airplane, please refer to the guidelines provided by your airline.

#### **XI. Liability insurance, exclusive jurisdiction**

1. FT's contracted partner regarding its statutory financial security is Európai Utazási Biztosító Zrt. insurance company (address: 1132 Budapest Váci út 36-38., telephone: +36-1-452-3313). Should FT fail to fulfill its obligations regarding travel, home transportation or refunding, Passenger may also contact the insurance company directly.

2. Parties shall aim to peacefully settle any potential disputes arising regarding trips organized by FT. In the absence of agreement, Parties submit to the exclusive jurisdiction of the Central District Court of Buda, or depending on competence, to the exclusive jurisdiction of the Capital Court in all lawsuits.

The General Terms and Conditions are in effect from the date of announcement until revoked, and shall be considered as parts of the Travel Contracts concluded within the effective period.

#### **XII. Miscellaneous**

1. Passenger notes that FT, its contracted partners, contributors, media partners (in accordance with the provisions of the separate contracts applying to them), other Visitors and other third parties may make sound and video recordings at the events. Accordingly, passenger expressly consents to recording and publishing his/her face, appearance and manifestations, with the condition that the publishing of his/her name is only possible upon his/her express consent.

In case passenger is a public figure, publishing his/her name is possible even without his/her express consents. On recordings made as per the above, author gains unlimited, transferable and exclusive right to use with regards to the Passenger in time and space, as well as method of use. In relation to the Passenger, FT and any other persons authorized by FT have the right to utilize, use (especially for advertising the Events), multiply, announce, alter, publicize and expose to the public, as well as market the recordings without having to provide any compensation to passenger for this.

21. At the Event venues, FT ensures compliance with the behavioral and security regulations by competitive and licensed professional partners.

3. The consumption of drugs – in accordance with the effective laws – is also prohibited at the event venues.

4. No commercial or marketing activities may be conducted at the events without the written approval of the organizers.

5. No alcohol is served at the refreshment units to people under the age of 18 or to intoxicated persons.

6. Having regard to the large number of participants at the events, Passengers are sent a travel voucher and 1 comprehensive common information letter. These information letters are freely available at the website, and their attachments may be

the following: room assignment (name of the group, method of travel), bus assignment (name and telephone number at the minimum), insurance lists (name and date of birth at the minimum), instruction and rental lists (names at the minimum).

Where appropriate, FT reserves the right to modify the assignments published on the Internet.

7. Please take extra care of natural values and do not litter! The organizers do not take any responsibility for potentially caused personal and material damages.

8. FT reserves the right to change the programs.