

REGULATIONS FOR PARTICIPATION IN THE CRUISE

AS PART OF THE "CROSS ODER" PROJECT

Organiser: Żegluga Szczecińska Turystyka Wydarzenia Sp. z o.o. with its registered office in Szczecin

The Regulations shall become effective as of 20 June 2026.

§ 1. Definitions

1. Whenever the following terms are used in these Regulations, they shall be understood to mean:

- 1) "Organiser" – Żegluga Szczecińska Turystyka Wydarzenia Sp. z o.o., with its registered office in Szczecin at ul. Tadeusza Wendy 8, 70-655 Szczecin, Tax Identification Number (NIP) 8510207224, National Court Register (KRS) number 0000292505, Business Registry Number (REGON) 000145052;
- 2) "Project" – the "Cross Order" project No. INT0700177, co-financed by the European Union under the Interreg VI A Cooperation Programme Mecklenburg-Western Pomerania / Brandenburg / Poland 2021-2027, specific objective 4.6: Culture and sustainable tourism;
- 3) "Cruise" – a paid service for the carriage of passengers by inland waterway vessel, provided for tourist, recreational or leisure purposes, on the dates and along the route specified in the Organiser's offer;
- 4) "Ship" or "Vessel" – a vessel intended for the carriage of passengers, used in the operation of the Cruise;
- 5) "Shipmaster" – the person in command of the Ship, responsible for the safety of navigation, passengers and crew, including the issuing of binding orders regarding order and safety on board the Ship;
- 6) "Passenger" – a natural person travelling on the Cruise on the basis of a valid ticket or a free ticket, including a minor travelling on the Cruise under the supervision of an adult;
- 7) "Ticket purchaser" – a person who has purchased a ticket for the Cruise for themselves or for other Passengers;
- 8) "Ticket" – a document, including in electronic form, confirming the conclusion of a contract and entitling the holder to take part in the Cruise on the date and along the route specified in the ticket or in the Organiser's offer;
- 9) "Website" – the Organiser's website at the address www.visitszczecin.eu;
- 10) "Ticket Service" – the external ticketing service kicket.com, through which tickets for Cruises may be sold.

§ 2. General provisions

1. These Regulations set out the rules governing the purchase of tickets and Passengers' participation in Cruises organised as part of the Project.

2. The Regulations are made available free of charge prior to the conclusion of the contract, in particular on the Website, via the Ticket Service, at the Organiser's offices and – at the Passenger's request – in hard copy or by e-mail.
3. By purchasing a ticket, you agree to the Regulations as in force at the time of purchase. Amendments to the Regulations do not affect the rights acquired by Passengers who purchased tickets before the amendments came into force, unless the amendment results from mandatory legal provisions or is to the Passenger's advantage.
4. The Organiser may communicate with Passengers via the following means of communication: e-mail: cit@zstw.szczecin.pl, phone: +48 91 434 04 40, correspondence address: ul. Tadeusza Wendy 8, 70-655 Szczecin.
5. In any matters not governed herein, the provisions of generally applicable law shall apply, in particular the Civil Code, the Transport Law Act, the Consumer Rights Act, the Inland Waterways Act, and the relevant regulatory and safety provisions relating to navigation.

§ 3. Offer, tickets and prices

1. Information on routes, dates and departure times for the Cruises, boarding points and seat availability and ticket prices is published on the Website, via the Ticket Service or provided directly by the Organiser.
2. A contract for participation in the Cruise is concluded upon the purchase of a ticket or the collection of a free ticket, if the Regulations or the offer stipulate an obligation to collect a free ticket.
3. Tickets can be purchased via the Ticket Service or directly from the Organiser, at the locations, on the dates and in accordance with the terms and conditions specified in the offer. Direct sales prior to the start of the Cruise are only possible if there are places available.
4. Ticket prices are gross prices and include VAT where applicable. If you purchase a ticket via the Ticket Service, a service charge may be added to the ticket price in accordance with the Ticket Service's regulations.
5. Ticket prices:
 1. normal return ticket – PLN 60;
 2. reduced-fare return ticket for children under 12 – PLN 40;
 3. normal one-way ticket – PLN 40;
 4. reduced-fare one-way ticket for children under 12 – PLN 30;
 5. return family ticket for 2 adults and 2 children – PLN 180;
 6. one-way family ticket for 2 adults and 2 children – PLN 120;
 7. bicycle transport – PLN 10, regardless of the type of ticket;
 8. a child under 3 – free ticket; however, such a ticket must be collected before the Cruise if required by the booking system or due to a limit of places on the Ship.
6. A family ticket is available to a group comprising two adult carers and two children eligible for a reduced-rare ticket.

7. A ticket is a bearer ticket, unless it is stated in the ticket, the offer or the Ticket Service's terms and conditions that the ticket is issued in a specific person's name.
8. The Organiser reserves the right to refuse boarding to any person who fails to produce a valid ticket, a free ticket or a document confirming entitlement to a reduced-fare ticket, where such a document is required.
9. Passengers should arrive at the point of departure no later than 15 minutes before the Ship's scheduled departure time. Failure to arrive by this date may result in the loss of the opportunity to take part in the Cruise, with no entitlement to a refund of the ticket price, unless mandatory legal provisions provide otherwise or the Organiser decides otherwise in the Passenger's favour.
10. In the case of tickets purchased remotely or outside the business premises, the Passenger is not entitled to the statutory right to withdraw from the contract if the Cruise constitutes a service related to leisure, a tourist, recreational or cultural event, and the contract specifies the date or period during which the service is to be provided. This provision does not limit the Passenger's rights in the event of non-performance or improper performance of the contract by the Organiser.
11. A Passenger's decision to withdraw from the Cruise does not constitute grounds for a refund of the ticket price, unless the offer, the Regulations of the Ticket Service, individual arrangements with the Organiser, or mandatory legal provisions provide otherwise.

§ 4. Organisation of the Cruise

1. Cruises take place in accordance with the timetable published on the Website or via the Ticket Service, subject to any changes permitted under the Regulations.
2. The Organiser conducts the Cruise in accordance with the rules of safe navigation and using a Ship authorised to carry passengers in accordance with the relevant provisions.
3. Passengers are required to comply with the instructions of the Shipmaster, crew members and persons acting on behalf of the Organiser, in particular instructions concerning safety, order, boarding and disembarking the Ship, seating arrangements, the carriage of luggage, bicycles or animals, and behaviour during manoeuvres.
4. Passengers should exercise particular caution throughout the Cruise, as well as when boarding and disembarking from the Ship, and whilst at ports of call and mooring points.
5. During manoeuvres in port, when passing under bridges, whilst transiting locks, when mooring at a jetty, when casting off from a jetty, and in other situations as indicated by the crew, it is forbidden to lean over the ship's safety railings, to cross their line, or to be in prohibited areas.
6. Minors may only take part in the Cruise if accompanied by an adult guardian. The guardian is responsible for the minor's safety and for their behaviour during the Cruise.
7. People with disabilities, people with reduced mobility and those requiring special assistance should, where possible, inform the Organiser of their needs before purchasing a ticket or

immediately after doing so, in order to arrange for safe boarding of the Ship and participation in the Cruise. The absence of prior information does not deprive the Passenger of their rights under the law; however, it may limit the ability to provide assistance if this is due to the technical conditions of the Ship, the port or the safety of navigation.

8. Every Cruise undertaken as part of the Project involves crossing the national border between the Republic of Poland and the Federal Republic of Germany. Passengers are required to carry a valid identity document entitling them to cross the national border, in particular an identity card or passport, if required for the Passenger in question. Passengers are responsible for complying with the requirements relating to crossing the border. The absence of the required documents or a refusal by the relevant authorities to allow the Passenger to cross the border for reasons attributable to the Passenger shall not constitute grounds for a refund of the ticket price.

§ 5. Changes, cancellation or interruption of the Cruise

1. The Organiser may cancel the Cruise, change its departure time, mooring location, order of stops or route, or interrupt the Cruise if this is justified on safety, organisational, technical or legal grounds, in particular in the event of:

- 1) a breakdown or damage to the Ship;
- 2) force majeure events;
- 3) adverse weather, hydrological or navigational conditions;
- 4) water levels exceeding the warning or alarm levels, or other circumstances affecting the safety of navigation;
- 5) the closure, by the competent authorities, of all or part of a waterway;
- 6) decisions, orders or recommendations issued by the competent authorities, services or maritime administration;
- 7) the inability to board the Ship, disembark from the Ship or continue the Cruise in safety.

2. A change to the departure time of the Cruise, the mooring location, the order of stops or the Cruise route does not constitute grounds for a refund of the ticket price if the Cruise was carried out in accordance with its essential purpose and the change did not have a significant impact on the service provided to the Passenger.

3. If the change referred to in paragraph 2 is significant and is made before the start of the Cruise, the Passenger may withdraw from the Cruise and receive a refund of the ticket price, unless they accept an alternative date or an alternative arrangement proposed by the Organiser.

4. If the Organiser cancels the Cruise before it begins, the Passenger shall be refunded the ticket price within 7 days of the date of cancellation, unless they agree to take part in another Cruise or accept an alternative arrangement.

5. The ticket price shall be refunded using the same method as that used for payment, unless the Passenger expressly agrees to a different method of refund which does not entail any additional costs for them.

6. The Shipmaster may interrupt the Cruise, shorten the route or order a return to port in any instance where there is a suspected threat to life, health, property, the environment or the safety of navigation.

7. In the event of the Cruise being interrupted, the Organiser shall assess whether a full or partial refund of the ticket price is warranted, taking into account the reason for the interruption, the extent to which the Cruise has been completed, and any mandatory legal provisions. If the Cruise is interrupted for reasons attributable solely to the Passenger, no refund of the ticket price shall be granted.

§ 6. Safety rules and prohibitions

1. The following are prohibited on board the ship and in any premises associated with the organisation of the Cruise:

1) bringing on board or possessing weapons, ammunition, explosives, pyrotechnic materials, flammable materials, hazardous substances, sharp instruments or any other objects that may pose a threat to persons, property, the Ship or the environment;

2) bringing in or possessing narcotic drugs, psychotropic substances, substitute substances or new psychoactive substances;

3) use of open flames;

4) smoking tobacco products, using e-cigarettes or similar devices;

5) consuming alcohol brought on board, as well as consuming alcohol in a manner that disrupts the order or safety of the Cruise;

6) throwing any objects, waste or substances into the water or onto the marina grounds;

7) entering the wheelhouse, technical rooms, areas reserved exclusively for the crew, or other areas marked as off-limits to passengers;

8) sitting or standing on railings, barriers, ship's sides, structural elements or fittings not intended for that purpose;

9) blocking passageways, entrances, exits, escape routes or areas designated by the crew;

10) behaviour that is aggressive, obscene, vulgar, discriminatory, or which breaches public order, public decency or the personal rights of others;

11) feeding wild animals and engaging in activities that may pose a threat to the natural environment;

12) carrying out commercial, advertising, canvassing, campaigning or fund-raising activities without the Organiser's prior consent.

2. The Shipmaster is entitled to refuse a Passenger boarding the Ship or, within the limits permitted by law and having regard to safety regulations, to remove a Passenger from the Ship or from the place where the Cruise is taking place, if the Passenger:

- 1) breaches the Regulations or fails to follow the crew's instructions;
- 2) is under the influence of alcohol, narcotics or substances with similar effects to such an extent as to endanger safety or public order;
- 3) poses a threat to life, health, property, the environment, the safety of navigation or the continuity of the Cruise;
- 4) behaves aggressively, persistently and in a nuisance manner, or infringes upon the personal rights of others;
- 5) refuses to produce a ticket, a document proving entitlement to a reduced fare, or an identity document required in connection with crossing the border.

3. Refusal to take part in the Cruise or the removal of a Passenger for reasons attributable to the Passenger shall not constitute grounds for a refund of the ticket price, unless mandatory provisions of law provide otherwise.

§ 7. Luggage, bicycles and pets

1. A Passenger may bring hand luggage on board provided that its size, weight, contents and manner of carriage do not hinder other passengers' use of the Ship and do not adversely affect the safety of the voyage.

2. The Organiser may refuse to accept luggage, a bicycle or any other item if, due to its nature, size, weight, condition, method of securing or the conditions of the Cruise, its carriage could pose a threat to the safety, order, property, environment or comfort of other Passengers.

3. Bicycles may only be carried up to the number specified by the Organiser and upon purchase of an additional ticket for the bicycle, unless otherwise stated in the offer.

4. Passengers are required to load, unload and secure their bicycles themselves, in accordance with the crew's instructions. If the crew are assisting with loading or unloading, Passengers should cooperate with the crew and follow their instructions.

5. The organiser shall be liable for any damage to, loss of or destruction of the Passenger's luggage, bicycle or other belongings in accordance with the provisions of mandatory law.

6. Pets may be carried on board under the supervision of their owner or carer, provided that the animal does not pose a threat or cause undue inconvenience to other Passengers, the crew or the Ship.

7. The animal must remain under the constant supervision of its owner or carer for the entire duration of the Cruise. Dogs must be kept on a lead and, where required by law, the breed, the dog's behaviour or a crew member's instruction, must also wear a muzzle.

8. The owner or carer of a pet is liable for the pet's behaviour and for any damage caused by the pet, in accordance with the provisions of the law.

§ 8. Damages and liability

1. Passengers shall be liable for any damage caused to the Organiser, other Passengers, crew members or third parties through their own fault, in particular for damage to or destruction of equipment, technical devices, parts of the Ship, marina infrastructure or the property of other persons.
2. In the event of damage, a breakdown, a hazard or an accident, Passengers should immediately inform the Shipmaster, a member of the crew or the Organiser.
3. The Organiser shall not be liable for any items left by a Passenger on the Ship, at ports of call or in other locations associated with the Cruise, unless the Organiser's liability arises from mandatory provisions of law.
4. No provision of these Regulations shall exclude or limit the Organiser's liability for damage caused to a Passenger intentionally, for personal injury, or in any other cases where the exclusion or limitation of liability would be unlawful.

§ 9. Complaints

1. A passenger may lodge a complaint regarding non-performance or improper performance of the contract:
 - 1) in writing to the following address: Żegluga Szczecińska Turystyka Wydarzenia Sp. z o.o., ul. Tadeusza Wendy 8, 70-655 Szczecin.
 - 2) by e-mail: sekretariat@zstw.szczecin.pl
2. Where possible, the complaint should include:
 - 1) the first name and surname, and contact details, of the person making the complaint;
 - 2) the ticket number, transaction number or other details enabling the Cruise to be identified;
 - 3) the date and time of the Cruise;
 - 4) a description of the incident giving rise to the complaint;
 - 5) the Passenger's request or the expected manner in which the complaint will be dealt with;
 - 6) any documents or information supporting the complaint, if the Passenger has them.
3. If a complaint does not contain the information necessary for it to be considered, the Organiser may ask the Passenger to provide the missing information, specifying what is missing and setting a reasonable deadline for providing it.
4. The Organiser shall consider the complaint and respond within 14 days of receiving it, unless mandatory legal provisions stipulate a more favourable time limit for the Passenger.
5. A response to the complaint shall be provided in the same form in which the complaint was submitted, unless the Passenger specifies a different form of response.
6. If the Organiser accepts the complaint in full or in part, it shall inform the Passenger of the manner and timeframe for resolving it.

7. The complaints procedure does not limit the Passenger's right to pursue claims through the courts or to make use of alternative dispute resolution mechanisms, where available.

8. A passenger who is a consumer may seek assistance from the relevant municipal or district consumer ombudsman, in particular the Municipal Consumer Ombudsman in Szczecin, pl. Armii Krajowej 1, 70-456 Szczecin, or to the relevant Voivodeship Trade Inspection Authority.

§ 10. Project branding and documentation

1. During the Cruises, photographs and audio-visual recordings may be taken to document the progress of the Project.

2. The materials referred to in paragraph 1 may be used by the Organiser for information, promotional, documentation, reporting and archiving purposes relating to the Project, in accordance with the law, in particular Article 81 on the protection of image rights and personal data.

§ 11. Personal data protection

1. The data controller for Passengers' personal data processed in connection with the organisation of cruises is Żegluga Szczecińska Turystyka Wydarzenia Sp. z o.o. with its registered office in Szczecin at ul. Tadeusza Wendy 8, 70-655 Szczecin.

2. Personal data may be processed, in particular, for the purposes of concluding and performing a contract, handling ticket sales and bookings, handling complaints, ensuring the safety of the Cruise, documenting and accounting for the Project, fulfilling the Organiser's legal obligations, and pursuing or defending claims.

3. The legal basis for data processing is, in particular, Article 6(1)(b) of the GDPR, Article 6(1)(c) of the GDPR and Article 6(1)(f) of the GDPR, and, in cases where consent is required, Article 6(1)(a) of the GDPR.

4. Personal data may be transferred to entities providing the Organiser with technical, IT, accounting, legal, ticketing, payment, promotional or archiving services, as well as to entities and authorities authorised under the law or documents relating to the settlement of the Project.

5. When purchasing a ticket via the Ticket Service, Passengers should also familiarise themselves with the information on the processing of personal data provided by the operator of that service.

6. Personal data shall be retained for the period necessary to fulfil the purposes for which it was collected, and thereafter for the period required by law, as set out in the Project documentation, or for the period during which claims may be brought.

7. The data subject has the right to access their data, to have their data rectified, to have their data erased, to restrict processing, to data portability, to object to processing, and to withdraw their consent where processing is based on consent, without this affecting the lawfulness of any processing carried out prior to such withdrawal.

8. The data subject has the right to lodge a complaint with the President of the Personal Data Protection Office.

9. Detailed information regarding the processing of personal data, including the contact details of the Data Protection Officer, if one has been appointed, is available in the Organiser's Privacy Policy published on the Website.

§ 12. Final provisions

1. The Regulations shall be governed by Polish law. The choice of Polish law does not deprive a Passenger who is a consumer of the protection afforded to them under the mandatory provisions of the applicable law in cases where the law does not permit the exclusion of such protection.

2. In any matters not governed herein, the provisions of generally applicable law shall apply, in particular:

3. Any disputes arising in connection with these Regulations or participation in the Cruise shall be settled by the competent civil court in accordance with the law. This provision does not limit the consumer's rights arising from mandatory provisions on the jurisdiction of the court.

4. If any provision of these Regulations is found to be invalid or unenforceable, this shall not affect the validity of the remaining provisions of these Regulations. Where a provision is invalid or ineffective, the relevant provisions of law shall apply.

5. The Regulations shall come into effect on 20 June 2026.

PRESIDENT OF THE MANAGEMENT BOARD

Ireneusz Nowak