

General Conditions of Contracts for the Provision of Tourist Services "SUMMER OFFER"

Amended and valid from 14th Mai 2018

These GENERAL CONDITIONS OF CONTRACTS FOR THE PROVISION OF TOURIST SERVICES constitute an integral part of contracts for the provision of tourist services and specify the rules for participation in the **summer events** organised by STRAMA Sport and Tourism Strama Katarzyna, hereinafter referred to as the Organiser. The Organiser conducts economic activity on the basis of an entry in the Central Registration and Information on Economic Activity under the number 451/00. NIP (Tax Identification Number) number: 736-139-83-41 REGON (National Official Register of Economic Entities) number: 492448038 Based on an entry in the Central Register of Tourism Organisers and Intermediaries under the number Z/26/2006, STRAMA Sport and Tourism organises tourist events and intermediates on behalf of clients in concluding contracts for the provision of tourist services in the country and in the European countries.

The Organiser's registered office is located at ul. Balzera 30 in Zakopane, tel. 18 20 114 42, website www.strama.turystyka.pl, e-mail: strama@nosal.pl. The Organiser also conducts its economic activity at the following addresses: ul. Balzera 19C, ul. Krupówki 58, ul. Droga na Gubałówkę 2A/3, as well as seasonal branch offices not listed herein. Telephone information: 18 20 116 46, 18 20 63 813.

The terms used in the General Conditions of Contracts for the Provision of Tourist Services shall be understood as:

- 1) tourist services - guiding services, hotel services, and any other services provided for tourists
- 2) tourist event - at least two tourist services forming a programme and covered by a joint price if these services include accommodation or last more than 24 hours, or if the programme provides for a change to a place of stay
- 3) trip - a kind of tourist event whose programme includes a change of its participants' stay
- 4) organisation of tourist events - preparing or offering and realising tourist events
- 5) tourism organiser - an entrepreneur organising a tourist event
- 6) tourist guide - a person who professionally guides tourists or visitors around particular areas, places and objects, and gives professional information about them, as well as exercises care over the tourists or the visitors to the extent resulting from the contract.
- 7) tour leader - a person accompanying tourist event participants on behalf of the tourism organiser, who exercises care over them and oversees the way of providing services to their benefit, as well as gives basic information about the country and place being visited
- 8) tourist - a person who travels to another place outside his/her permanent place of residence for a period not exceeding 12 months, for whom the purpose of journey is not to undertake a permanent job in a place being visited and who uses accommodation for at least one night
- 9) client - a person who is going to conclude or has concluded a contract for the provision of tourist services to his/her own benefit or another person; and the conclusion of this contract does not constitute the subject of economic activity of his/hers and the person to the benefit of whom the contract has been concluded, as well as the person to whom the right to benefit from the tourist services covered by the previously concluded contract have been granted.

1. Trip/tourist event preliminary reservation

1.1 A reservation made by the Client allows him/her to participate in a trip/tourist event and is treated as a proposal of concluding a contract with STRAMA Sport and Tourism for the organisation of the trip/tourist event, hereinafter referred to as the contract for the provision of tourist services. The reservation shall be made in writing, verbally, or by telephone and e-mail via the website www.strama.turystyka.pl.

1.2 While making the preliminary reservation, the Client receives from the Organiser a confirmation of the trip/tourist event reserved - the written confirmation in the case of making the reservation at one of the Organiser's offices or the e-mail confirmation in the case of on-line reservation or the verbal confirmation in the case of telephone reservation.

1.3 The preliminary reservation shall be considered as the unpaid reservation. The validity of the preliminary reservation amounts to 24 hours, unless the parties agree otherwise, and it shall be confirmed. After the agreed time, the preliminary reservation shall be cancelled.

1.4 The preliminary reservation shall be made a minimum 48 hours in advance of any trip/tourist event.

2. Conclusion of the contract for the purchase of the trip/tourist event

2.1 After effecting a payment for the trip/tourist event, the Client receives from the Organiser a confirmation of purchase (receipt or invoice) along with required documents: tickets, trip/tourist event programme, general conditions, and - in the case of tourist events abroad - detailed information about insurance.

2.2 The offer presented and the General Conditions of Contracts for the Provision of Tourist Services are inseparable elements of each contract.

2.3 The signature on the application form and the contract is tantamount to accepting the offer and the General Conditions of Contracts for the Provision of Tourist Services. This also serves as a confirmation of receiving the information required by Article 13 of the Act of 29 August 1997 on Tourism Services (Journal of Laws of 2004, No. 223, item 2268, as amended), i.e. general information about the applicable passport requirements, personal accident insurance, medical treatment costs, as well as resignation costs. The signature on the contract also provides for consent to the processing and sharing of personal data, but only for the purposes of the contract.

2.4 If the reservation is made for a few persons, the person making the reservation by e-mail or at one of the Organiser's offices, whose signature is on the contract, acts on behalf of all declared participants of the trip/tourist event, and therefore, takes responsibility for fulfilling the provisions of the contract by these participants.

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3. Effecting a payment for the trip/tourist event

3.1 While concluding the contract through an on-line reservation system, e-mail or telephone for one- or two-day trip, or at the request of a particular group, the Client effects a total amount of due or advance payment.

3.2 The advance payment confirming the validity of reservation shall amount to:

- 20zł/pers. in the case of individual clients for one-day trips
- 50zł/pers. in the case of individual clients for two-day trips
- 40% of the total price of the event reserved according to the accepted group offer

The remaining amount of payment for the event shall be effected:

- not later than 3 days before the event - in the case of individual clients for one-day trips
- not later than 31 days before the event - in the case of individual clients for two-day trips
- not later than 21 days before the event - in the case of group clients, unless the arrangements made in writing with STRAMA Sport and Tourism provide otherwise

3.3 In the case of payment effected for the first- or last-minute event, the total amount of due payment shall be required.

3.4 The advance or total due payment shall be transferred into the following bank account: STRAMA Sport and Tourism Strama Katarzyna, ul. Balzera 30, 34-500 Zakopane, Bank: BNP Paribas/Branch Office in Zakopane: 68 16 00 1042 0002 0141 9804 5001 with a date and trip/event name, as well as participants' surnames in a transfer title

The payment date shall be deemed effected when the advance or total due payment has been credited to STRAMA Sport and Tourism bank account.

In the case of lack of advance payment on due date, the contract shall not be concluded.

3.6 The trips shall be purchased directly at any STRAMA Sport and Tourism office in Zakopane a minimum 24 hours in advance or until all available places have been filled.

3.7 The payment for the personal accident insurance and medical treatment costs insurance concluded through STRAMA Sport and Tourism shall be effected along with effecting the advance payment.

3.8 Effecting the due payment for the trip/tourist event is tantamount to concluding the contract.

4. Service provision and changes to the provision of services

4.1 The scope and conditions of service provision, departure and arrival dates, as well as any detailed arrangements are specified in the offer. The Organiser obliges itself to provide services with due diligence according to the conditions specified in the offer.

4.2 Trips/tourist events shall begin on the day and time specified in the offer, regardless of late persons. The hours of departure from particular places and phases of the trip/tourist event shall be provided on a regular basis by a tour leader or tourist guide. Being late or failing to appear for the trip/tourist event or its particular phases (stopovers, staying at tourist facilities, free time) on the previously specified time shall be treated as resignation from the trip/tourist event without the right to reimbursement of the due payment. The hours of return from the trip/tourist event shall be subject to change for reasons beyond the Organiser's control (in the case of force majeure).

4.3 The type and scope of service provision within the trip/tourist event shall be specified on the basis of the content of the offer and the current schedules of trips/tourist events, as well as price lists accompanying them. All information included in the offer shall be generally binding for STRAMA Sport and Tourism. Before concluding a contract, STRAMA Sport and Tourism reserves the right to modify the information included in the offer, about which the Client shall be informed before making a reservation.

4.4 The information contained in websites other than www.strama.turystyka.pl as well as information and advertising materials derived from other sources than STRAMA Sport and Tourism shall not constitute a part of the contract for the provision of tourist services and shall not be the basis for any claims and complaints.

4.5 Any changes to the scope and conditions made by the Organiser while providing the service shall be allowed, insofar as they are necessary and insignificant for the programme realisation, and the reason for failure is force majeure. The Organiser also reserves the right to make any significant changes to the trip/tourist event programme or its part dependent on weather due to worsening weather conditions, i.e. in the case of force majeure (e.g. Rafting on the Dunajec River, Tatraska Lomnica). In the case of failure to participate in any part of the programme, e.g. rafting on the Dunajec River, due to the reasons mentioned above, the amount of money included in the total price of the trip/tourist event shall be refunded after returning from the trip/tourist event at the office of purchase or at the office located at ul. Krupówki or by the tour leader in a coach if the due payment has been effected in the coach. In such cases, the remaining costs of organising the trip/tourist event, sightseeing, insurance, etc. included in its basic price shall not be refundable. The Organiser may propose a substitute service in exchange for the unrealised part of the programme; however, this shall be made with the participant's written consent.

4.6 The Client has the right to notify the Organiser of the special requirements on which the contract parties have agreed (Article 14 section 2, point 9 of the Act of 29 August 1997 on Tourism Services). The requirements mentioned above shall be specified in the contract. The Organiser shall make every effort in order to fulfil the requirements specified in the contract. However, it shall be reserved that the lack of fulfilling the Client's special requirement shall not be the basis for any claim against STRAMA Sport and Tourism.

4.7 STRAMA Sport and Tourism shall not provide care, within trips/tourist events it organises, for minors and persons to which there is a basis to restrict legal capacity. The above-mentioned persons shall participate in the trip/tourist event only under adult supervision.

5. Purchase of the trip/tourist event from the Agents

STRAMA Sport and Tourism provides the Agents' office with all necessary materials about the trips and tourist events, as well as conducts informational meetings, and therefore, it shall not be responsible for any effects resulting from information provided by intermediaries or sales representatives, which differ from the offer or provisions of the General Conditions of Contracts for the Provision of Tourist Services.

5.2 STRAMA Sport and Tourism declares that tourist offices, travel agencies, hotels and guest houses assisting in concluding the contract for the organisation of the trip/tourist event shall have no right to make any binding assurances and promises or making arrangements different than those included in the STRAMA Sport and Tourism offer without a prior written confirmation of such circumstances by STRAMA Sport and Tourism.

5.3 Any complaints regarding the trips/tourist events purchased from the Agents shall be promptly communicated to STRAMA Sport and Tourism.

6. Prices

6.1 The prices of all trips/tourist events along with the information about services covered by these prices are included in the price lists, offers, and the website: www.strama.turystyka.pl

6.2 The Organiser shall not be responsible for **any changes to prices of admission** to places visited during the tourist season.

6.3 Any complaints and claims as for benefiting from price promotions (e.g. last minute, first minute), announced by STRAMA Sport and Tourism, with regard to those Clients who have already purchased the trip/tourist event before announcing the price promotion, shall be left without consideration.

7. Insurance

7.1 The Organiser confirms that it has a guarantee for covering the costs of Clients' repatriation to the country in the event when the Organiser, against the obligation, has not provided such repatriation, as well as for covering the reimbursement costs of the due payments to the Clients in the case of failure to fulfil contractual obligations. This guarantee has been granted on the basis of the insurance policy no. **M 209599**. The sum guaranteed amounts to 250 000zł. The insurance policy has been issued by SIGNAL IDUNA Polska S.A. Insurance Company with its registered office at ul. Przykopowa 31, 01-208 Warszawa, hereinafter referred to as the Insurer, for the Marshall of the Małopolskie Province and is valid until 24th May 2019. The insurance policy shall provide the guarantee for claims concerning only the contracts concluded before the date mentioned above.

7.2 The price of tourist events abroad shall include the costs of insurance according to the provisions of the Act of 29 August 1997 on Tourism Services. The insurance shall cover: medical treatment costs - variant STANDARD, personal accident consequences.

Variant STANDARD

7.2.1 The insurance shall cover:

- a) medical treatment and assistance costs (including lifesaving) as well as legal assistance and protection (KL)
 - scope (STANDARD)
- b) personal accident consequences (NNW)
 - permanent health impairment (NWI)
 - death (NWS)

7.2.2 The medical treatment costs shall be considered as expenses arising beyond the borders of the Republic of Poland and the country of permanent residence of the Client, which are specified in the General Conditions of Insurance by SIGNAL IDUNA Polska S.A. Insurance Company

7.2.3 Scope and insurance sums: STANDARD

Variant I – BP 1 STANDARD	KL - medical treatment costs	KR - lifesaving costs	NWI – permanent health impairment	NWS - in case of death	BP - travel luggage
SUMMER Europe and the Mediterranean Sea Basin	10000 €	6 000 € (KL sublimit)	15 000zł	15 000zł	up to 800zł

7.2.4 In the case of chronic disease (**CP code**) treated continuously or periodically, denoting any disorder or deviation from the norm, which has one or more of the following features: it is permanent, it results in disability, it is caused by irreversible pathological changes, it requires special rehabilitation therapy, it requires a long period of supervision, observation, treatment, or care, there is an obligation to purchase an **increased CP insurance premium**.

Lack of information about any chronic disease or lack of the increased CP insurance premium shall not entitle to receive a refund of any medical treatment costs arisen due to any accident.

7.3 STRAMA Spot and Tourism obliges itself to:

- a) make the General Conditions of Safe Travel Insurance of 15 January 2014, specified in Paragraph 1 section 2, available to the Insured before concluding the Participation Contract,

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- b) include in the Participation Contract concluded with the Insured:
- information about the scope and sums of insurance;
 - clause that exempts physicians conducting medical treatment to the Insured from an obligation to maintain medical confidentiality and allows to make available documentation of the course of medical treatment,
 - information about personal data processing by SIGNAL IDUNA Polska S.A. Insurance Company worded as follows: "Personal data of the persons covered by insurance, including: name, surname, date of birth, address of (permanent) residence, shall be made available to and processed by SIGNAL IDUNA Polska S.A. Insurance Company with its registered office at ul. Przykopowa 31, 01-208 Warszawa, according to the Personal Data Protection Act of 29 August 1997 (Journal of Laws 2002, No. 101 item 926, as amended) in order to fulfil the insurance contract and advertise products and services provided by the companies belonging to SIGNAL IDUNA Group in Poland. Each person has the right to access his/her data and correct them, as well as to oppose the processing of his/her data for marketing purposes."
- c) intermediation while contacting the average adjuster in the event of sudden illness or unfortunate accident,
d) written confirmation, for the purposes of the Insured, of circumstances of the event covered by insurance,
e) Information available for all the insured persons, as well as own representatives (tour leaders, residents, event managers, etc.) about a telephone number to the alarm centre in Warsaw, which shall be contacted in the case of the event covered by insurance of medical treatment costs, particularly when hospitalisation of the Insured is necessary.

Alarm Centre INTER PARTNER ASSISTANCE POLSKA

Telephone number active 24 hours a day: + 48 22 864 55 26, fax.: + 48 22 575 95 75 sms +48 661 000 888

8. RESIGNATION CONDITIONS AND COSTS

8.1 one-day trips

8.1.1 The Client shall be obliged to submit a written statement of resignation from the tourist event to the following e-mail address rezerwacje@strama.turystyka.pl or personally at STRAMA Sport and Tourism. The date of resignation shall be the day of its receipt by STRAMA Sport and Tourism.

8.1.2 If the resignation from the service occurs after effecting the advance payment, but before effecting the remaining due payment, STRAMA Sport and Tourism shall deduct a processing fee amounting to 20zł/pers. If the resignation from the service occurs after effecting the total due payment, STRAMA Sport and Tourism shall refund previously collected amount of money reduced by the processing fee amounting to 20zł, in the case of one-day trips, for each declared person.

8.1.3 The resignation from the service along with deduction of the processing fee amounting to 20zł/pers. shall be possible:

A: in the case of trips/tourist events lasting no longer than 12 hours except for the trips to Lomnický Peak -> at least 24 hours prior their launch dates only during STRAMA Sport and Tourism office hours

B: in the case of trips/tourists events lasting from 13 to 24 hours (Bratislava, Budapest, Eger and Miskolc, Vienna, and the trips to Lomnický Peak -> at least 72 hours prior their launch dates only during STRAMA Sport and Tourism office hours

8.1.4 STRAMA Sport and Tourism shall not refund the due payment for the trip/tourist event prior its launch date if the resignation occurs later than the time specified in points: 8.1.3 A and 8.1.3 B.

8.1.5 STRAMA Sport and Tourism shall not give a refund for purchased SUBWAY sandwiches if the resignation from the trip/tourist event occurs in less than 24 hours prior to its launch date (during STRAMA Sport and Tourism office hours).

8.1.6 The Client shall be eligible to receive a refund of total due payment if the trip/tourist event has been cancelled.

8.1.7 The Client shall be entitled to make a one-time change to the trip/tourist event dates, but this change shall be made:

A: in the case of trips/tourist events lasting no longer than 12 hours except for the trips to Lomnický Peak -> at least 24 hours prior their launch dates only during STRAMA Sport and Tourism office hours

B: in the case of trips/tourists events lasting from 13 to 24 hours (Bratislava, Budapest, Eger and Miskolc, Vienna, and the trips to Lomnický Peak -> at least 72 hours prior their launch dates only during STRAMA Sport and Tourism office hours

8.1.8 The Client shall not be eligible to receive a refund of due payment if the trip/tourist event has been already changed.

8.2 two-day trips

8.2.1 The Client shall be obliged to submit a written statement of resignation from the tourist event to the following e-mail address rezerwacje@strama.turystyka.pl or personally at STRAMA Sport and Tourism. The date of resignation shall be the day of its receipt by STRAMA Sport and Tourism.

8.2.2 In the case of resignation from the tourist event, the Client shall be refunded the previously collected amount of money reduced by STRAMA Sport and Tourism by the following fees:

- up to 31 days prior to a departure date - permanent processing fee amounting to 50zł/pers.
- from 30 to 14 days prior to a departure date – 20% of the total tourist event price
- 13 to 8 days prior to a departure date - 50% of the total tourist event price
- 7 days prior to a departure date – 100% of the total tourist event price

8.2.3 If one of two persons participating together in the tourist event resigns, the person who is going to travel solely shall be obliged to pay an additional fee for a single room.

8.2.4 According to Article 14 section 2 point 7b of the Act of 29 August 1997 on Tourism Services, the Client shall be eligible to grant his/her rights to the person fulfilling the conditions of participation in the tourist event, who shall accept to fulfil all responsibilities resulting from the contract. Granting the rights to the person mentioned above shall be submitted in writing no later than at 3.00 p.m. on the day prior to the tourist event launch date. The person mentioned above shall fulfil all the conditions of participation in the tourist event.

8.3 Voluntary insurance covering 100% of trip/tourist event resignation costs

8.3.1 It is possible to purchase voluntary RG insurance covering 100% of trip/tourist event resignation costs.

8.3.2 The price of insurance is determined by the percentage of the total trip/tourist event price:

- total trip/tourist event price up to 3000zł -> 5.36%/pers.
- total trip/tourist event price over 3000zł -> 5.70%/pers.

8.3.3 The insurance shall be purchased:

- for the trips/tourist events beginning after 31 days or later - up to 5 days from the date of concluding the contract
- for the trips/tourist events beginning up to 30 days - on the day of concluding the contract

8.3.4 Further information about the trip/tourist event resignation costs is included in the Conditions of Resignation from Tourist Event SIGNAL IDUNA Polska S.A. Insurance Company available in the STRAMA Sport and Tourism website and offices

9. Trip/tourist event cancellation

9.1 The Organiser reserves the right to cancel the trip/tourist event for reasons beyond its control (force majeure, decisions of state authorities) without incurring any additional costs. In the case of trip/tourist event cancellation (according to Art. 12 section 1 point 8 of the Act of 29 August 1997 on Tourism Services), the Client shall be informed about this fact by telephone or by sending an e-mail or sms no later than 5.30 p.m. on the day prior to the trip/tourist event launch date. The Organiser shall also cancel the trip/tourist event due to low attendance or weather conditions preventing it from organising the trip/tourist event. The Client shall be eligible to receive a refund of total due payment if the trip/tourist event has been cancelled.

9.2 In the case of low attendance, STRAMA Sport and Tourism may replace a coach with other smaller mean of transportation (minibus) in order to fulfil the contract concluded.

10. Participant's responsibilities

10.1 Each trip/tourist event participant is obliged to have valid travel documents as it is necessary to show a passport or identity card. In the case of children, there is an obligation to hold a passport or temporary identity card. Children and adolescents must obligatorily hold their own identity cards.

10.2 The trip/tourist event participant is obliged to comply with all passport, customs, foreign currency exchange regulations, etc. in Poland, transit countries and destination country. The Organiser shall not bear any responsibility for the consequences of non-compliance with these regulations. In the case of detention or being turned back at the border or during a routine traffic control, the trip/tourist event participant shall be obliged to return at his/her own expense and efforts, and shall be not be eligible to receive any refund of due payment for the trip/tourist event.

10.3 In the case of lack of appropriate personal identification document, such as passport or valid identity card (adults) while crossing the border with another country, the tour leader shall have the right to ask such a person to leave the coach and refuse his/her further participation in the trip/tourist event.

10.4 The trip/tourist event participant is obliged to cover the damage caused by him/her during the trip/tourist event. In the case of trips/tourist events for children and adolescents, the obligation mentioned above shall be imposed on the person concluding the contract.

10.5 In the case of resignation from a part of the programme specified in the contract during the trip/tourist event (e.g. separating from a group and following own programme), it shall be confirmed with a declaration of resignation from participation in "part of the programme".

The Organiser shall have the right to not allow a person in condition indicating the consumption of alcohol or other abusive substances to participate in the trip/tourist event. In the above-mentioned case, the Client shall not be eligible to receive any refund of due payment for the trip/tourist event.

11. Organiser's responsibilities, complaints

11.1 If any previously specified services have not been fully realised by the Organiser's fault or their quality has been different from the quality resulting from the offer or in the General Conditions of Contracts for the Provision of Tourist Services, the Organiser shall assume appropriate responsibility and be obliged to give a partial refund of due payment for the service. The trip/tourist event prices may be reduced according to the conditions guaranteed in the contract.

The basis for a refund shall be a complaint. The complaint shall be submitted to the tour leader or at the office where the trip/tourist event has been purchased. The tour leader is obliged to confirm the receipt of the complaint from the Client; if otherwise, the tour leader shall promptly communicate it to the Organiser.

In the case of refusal of the complaint, the Organiser is obliged to specifically justify the reasons for refusal in writing.

11.2 In the case of failure of the mean of transportation, the Organiser is obliged to provide a substitute vehicle and, if only possible, continue the trip/tourist event according to its programme.

11.3 If the trip/tourist event participant notices any faults, he/she shall make a complaint with respect to the tour leader or the local tourist office representative in order to eliminate these faults immediately .

11.4 STRAMA Sport and Tourism shall refer to the complaint in writing within 30 days from the day of submitting the complaint. If the Client does not receive a response to his/her complaint within 30 days from the day of its submission, the complaint shall be regarded as justified by the Organiser (Article 20 section 6 of the Act of 29 August 1997 on Tourism Services). In duly justified cases, the above-mentioned period may be prolonged about which the Client shall be informed in writing. The basis for any complaint must not be the events and circumstances beyond the control of STRAMA Sport and Tourism, and which, although due diligence, could not have been predicted (e.g. customs procedures, weather conditions, force majeure).

11.5 Searching for forgotten items shall begin immediately after returning from the trip/tourist event. STRAMA Sport and Tourism shall have the right to collect a fee for covering the searching costs (e.g. use of transportation, time spent by the tourist office representative, etc.); the fee, if determined, shall be effected regardless of whether the forgotten item has been found.

12. General provisions

These General Conditions of Contracts for the Provision of Tourist Services do not violate any provisions of the Act 29 August 1997 on Tourism Services and the Act of 2 March 2000 on Protection of Certain Rights of Consumers (Journal of Laws of 2000, No. 22, item 271, as amended). The invalidity of individual provisions of the contract shall not affect the validity of the entire contract. This shall also apply to these General Conditions of Contracts for the Provision of Tourist Services. Any dispute arising out of or in connection with the contract shall be settled amicably by the parties, and, in case of disagreement, by the relevant territorially and materially common court.

13. Personal image processing

During each trip/tourist event, photographs are being taken. These photographs are being published in the website, Facebook profile and other advertising materials belonging to STRAMA Sport and Tourism. These persons who do not express their consent to the publication of their image shall be asked to separate themselves from the group for the time of taking a photograph; otherwise, participation in photographing shall be tantamount to expressing the consent to the personal image processing.