



General Terms and Conditions of Travel (GTC)

The following provisions, insofar as they agreed content of the travel contract, are effectively agreed, form part of the go beyond the contractually agreed **package travel contract** concluded services or contradict the travel between you and us. They supplement brochure. Local and hotel brochures and complete the statutory provisions of that are not published by us are not Sections 651a - y of the German Civil binding for our performance Code (BGB) and Articles 250 and 252 of obligations, unless they have been the EGBGB (Introductory Act to them made part of the travel contract by German Civil Code. agreement with you.

If you only book a **single travel service** (e.g. hotel accommodation, holiday apartment) that is not or will not be part of a package tour, the following travel conditions apply, **with the exception of sections 4.2, 5.2, 7, 9, 11 and 15.1.** Special features that exclusively concern such individual travel services are expressly regulated or indicated below.

The above provisions do not apply to individual air transport services.

Deviations in the respective travel advertisement and individual agreements take precedence over these travel conditions.

1. CONCLUSION OF THE TRAVEL CONTRACT / OBLIGATION FOR CO-TRAVELLERS

1.1. The following applies to all booking methods, e.g. at a travel agency, directly with the tour operator, by telephone, online, etc.:

a) This offer is based on our travel description and our supplementary information for the respective trip, insofar as these are available to you at the time of booking.

Travel agents and service providers (e.g. hotels, transport companies) are not authorised to make agreements, provide information or make assurances that alter the

b) You are responsible for all contractual obligations of travellers for whom you make the booking, as if they were your own, insofar as you have assumed this obligation by means of an explicit and separate declaration.

c) If the content of our travel confirmation differs from the content of the booking, this constitutes a new offer to which we are bound for a period of three days. The contract is concluded on the basis of this new offer, provided that we have pointed out the change in the new offer and fulfilled our pre-contractual information obligations, and you declare your acceptance to us within the binding period by means of an express declaration or down payment.

d) The pre-contractual information we provide about the essential characteristics of the travel services, the travel price and all additional costs, the payment terms, the minimum number of participants and the cancellation fees (in accordance with Article 250 § 3 numbers 1, 3 to 5 and 7 EGBGB) shall only not form part of the package travel contract if this has been expressly agreed between the parties.

e) The travel prices shown in catalogues, flyers, on the internet and in all other electronic reservation systems do not apply to groups. Depending on the service provider, separate terms and conditions and additional fees may apply when booking more than 3 hotel rooms.

1.2. The following applies to bookings made verbally, by telephone, in writing, by email, SMS or messenger:

a) By making a booking (travel registration), you are making us a binding offer to conclude a package travel contract.

b) The contract shall come into effect upon receipt of our travel confirmation. Upon or immediately after conclusion of the contract, we shall send you a travel confirmation in accordance with the statutory requirements on a durable medium (which enables you to store or save the declaration unchanged in such a way that it is accessible to you within a reasonable period of time, e.g. on paper or by e-mail), unless you are entitled to a paper travel confirmation in accordance with Section 250 (6) (1) of the German Civil Code (BGB).

1.3. For bookings made via electronic commerce (e.g. internet, app, telemedia), the following applies to the conclusion of the contract:

a) The electronic booking process is explained to you in the corresponding application.

b) To correct your entries, delete or reset the entire booking form, a corresponding correction option is available to you, the use of which is explained.

c) The contract languages offered for the electronic booking are specified.

d) If we store the contract text, you will be informed of this and of the possibility of retrieving the contract text at a later date.

e) By clicking on the button 'book with obligation to pay' or a similar wording, you make a binding offer to us to conclude the package travel contract.

f) We will confirm receipt of your travel registration immediately by electronic means (confirmation of receipt).

g) Submitting the travel registration by clicking the button does not entitle you to the conclusion of a contract.

h) The contract is concluded as soon as you have received our travel confirmation on a permanent data carrier. If the travel confirmation is issued immediately after clicking on the 'book with obligation to pay' button by displaying the travel confirmation directly on the screen, the travel contract is concluded when this travel confirmation is displayed. In this case, there is also no need for an interim notification of receipt of the booking in accordance with letter f) above, provided that you have the option of storing it on a permanent data carrier and printing it out. However, the binding nature of the travel contract does not depend on you actually using these options for saving or printing.

1.4. We would like to point out that, in accordance with the statutory provisions of Sections 312 et seq. of the German Civil Code (BGB), there is no right of withdrawal for the travel

services offered that were concluded by means of distance selling (in particular letters, telephone calls, faxes, emails, text messages, telemedia and online services), but only the statutory rights of withdrawal and termination, in particular the

However, a right of withdrawal exists if the contract for travel services has been concluded outside of business premises in accordance with Section 651a of the German Civil Code (BGB), unless the verbal negotiations on which the conclusion of the contract is based were conducted based on a prior order by the consumer; in the latter case, there is no right of withdrawal.

2. PAYMENT / TRAVEL DOCUMENTS

2.1. We and travel agents may only request or accept payments for the travel price before the end of the trip if an effective customer money protection agreement exists and you have been provided with the security certificate for package tours with the name and contact details of the customer money protector in a clear, comprehensible and prominent manner. After conclusion of the contract, a deposit of 25% of the travel price is due for payment. The remaining payment is due 30 days before the start of the trip, provided that the security certificate has been handed over and our right of withdrawal can no longer be exercised for the reason stated in clause 7.

For contracts for individual travel services, customer money protection and the issuance of a security certificate are not required. The travel advertisements may specify earlier due dates for certain travel services (e.g. for some special flight fares).

2.2. When paying by credit card or SEPA direct debit, your account will

be debited automatically on the respective dates.

2.3. If you fail to make the down payment and/or the remaining payment in accordance with the agreed payment terms, even though we are ready and able to properly perform the contractual services, have fulfilled our statutory information obligations and there is no statutory or contractual right of retention in your favour, we shall be entitled to withdraw from the package travel contract after issuing a reminder with a deadline and to charge you with cancellation costs in accordance with clause 4.8.

2.4. Provided that the down payment and balance have been paid in accordance with the agreed payment due dates, the travel documents will generally be issued approximately 21 days before the start of the trip, or within 24 hours in the case of last-minute bookings, if necessary. Travel documents are usually sent by e-mail or in printed form to your travel agent through whom you booked the travel services, or directly to you by prior agreement.

3. CHANGES TO SERVICES BEFORE THE START OF THE TRIP

3.1. Deviations of essential characteristics of travel services from the agreed content of the travel contract that become necessary after conclusion of the contract and were not brought about by us in bad faith are permitted before the start of the trip, provided that the deviations are insignificant and do not adversely affect the overall nature of the trip.

3.2. We are obliged to inform you of any changes to our services immediately after becoming aware of the reason for the change on a permanent data carrier (e.g. also by e-mail, SMS or voice message) in a clear, comprehensible and prominent manner.

3.3. In the event of a significant change to an essential feature of a travel service or a deviation from your specific requirements that have become part of the travel contract, you are entitled, within a reasonable period set by us at the same time as we notify you of the change, either to accept the change, withdraw from the travel contract free of charge, or request participation in a replacement trip, if we have offered such a trip.

You have the choice of responding to our notification or not. If you wish to respond to our notification, you can either agree to the contract amendment, request participation in an alternative trip offered, or withdraw from the contract free of charge. If we do not receive a response or do not receive a response within the specified period, the notified change shall be deemed to have been accepted. We draw your attention to this in the declaration in accordance with section 3.2.

3.4. Any warranty claims remain unaffected if the changed services are defective. If we incurred lower costs for the implementation of the changed trip or replacement trip of equivalent quality, the difference shall be reimbursed to you in accordance with Section 651m (2) of the German Civil Code (BGB).

4. CANCELLATION BY THE CUSTOMER BEFORE THE START OF THE TRIP / CANCELLATION COSTS

4.1. You may withdraw from the travel contract at any time before the start of the trip. The withdrawal must be declared to us. If the trip was booked through a travel agent, the withdrawal can also be declared to them. We recommend that you declare your withdrawal on a durable medium.

4.2. If you withdraw before the start of the package tour or do not commence the package tour, we shall lose our claim to the tour price. Instead, we may demand reasonable compensation, provided that we are not responsible for the cancellation or exceptional circumstances arise at the destination or in its immediate vicinity that significantly impede the performance of the package tour or the transport to the destination; circumstances are unavoidable and extraordinary if they are beyond our control and their consequences could not have been avoided even if all reasonable precautions had been taken.

4.3. If you withdraw from the individual travel service before the start of the trip or do not commence the individual travel service, we shall lose our claim to the travel price. Instead, we may demand reasonable compensation, provided that we are not responsible for the withdrawal.

4.4 We have calculated the amount of compensation on a flat-rate basis, considering the period between the declaration of withdrawal and the start of the trip, as well as the expected savings in expenses and the expected income from other uses of the travel services. At your request, we are obliged to justify the amount of compensation. Please refer to section 4.8 below for the flat-rate compensation amounts.

4.5. In any case, you are entitled to prove that the reasonable compensation to which we are entitled is significantly lower than the lump sum compensation claimed.

4.6. We reserve the right to claim individually calculated compensation instead of the above lump sums. This may be higher or lower than the lump sum compensation. In this case, we are obliged to pay the compensation claimed, considering

the expenses saved and deducting the amount saved.

4.7. If we are obliged to refund the travel price as a result of a cancellation, we shall do so immediately, but in any case within 14 days of receiving the cancellation notice.

4.8. CANCELLATION FEES

4.8.1. Pre tour Marathon Lisbon from Porto and Lisbon Marathon stay 02.10./09.10.-12.10.2026

up to 03.07.2026 45% as long as the minimum number of participants is not affected

up to 01.09.2026 85% as long as the minimum number of participants is not affected

up to 24.09.2026 95% as long as the minimum number of participants is not affected

from the 25.09.2026 100% of the travel price

4.8.4. Flights that can only be booked in conjunction with a land programme:

a) unless otherwise specified below:
up to 42 days before departure 25%;
from 41 to 30 days before departure 35%;

from 29 to 22 days before departure 45%;

from 21 to 15 days before departure 55%;

from 14 to 7 days before departure 75%;

from 6 days before departure 85% on the day of departure 100% of the travel price.

b) Scheduled flights marked with the note

‘Cancellation fees after booking 95%’ and daily updated flights (marked with the note "daily updated flight price"): after booking 95%.

4.8.5. Rental cars (unless part of a package tour):

up to 3 days before rental 50 euros per booking;
from 2 days before rental 100% of the rental car price.

5. REBOOKINGS / REPLACEMENT PARTICIPANTS

5.1. After conclusion of the contract, you are not entitled to make changes, in particular with regard to the travel date, the destination, the place of departure, the accommodation or the mode of transport (rebooking). If, at your request, a rebooking is nevertheless made – if possible – we will generally incur the same costs as in the event of a cancellation on your part. We must therefore charge you the same costs as would have been incurred at the time of rebooking for a cancellation. Unless the rebooking involves only minor processing costs, we will also charge a processing fee based on the amount of work involved, which we will inform you of before the rebooking is made. You are entitled to prove that the compensation we are entitled to is significantly lower than the processing fee charged.

The above provisions do not apply if the rebooking is necessary because we did not provide you with any insufficient or incorrect pre-contractual information in accordance with Art. 250 § 3 EGBGB; in this case, the rebooking is free of charge.

5.2. Your legal right under Section 651e of the German Civil Code (BGB) to request, by means of a notification on a durable medium, that a third party assume your rights and obligations under the package travel contract remains unaffected by the above conditions. Such a notification shall be deemed timely if it is received by us 7 days before the start of the trip.

6. SERVICES NOT USED

If you do not use individual travel

services that we were willing and able to provide in accordance with the contract for reasons attributable to you, you are not entitled to a proportional refund of the travel price. This does not apply if such reasons would have entitled you to withdraw from or terminate the travel contract free of charge in accordance with the statutory provisions. We will endeavour to obtain a refund of the expenses saved by the service providers. This obligation does not apply if the expenses are completely insignificant.

7. CANCELLATION DUE TO FAILURE TO REACH THE MINIMUM NUMBER OF PARTICIPANTS

7.1. We may withdraw from the travel contract up to 28 days before departure if the advertised or officially stipulated minimum number of participants is not reached, provided that the minimum number of participants is specified in the travel advertisement and that this number and the aforementioned date by which the declaration of withdrawal must be received before the contractually agreed start of the trip are indicated in the travel confirmation.

In any case, we are obliged to inform you immediately after the conditions for the cancellation of the trip have arisen and to forward the notice of cancellation to you as soon as possible. In any case, we are obliged to inform you immediately after the conditions for cancellation of the trip have been met and to send you the notice of cancellation as soon as possible.

If it becomes apparent at an earlier stage that the minimum number of participants cannot be reached, we will inform you accordingly.

7.2. If the trip is not carried out for this reason, we will refund your payments for the trip immediately,

but in any case, within 14 days of receiving the notice of cancellation.

8. TERMINATION FOR BEHAVIOURAL REASONS

We may withdraw from the travel contract or terminate the travel contract without notice after the start of the trip if you persistently disrupt the trip despite our warning or behave in a manner that is in breach of the contract to such an extent that we cannot reasonably be expected to continue the trip. This does not apply if the behaviour contrary to the contract is based on a breach of our own information obligations. If we terminate the contract, we retain the right to the travel price; however, we must deduct the value of the expenses saved and any benefits we obtain from other use of the services not used, including any amounts reimbursed to us by the service providers.

9. WITHDRAWAL FROM THE TRAVEL CONTRACT DUE TO UNAVOIDABLE, EXCEPTIONAL CIRCUMSTANCES

In this regard, reference is made – in excerpt form – to the statutory provision in the German Civil Code (BGB), which reads as follows: "§ 651h Withdrawal before the start of the trip

(1) Before the start of the trip, the traveler may withdraw from the contract at any time. If the traveler withdraws from the contract, the tour operator loses the right to the agreed travel price. However, the tour operator may demand reasonable compensation. [...]

(3) Notwithstanding paragraph 1, sentence 3, the tour operator may not demand compensation if unavoidable, extraordinary circumstances arise at the destination or in its immediate vicinity which significantly impair the

performance of the package tour or the transport of persons to the destination. Circumstances are unavoidable and extraordinary within the meaning of this subheading if they are beyond the control of the party invoking them and their consequences could not have been avoided even if all reasonable precautions had been taken.

(4) The tour operator may withdraw from the contract before the start of the trip in the following cases:

1. [...]

2. The tour operator is prevented from fulfilling the contract due to unavoidable, exceptional circumstances; in this case, it must declare its withdrawal immediately after becoming aware of the reason for withdrawal.

If the tour operator withdraws from the contract, it loses its claim to the agreed travel price.

(5) If the tour operator is obliged to refund the travel price as a result of a withdrawal, it must do so immediately, but in any case within 14 days of the withdrawal.

10. TRAVELLER'S OBLIGATIONS TO COOPERATE

10.1. Travel documents:

Please inform us or the travel agent through whom you booked the travel services in good time if you have not received the necessary travel documents within the specified deadlines.

10.2. Notification of defects / request for remedy:

If the trip is not provided free of travel defects, you can demand remedial action. This requires your cooperation, without prejudice to our primary obligation to perform. You are therefore obliged to do everything reasonable to help remedy the disruption and to minimize or completely avoid any

damage that may arise. If you fail to do so, you may be liable for damages. If we were unable to remedy the defect due to a culpable failure to notify us of the defect, you are not entitled to a reduction in price pursuant to Section 651m of the German Civil Code (BGB). You are obliged to notify our local representative of the defect immediately. If there is no local representative and one is not contractually required, any travel defects must be reported to us using the contact details provided below or the contact point provided; information on the availability of our local representative or our local contact point will be provided in the travel confirmation and/or travel documents. In all cases, please provide the transaction/travel number, destination and travel dates specified in your travel documents. However, you may also notify your travel agent, through whom you booked the travel services, of any defects. Our local representative is authorized to remedy the situation where possible. However, they are not authorized to acknowledge claims.

10.3. Setting a deadline before termination:

If you wish to terminate the travel contract due to a travel defect of the type described in Section 651i (2) of the German Civil Code (BGB), provided that it is significant, in accordance with Section 651l BGB, you must first set us a reasonable deadline for remedial action. This does not apply if we refuse to remedy the situation or if immediate remedy is necessary.

10.4. Baggage damage and baggage delay during air travel; special rules and deadlines for requesting redress:

a) We would like to point out that baggage loss, damage and delay in connection with air travel are subject to the provisions of air transport law.

Please note that loss, damage and delay of luggage in connection with air travel must be reported immediately on site in accordance with air traffic regulations by means of a damage report ('P.I.R.') to the responsible airline.

Airlines and tour operators may refuse compensation under international agreements if the damage report has not been completed. The damage report must be submitted within 7 days in the case of damaged luggage and within 21 days in the case of delayed luggage, after delivery.

b) In addition, the loss, damage or misdirection of luggage must be reported to us, our local representative or our contact point or the travel agent immediately.

11. LIMITATION OF LIABILITY

11.1. Our contractual liability for damages that are not physical injuries and were not caused culpably is limited to three times the travel price. Any claims that may exceed this amount under international agreements or legal provisions based on such agreements remain unaffected by the limitation.

11.2. We shall not be liable for service disruptions, personal injury or property damage in connection with services that are merely arranged as third-party services (e.g. arranged excursions, sporting events, theatre visits, exhibitions) if these services are expressly stated in the travel advertisement and the travel confirmation and if the third-party service provider is named in such a way that it is clear to you that they are not part of our package tour and have been selected separately. § 6 Liability for damages Sections 651b, 651c, 651w and 651y of the German Civil Code (BGB) remain unaffected by this. However, we are liable if and to the extent that your damage was caused by a breach of our duty to

provide information, clarification or organisation.

12. ASSERTING CLAIMS: ADDRESS, INFORMATION ON CONSUMER DISPUTE RESOLUTION

12.1. Claims pursuant to Section 651i (3) No. 2, 4-7 BGB (German Civil Code) must be asserted against us (see Section 18 below). Claims may also be asserted via the travel agent if the package tour was booked through this travel agent. It is recommended that claims be asserted on a durable medium.

12.2. We would like to point out that we do not participate in voluntary consumer dispute resolution.

13. LIMITATION PERIOD FOR BOOKING INDIVIDUAL TRAVEL SERVICES

Any claims for damages against us shall become time-barred in the case of bookings for individual travel services in accordance with the statutory limitation period pursuant to Sections 195, 199 of the German Civil Code (BGB). Otherwise, claims against us shall become time-barred one year after the statutory limitation period begins.

14. INFORMATION REQUIREMENTS REGARDING THE IDENTITY OF THE OPERATING AIRLINE

Due to the EU regulation on informing passengers about the identity of the operating airline, we are obliged to inform you of the identity of the operating airline when you make your booking. This is required to ensure that you can exercise your rights in the event of flight delays or cancellations. If the operating airline is not yet known at the time of booking, we are obliged to inform you of the airline or airlines that are likely to operate the flight. As soon as we know which airline will operate the flight, we will inform you of this. If the initially named

operating airline changes, we will inform you of the change immediately.

The list of airlines banned from operating in the EU (Community list, formerly known as the 'black list') is available on the following website: https://transport.ec.europa.eu/transport-themes/eu-airsafety-list_de

15. PASSPORT, VISA AND HEALTH REGULATIONS

15.1. We will inform you/the traveller about general passport and visa requirements as well as health formalities of the destination country, including the approximate time required to obtain any necessary visas before the contract is concluded.

15.2. You are solely responsible for obtaining and carrying the necessary travel documents, any vaccinations that may be required, and complying with customs and foreign exchange regulations. Any disadvantages arising from failure to comply with these regulations, e.g. the payment of cancellation fees, shall be borne by you. This shall not apply if we are culpably negligent in informing you.

15.3. We are not liable for the timely issuance and receipt of necessary visas by the respective diplomatic representation, even if you have commissioned us to obtain them, unless we have culpably violated our own obligations.

16. TRAVEL INSURANCE (TRAVEL CANCELLATION INSURANCE, ETC.)

Please note that the travel prices quoted in this catalogue do not include travel cancellation insurance (cancellation fee insurance and travel interruption insurance). If you cancel your trip before departure, cancellation fees will apply. If you interrupt your trip, additional return travel and other additional costs may be incurred. We therefore recommend that you take out travel

cancellation insurance and, if necessary, additional insurance from HanseMerkur Reiseversicherung AG; please note the corresponding offers.

17. DATA PROTECTION

We process the personal data you provide to us in accordance with the applicable data protection law. Further information on the handling of your personal data can be found in our data protection information. If you provide your email address when booking your trip, we will use it to inform you about comparable travel offers from our company. If you do not wish to receive information, you can object to this use at any time without incurring any costs other than the transmission costs according to the basic rates. We will inform you of this in the information you receive. If you do not wish to receive information, you can object to this use at any time without incurring any costs other than the transmission costs according to the basic rates. We will inform you of this in the information you receive. Alternatively, you can object to receiving e-mails when you make your booking.

18. TOUR OPERATOR

OLIMAR – eine Veranstaltermarke der lth –link to hotel AG
Tödistrasse 51, CH-8002 Zürich
Commercial register entry: CHE – 109.886.718 (Commercial Register Office of the Canton of Zurich/Switzerland)
For the assertion of claims (see section 12):
OLIMAR Reisen Vertriebs GmbH
Glockengasse 2
D-50667 Köln