

# MINORS PROTECTION STANDARDS

RAINBOW TOURS S.A.

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# I. INTRODUCTORY PROVISIONS

1. Rainbow Tours S.A. (the "Company") introduces these Child Protection Standards (the "Standards") to fulfill its legal obligations under the Act of 13 May 2016 on Counteracting Sexual Crime Threats and the Protection of Minors. The Company considers the welfare of minors a top priority.
2. The following terms used in these Standards have the meanings defined below:
  1. **"Company"** – means Rainbow Tours S.A., with its registered office in Łódź (90-361) at ul. Piotrkowska 270, entered into the Register of Entrepreneurs of the National Court Register (KRS) kept by the District Court for Łódź-Śródmieście in Łódź, 20th Commercial Division of the National Court Register under KRS number 000178650, NIP 7251868136, REGON 473190014;
  2. **"Standards"** – means this Child Protection Standards document;
  3. **"The Act"** – means the Act of 13 May 2016 on Counteracting Sexual Crime Threats and the Protection of Minors, as amended from time to time;
  4. **"Staff Member"** – means any individual employed by the Company under an employment contract or working with the Company under a direct agreement, who performs professional duties for the Company involving contact with Minors;
  5. **"Subcontractor"** – means any external entity that works with the Company on projects involving the participation of Minors;
  6. **"Minor"** – means any person under the age of 18;
  7. **"Legal Guardian"** – means a Minor's statutory representative, including a parent, legal guardian, foster parent, temporary guardian, or any other person representing the Minor;
  8. **"Child Abuse"** – means any intentional or unintentional behavior towards a Minor that violates their physical or mental well-being, including physical violence, psychological violence, sexual behavior, or neglect, as well as any other prohibited act, action, or omission that violates the rights, freedoms, or healthy development of a Minor;
  9. **"Designated Team"** – Staff Members appointed by the Company responsible for supervising the application of the Standards, receiving reports, updating the Standards, and performing other related duties.
3. The Company takes all necessary and reasonable steps to prevent Child Abuse. These Standards specifically define: a) recruitment rules for Staff Members and cooperation with Subcontractors; b) procedures for responding to Child Abuse; c) rules for safe relationships between Staff Members and Minors, and between Minors.

Regardless of these Standards, Staff Members and Subcontractors must remain highly vigilant for any unusual behaviour or situations that suggest a suspicion of Child Abuse. In such cases, they must take appropriate and reasonable action based on the circumstances to protect the Minor, keep the Company informed, and involve the Company where necessary.

4. These Standards are tailored to the Company's business activities involving contact with Minors, such as organizing animations, holidays, school cooperation, workshops, training (including trips), and the employment of Minors (including vocational training).
5. These Standards also apply if there is a reasonable suspicion that the well-being of a Minor is at risk while staying at a hotel facility or using travel services.
6. Every Staff Member, Subcontractor, and their employees or associates must read, apply, and follow these Standards when performing tasks that involve contact with Minors.
7. These Standards apply equally to Minors with disabilities or special educational needs.

8. If a Staff Member or Subcontractor identifies a situation that may constitute Child Abuse, they must prioritize the Minor's welfare and take the necessary steps defined in these Standards, including notifying the Designated Team.

## II. VERIFICATION OBLIGATIONS FOR STAFF MEMBERS AND COOPERATION WITH SUBCONTRACTORS

1. Before any Staff Member is allowed to perform activities involving contact with Minors, both the Company and the Staff Member must fulfill all verification obligations required by the Act. The Company's objective is to satisfy these legal requirements solely within the scope mandated by the Act.
2. The obligations mentioned in paragraph 1 above include: a) **Verification by the Company**, based on data provided by the Staff Member in Section I of Appendix No. 1 to the Standards, of whether the Staff Member is listed in the Register of Sexual Offenders (Restricted Access) and the register of persons for whom the State Commission on Counteracting Sexual Abuse of Minors under 15 has issued an entry order; b) **Recording and storage** by the Company of printouts from the above-mentioned registers, as well as the information and statements specified in Article 21 of the Act. These will be kept in personnel files (for Staff Members who are employees) or in other cooperation documentation (for Staff Members working on a basis other than an employment contract); c) **Submission of statements** by the Staff Member as referred to in Section II of Appendix No. 1 to the Standards, and providing the Company with other documents (including information from relevant criminal records) specified in Section III of Appendix No. 1 to the Standards.
3. Failure by a Staff Member to fulfill any of the obligations mentioned in paragraphs 1 and 2 above may result in the Company taking necessary actions. At the Company's sole discretion, this may include the inability to establish or continue cooperation, either in full or in part.
4. If the Company uses Subcontractors for activities involving contact with Minors—particularly those providing services through their own employees or associates—such Subcontractors are responsible for fulfilling the obligations set out in paragraphs 1 and 2 above toward their own personnel, provided the Act applies to them. Subcontractors bear full and exclusive liability in this regard.
5. At the Company's request, Subcontractors must present documents and other information confirming that they have fulfilled the obligations mentioned in paragraph 4 above, provided those obligations apply to them.

## III. SAFE RELATIONSHIP GUIDELINES

### A. Rules for relationships between Staff Members / Subcontractors and Minors

1. The following rules apply to all Staff Members, Subcontractors (including their employees and associates), and any other adults having contact with Minors on Company premises or at any other location where the Company operates with its consent.
2. When performing activities involving contact with Minors, Staff Members and Subcontractors must follow these principles, in line with applicable laws, internal Company policies, and their professional scope:
  1. Always ensure that the relationship or contact with a Minor is appropriate, safe, and justified.
  2. Prioritize the Minor's welfare and best interests, depending on the circumstances.

3. Treat Minors with respect, considering their dignity, legitimate needs, and right to privacy.
  4. Any form of contact or communication (including physical contact, e.g., a handshake) must be appropriate, directly related to professional duties, and suited to the situation and the Minor's developmental stage.
  5. Act openly and transparently to minimize the risk of any conduct being misinterpreted.
  6. Remain patient at all times, provide necessary information, and answer Minors' questions.
  7. Maintain a professional approach in all interactions with Minors.
  8. Use appropriate communication channels only to the extent necessary and required by the circumstances.
  9. Maintain clear boundaries; if a Minor violates these boundaries, explain the rules and inform the Designated Team.
  10. If Child Abuse is suspected or disclosed, allow the Minor to speak and express their opinion, then inform the Designated Team.
3. **The following behaviors, which may lead to Child Abuse, are strictly prohibited:** a) using any form of violence against Minors; b) establishing relationships unrelated to professional duties, particularly those of a sexual or intimate nature; c) recording a Minor's image or voice for personal or private use; d) maintaining relationships based on financial or material benefits for the Staff Member; e) treating Minors unequally or showing favoritism; f) shaming, humiliating, or insulting Minors; g) raising one's voice (e.g., shouting) unless justified by an immediate threat to life or health; h) disclosing a Minor's personal, sensitive, or embarrassing information to unauthorized persons, including other Minors; i) discussing or proposing alcohol, tobacco, or other addictive substances to Minors, or using them in their presence; j) hitting, pushing, or any other violation of physical integrity, including indecent touching; k) using vulgar language, inappropriate words, or gestures, especially those of a sexual or intimate nature.

## **B. Rules for relationships between Minors**

1. Minors on Company premises or at Company-operated locations must follow the rules for safe relationships between peers.
2. Staff Members and Subcontractors must monitor relationships between Minors and notify the Designated Team if necessary.
3. In their mutual relationships, Minors should follow these rules:
  1. Treat each other with respect, help one another, and maintain good manners.
  2. Any form of aggression, physical, psychological, or sexual violence is prohibited.
  3. Communicate respectfully with other Minors and adults (Staff/Subcontractors).
  4. Do not belittle, mock, or humiliate others.
  5. Discrimination is prohibited, including on the basis of origin, nationality, religion, economic status, family situation, age, gender, or disability.
  6. Do not use vulgar, offensive, or inappropriate language in any form of communication (verbal, written, or electronic).
  7. Avoid provocative behavior or unhealthy competition.
  8. Do not use offensive, sexual, or intimate gestures.
  9. Every Minor has the right to express their own views and thoughts, provided they do not violate the rights and freedoms of others.
  10. Do not engage in hate speech, discrimination (e.g., Nazism, Fascism), or promote inappropriate symbols or ideologies.
  11. The distribution or use of alcohol, tobacco, electronic cigarettes, and psychoactive substances is prohibited.

12. Any instance of violence, vulgarity, or threat to well-being must be reported to the Designated Team or another adult.

### **C. THE MINOR'S IMAGE**

1. The Company takes all necessary steps to protect the Minor's image, respecting their privacy and data protection laws (GDPR).
2. To protect a Minor's image, the Company follows these principles: a) Recording and publishing a Minor's image is only allowed in justified cases (e.g., catalogs, social media reports, brochures, or promotional materials). b) Recording and publishing an image requires the consent of both the Minor and their Legal Guardian. c) Materials containing a Minor's image are stored using appropriate security measures. d) Published images must not expose the Minor to potential abuse, including peer-to-peer abuse.

### **IV. SAFE USE OF ELECTRONIC DEVICES AND THE INTERNET**

1. When the Company provides Minors with electronic devices (e.g., computers, tablets, smartphones) or Internet access, it shall take necessary and feasible steps (including technical and practical measures) to ensure safety and prevent access to prohibited content, appropriate to the Minor's age and level of understanding. As a general rule, the Company minimizes the provision of electronic devices and Internet access to Minors; in practice, widespread access is not expected (especially for Minors participating in animations organized by the Company).
2. If circumstances require (particularly based on the Minor's age and level of discernment), the Company shall instruct the Minor on the rules for the safe use of the provided resources before allowing access.
3. The Company has no control over content accessed by Minors on their private electronic devices. However, to ensure safety, the Company may provide support to a Minor in the safe use of the Internet and electronic devices upon their request, while respecting the Minor's right to privacy.
4. Any Minor using electronic devices provided by the Company while on Company premises or at its places of operation, or while in contact with other Minors or Staff/Subcontractors, agrees not to use or distribute inappropriate resources. This specifically includes content that is sexual, intimate, vulgar, racist, discriminatory, pedophilic, or depicts violence.
5. If there is a suspicion that inappropriate content is present on electronic devices provided to Minors, members of the Designated Team are authorized to conduct an immediate inspection of the content on such devices.
6. If the inspection mentioned in paragraph 5 above reveals inappropriate content, the Designated Team will attempt to identify the person responsible for placing that content on the device and take appropriate action.
7. Threats related to the use of electronic devices and the Internet specifically include:
  1. access to pornographic, sexual, vulgar, racist, discriminatory, pedophilic, or violent content;
  2. access to content showing or encouraging violence, death, suicide, self-harm, other self-destructive behaviors, cruelty to animals, or crime;
  3. access to online services (portals, websites, contacts) that show or enable gambling, or the purchase of alcohol, tobacco, or other harmful substances;
  4. access to advertising materials unsuitable for Minors, including those regarding alcohol, tobacco, or erotic activities;
  5. access to websites, portals, or other online services that enable interaction with others, including dating sites, other than those provided by the Company.

8. When providing Internet access, the Company shall take necessary and feasible steps (technical and practical), appropriate to the Minor's age and level of understanding, to minimize the risk of access to illegal, harmful, or inappropriate content (including that mentioned in paragraph 7).
9. If the Company identifies any situation mentioned in paragraph 7, it will take the necessary steps to verify the incident and minimize future risks, including: a) analyzing and, if necessary, documenting the incident, including information on the persons involved and supporting evidence; b) interviewing the persons involved, taking into account the Minors' situation; c) notifying the Minor's Legal Guardian; d) notifying relevant public authorities if there is a suspicion that a prohibited act (crime) has been committed; e) implementing additional measures (if possible), such as technical safeguards, to minimize the risk of similar incidents in the future.

## V. PROCEDURES FOR SUSPECTED OR ACTUAL CHILD ABUSE

### A. General Principles

1. Child Abuse can take many forms and may involve various individuals.
2. Staff Members and Subcontractors must respond to all signs or suspicions of Child Abuse, regardless of the form, always prioritizing the Minor's welfare. These Standards provide a framework for such responses.
3. If a Staff Member/Subcontractor suspects Child Abuse or is informed of it by a Minor or Legal Guardian, they must record all relevant information in a note and submit it to the Designated Team along with an incident report.
4. The Designated Team must immediately inform the Company and start an appropriate intervention. If the incident involves a member of the Designated Team, another member or a person appointed by the Company will handle the intervention.
5. In complex or severe cases, the Designated Team may involve specialists, such as psychologists or educators.
6. All persons with access to information about Child Abuse must keep it confidential. This obligation is not limited by time or location.
7. **If a Minor's life or health is in danger, call emergency services immediately.** The first person to become aware of the danger must make the call and then provide a note to the Designated Team. The Minor must remain under the care of a Staff Member or the Designated Team until emergency services arrive.

### B. Suspected Abuse by a Staff Member or Subcontractor

1. If a Staff Member or Subcontractor is suspected of Child Abuse, these guidelines apply:
  1. Ensure the Minor is in a safe environment, specifically by preventing any contact with the potential perpetrator.
  2. Immediately inform the Legal Guardian of the potential incident.
  3. Where possible, interview the Minor, the Legal Guardian, and other persons who may have knowledge of the incident to establish the facts.
  4. Where possible, the Company and the Designated Team will interview the suspected Staff Member/Subcontractor to clarify the situation.
  5. Until the matter is resolved, the suspected individual must be removed from any duties involving contact with Minors, especially the victim.
2. Following the intervention, the Company and the Designated Team will decide to: a) report the matter to the authorities and take disciplinary action if the incident constitutes a crime; b) take

other disciplinary actions or impose penalties according to Company rules and law; c) close the intervention if no Child Abuse is found.

### **C. Suspected Abuse by a Legal Guardian**

1. If a Legal Guardian is suspected of Child Abuse:
  1. Attempt to ensure the Minor's safety and well-being, specifically by preventing contact with the potential perpetrator.
  2. Where possible, interview the Minor and others who may have knowledge of the incident to verify the facts.
  3. Interview another family member or Legal Guardian (other than the suspect), provided this does not harm the intervention or increase the risk to the Minor.
2. Following the intervention, the Company and the Designated Team will decide to: a) report the matter to the authorities if the incident constitutes a crime; b) initiate the "Blue Card" (*Niebieska Karta*) procedure if the incident constitutes domestic violence; c) request a family court to review the child's situation in other cases.

### **D. Suspected Peer-to-Peer Abuse**

1. If peer-to-peer abuse is suspected:
  1. Ensure the Minor's safety and prevent contact with the potential perpetrator.
  2. Immediately inform the Legal Guardians of the potential incident.
  3. Where possible, interview the victim and their Legal Guardians, and separately interview the suspected Minor and their Legal Guardians.
  4. Interview Staff or others who may have knowledge of the incident.
2. If the incident constitutes a crime, the Company and the Designated Team will notify the relevant authorities (Police, Prosecutor, or Family Court), depending on the age of the suspected Minor.
3. If no Child Abuse is found, the intervention is closed.

### **E. Support Plan after Child Abuse is Disclosed**

1. The Designated Team will prepare an individual support plan for Minors who have been victims of abuse, based on the Company's resources. Specialists may be involved in creating this plan.
2. The plan considers the Minor's individual situation and aims to isolate them from the suspect while providing information on how to get support from other institutions.
3. The support plan is agreed upon with the Legal Guardian (unless they are the suspect) and then presented to the Minor.
4. If the Legal Guardian is the suspect, the plan is adjusted accordingly.

### **F. Documentation of Child Abuse Incidents**

1. Every intervention must be documented using an **Intervention Card** (Appendix No. 2), describing the circumstances, actions taken, and follow-up steps.
2. The Company maintains an **Intervention Register** containing these cards. The Designated Team must update the register after every intervention.
3. The register must also include the final outcome of each intervention.

## **VI. THE DESIGNATED TEAM AND ITS DUTIES**

1. The Company has appointed a Designated Team to ensure the effective implementation of and compliance with these Standards.
2. If a member of the Designated Team is absent, or if a suspicion of Child Abuse concerns a member of the Designated Team, the remaining members must step in and perform their tasks.
3. The duties of the Designated Team specifically include: a) supervising the proper implementation and application of the Standards within the Company; b) preparing Staff Members and Subcontractors to apply the Standards, including organizing necessary training and providing ongoing support; c) receiving reports of Child Abuse and other irregularities; d) conducting internal investigations into violations of the Standards or Child Abuse incidents, and coordinating support for Minors; e) maintaining an internal incident register; f) entering information into the internal register, including the outcomes of interventions; g) filing applications or reporting incidents to relevant public authorities when justified, particularly in cases of Child Abuse; h) periodically verifying, reviewing, and updating the Standards; i) supervising actions related to threats arising from Minors' use of IT devices and the Internet provided by the Company.
4. With the Company's consent, the Designated Team may authorize other Staff Members to support them in their duties.
5. The Designated Team records all activities performed as part of their duties on an ongoing basis.
6. Staff Members must provide ongoing support to the Designated Team in the performance of its tasks.
7. The Designated Team can be contacted as follows: a) by mail to the Company's registered office: Rainbow Tours S.A., ul. Piotrkowska 270, 90-361 Łódź; b) by email: som@r.pl.
8. A change in the membership of the Designated Team does not require an amendment to these Standards and shall be made by a separate Company order.

## **VII. REVIEW AND UPDATE PROCEDURES**

1. At least once every 2 (two) years, the Designated Team shall review and evaluate compliance with the Standards, the level of awareness among staff, and the need for updates. Where possible, they will consider feedback from Staff Members. The primary goal of the review is to ensure the Standards meet current needs and comply with applicable laws.
2. The review process, results, findings, and recommendations must be documented in a written report and stored by the Company.
3. Based on the report, the Designated Team will recommend updates to the Company. If an update is approved, the Designated Team is responsible for preparing the updated version.
4. Once updated, the Standards will be made available as described in Section IX, paragraph 6 below. Staff Members and Subcontractors must read and follow the updated version.
5. If a review shows that no changes are necessary, the Standards will not be updated.

## **VIII. IDENTIFYING MINORS AND THEIR RELATIONSHIPS WITH ADULTS**

1. Minors are generally identified during airport check-in or hotel registration, or whenever reasonable doubts arise.

2. If in doubt, Staff Members and Subcontractors will take all reasonable steps to establish the relationship between a Minor and an accompanying adult. They will inform the adult about the Standards and the resulting obligations regarding the identification of Minors.

## **IX. FINAL PROVISIONS**

1. The Company has also developed a shortened version of the Child Protection Standards intended for Minors, which is attached as Appendix No. 3.
2. The Company makes both the full and shortened versions of the Standards available to Staff Members, Subcontractors, Minors, and Guardians through: a) display in a visible place at the Company's headquarters (ul. Piotrkowska 270, 90-361 Łódź) and in Customer Service Offices; b) publication on the Company's website; c) distribution to Staff Members and Subcontractors via official communication channels; d) providing access to the Standards in the HR Department.
3. These Child Protection Standards shall enter into force on **1 April 2026**.