

## **OPEN'ER FESTIVAL 2026**

### **PARKING REGULATIONS**

2. These regulations (hereinafter referred to as the "Regulations") are issued by the Organizer of the event named: "Open'er Festival" (hereinafter referred to as the "Event"), which will take place on 1.07 – 4.07.2026 (concerts on 1.07 – 4.07.2026), with the Parking operating in the period from 1.07 – 5.07.2026, in Gdynia, Gdynia-Kosakowo Airport, i.e. by the company: ALTER ART FESTIVAL SP. Z O.O. with its registered office in Warsaw at ul. Kazimierzowska 14, entered into the register of entrepreneurs by the District Court for the Capital City of Warsaw in Warsaw under KRS number: 227624 (hereinafter referred to as the "Organizer").
3. The Regulations are addressed to all persons who will be present on the Organizer's Area during the Event. Every person present on the Organizer's Area during the Event is obliged to comply with the provisions of these Regulations and the Event Regulations.
3. The following terms used in the Regulations shall have the following meaning:

"Organizer's Area" means a designated part of the Gdynia-Kosakowo Airport and adjacent plots remaining under the control of the Organizer, including the Festival Area as well as parking lots, internal access roads, pedestrian routes and technical facilities.

"Parking" means a designated part of the Organizer's Area (in accordance with the Event Regulations) intended for parking vehicles of Event participants or holders of a Technical Carpass. The Parking is paid and unguarded.

"Parking Ticket" means an individual consent to enter the designated part of the Organizer's Area intended for parking vehicles.

"Parking User", hereinafter referred to as the "User", means persons who have purchased a Parking Ticket entitling them to enter the Parking.

"Technical Carpass" means an appropriate identifier issued by the Organizer entitling to free entry to the Parking.

"Staff" means a person identifying themselves with a technical badge marked Parking Staff.

"Security Personnel" means persons entered on the list of qualified physical security staff or qualified technical security staff and performing security tasks for an entrepreneur who has obtained a license to conduct business activity in the field of protection of persons and property, whose services are used by the Organizer. Security Personnel operate in the areas of the Festival Area which do not constitute the Mass Event Zone and on the remaining Organizer's Area, in order to ensure the safety of persons and property located there, within the limits permitted by law. The powers and tasks of Security Personnel may be performed by persons carrying out security tasks, within the scope not requiring entry on these lists, for

an entrepreneur who has obtained a license to conduct business activity in the field of protection of persons and property, whose services are used by the Organizer.

“Organizer’s Representative” means a person identifying themselves with a technical badge named Promoter, authorized to make decisions on behalf of the Organizer.

#### **LEASE AGREEMENT, PARKING**

4. Upon purchase of a Parking Ticket, a lease agreement for a parking space is concluded between the Organizer and the User under the following conditions. The agreement does not include any obligation to guard or store on the part of the Organizer. The lease agreement for the parking space expires automatically after the lapse of the maximum permitted parking time, depending on the type of Parking Ticket purchased. The User acknowledges and agrees to these lease conditions and accepts the Regulations.
5. Entry to the Parking is located at Stefana Żeromskiego Street in Kosakowo and is possible only on the basis of a purchased Parking Ticket.

The Parking is available from 1.07.2026 from 14:00 until 5.07.2026 until 12:00, whereas entry to the Parking is possible during the following hours:

- from 14:00 on 1.07.2026 to 3:00 on 2.07.2026
- from 14:00 on 2.07.2026 to 3:00 on 3.07.2026
- from 13:30 on 3.07.2026 to 3:00 on 4.07.2026
- from 13:30 on 4.07.2026 to 3:00 on 5.07.2026

#### **PARKING FEE, PARKING TIME, ENTRY AND EXIT**

6. The parking fee for each occupied parking space is determined on the basis of the current price list available at [www.opener.pl](http://www.opener.pl).
7. At the Event, the following types of Parking Tickets are distinguished:
  1. Single-entry Parking Ticket for a car up to 5 seats – K
  2. Single-entry Parking Ticket for a car over 5 seats – K
  3. Single-entry Parking Ticket for a motorcycle – K
8. Parking Tickets are available for sale from the official ticket distributor in the fantix.pl service and at the parking ticket office.
9. All tickets entitle to a single entry to the parking on any day of the parking operation.

10. A Parking Ticket purchased online must be presented to the parking staff at the Verification Point. A ticket purchased on site at the ticket office must be placed in a visible place behind the front windshield of the vehicle.
11. The Parking Ticket authorizes parking of vehicles only within the Parking area, the location of which is specified in point 5 of these Regulations, in a place indicated by Staff or Security Personnel.
12. After the permitted parking time has expired, a parking fee as for another entry applies.
13. After the expiry of the maximum permitted parking time, i.e. until 5.07.2026, until 12:00, the Organizer is entitled to remove the vehicle from the parking at the User's expense without the need to obtain court authorization.

#### **ORGANIZER'S LIABILITY**

14. The Organizer bears no responsibility whatsoever for vehicles, items constituting their equipment or left in them, as well as other items left in the Parking..
15. The Organizer is liable only for proven damages caused by intentional fault or negligence of the Organizer. The User is obliged to immediately report such damage to the Organizer. Visible damage must in every case be reported before leaving the Parking. The Organizer is not liable for damages for which other Users, third parties or force majeure events (i.e. weather conditions) are responsible.

#### **USER'S LIABILITY**

16. The User is responsible for all culpable damages caused to the Organizer or third parties by themselves or accompanying persons. The User is obliged to report such damages to the Organizer immediately, without being called upon, at the latest before leaving the Parking.

#### **RIGHT OF LIEN**

17. The Organizer, due to its claims arising from the lease agreement, is entitled to the right of retention and statutory lien on the User's parked vehicle.

#### **PROVISIONS REGARDING USE OF THE PARKING**

18. Vehicles may be parked only in parking spaces designated by Staff or Security Personnel. In the event of non-compliance, the Organizer is entitled, at its discretion, to order towing of the vehicle at the User's expense or to charge an additional fee for improper parking in the amount of 1000 PLN. The Organizer is entitled, in the case of an improperly parked vehicle, to immobilize it using technical means..

19. The Organizer may refuse entry to the parking for vehicles constituting a carrier of any advertising content, promoting entities not agreed with the Organizer or content violating applicable law or good practice.
20. On the Parking area, conducting any advertising, marketing, promotional or commercial activity not previously agreed with the Organizer is prohibited. Persons violating this prohibition and their vehicles may be removed, and the Organizer may pursue appropriate fees through civil proceedings.
21. The User is obliged to comply with road signs, speed limits, Organizer markings, other conditions of use and follow instructions of Staff and Security Personnel.
22. The Organizer establishes a ban on entry and parking of:
  - a. vehicles with trailers,
  - c. camper vehicles,
  - d. vehicles over 2.8 m in height,
  - d. coaches,
  - e. buses,
23. The Organizer's Representatives, Security Personnel, or Staff members designated by the Organizer's Representative have the right to inspect a vehicle for the presence of dangerous items such as pyrotechnic materials, weapons, and intoxicating substances, the bringing of which onto the Parking is prohibited.
24. Nie Failure to stop at control points or upon request may result in refusal of entry or removal.
25. Sleeping in or on vehicles is prohibited and may result in immediate removal at the User's expense.
26. In the event that it is determined that the parking space assigned to the User by the Staff during the permitted parking time is being used for purposes other than parking the User's vehicle, in particular for accommodation purposes, the User shall be obliged to pay the Organizer a contractual penalty in the amount of 1000 PLN.

### **SAFETY PROVISIONS**

27. On the Parking, vehicles may move only at a speed up to 30 km/h.
28. Consumption of alcohol, use of open fire and unnecessary engine testing are prohibited.
29. Parking vehicles with leaking fuel tanks or engines is prohibited.

30. The Parking is intended solely for parking vehicles holding a valid Parking Ticket or a Technical Carpass. Any other activities are prohibited.
31. Repairs, cleaning or draining fluids are prohibited.
32. Stopping on roads, entrances and exits is prohibited.
33. Washing vehicles is prohibited.
34. For the safety of Event participants, which under applicable regulations constitutes a mass event, blocking access roads that also serve as routes for emergency services is prohibited. In justified cases, the Organizer or persons designated by the Organizer may remove a vehicle posing a threat without the owner's knowledge and without the need to obtain court authorization.
35. The User acknowledges and agrees that, in the event of a sudden threat, in particular one related to the safety of the Event, the Organizer is entitled to change the parking location of the vehicle.
36. In the event of an unforeseen incident, in particular in the case of force majeure such as weather conditions (storm, heavy rainfall), for the safety of participants, the Organizer may order a temporary suspension of vehicle traffic in the parking area and on access roads.
37. The costs of removing a vehicle from the Parking, additional fees (including an additional parking fee), and contractual penalties imposed by the Organizer in accordance with the provisions of the Regulations may be pursued by the Organizer against the User through legal proceedings, including with the use of data obtained from the Central Vehicle and Driver Register (CEPiK).
38. In matters not regulated, the Civil Code applies.
39. The Regulations enter into force on 30 April 2026.

Warsaw, 30 April 2026.