

**TERMS AND CONDITIONS OF CAMPSITE
of the Event "OPEN'ER FESTIVAL"
GDYNIA, GDYNIA-KOSAKOWO AIRPORT, 27.06 – 2.07.2023
(Concerts held on 28.06 – 2.07.2023)**

I. GENERAL PROVISIONS:

1. The Terms and Conditions are issued by the Promoter of the Event under the name: "Open'er Festival" (hereinafter referred to as "the Event"), which will be held on 27.06.2023 – 2.07.2023 (concerts held on 28.06.2023 – 2.07.2023), with the period of operation of the Campsite Zone (hereinafter referred to as the "Zone") on 27.06.2023 – 2.07.2023, in Gdynia, Gdynia-Kosakowo Airport, that is, ALTER ART FESTIVAL SP. Z O.O. residing in Warsaw, ul. Kazimierzowska 14, entered in the register of companies by the District Court for the City of Warsaw under KRS number 227624, (hereinafter referred to as 'Promoter').
2. The Terms and Conditions are addressed to all persons who will stay in the Zone during the period of its operation, specified in point 1. Each person staying in this area during the Event is obliged to comply with the provisions of these Terms and Conditions and the Terms and Conditions of the Event.
3. The purpose of the Terms and Conditions is to ensure the safety of guests staying in the Zone by specifying the rules of behavior and use of the Zone, as well as the devices located in it. Moreover, the purpose of the Regulations is to regulate the rights and obligations of the Guests during their stay in the Zone in connection with the purchase of the relevant Entry Ticket.
4. The terms used in the Terms and Conditions hereunder shall have the following meaning:

"Campsite Ticket" (hereinafter referred to as "Ticket") means an individual consent to enter the Zone, which must be exchanged for an Identifier (wristband) before the first entry to the Zone.

The following types of Tickets are distinguished:

- 4-day pass with a campsite,
- 2-day pass with a campsite,
- surcharge for the campsite.

"Campsite ID" (hereinafter referred to as: "ID") is a designation issued by the Promoter before entering the Zone upon return of the Ticket; The ID, the pattern of which is set by the Promoter, will have the form of a wristband permanently attached to the wrist for the entire duration of the Event. The ID may be used by only one person. Damage or rupture of the ID causes its expiration; it is forbidden to give away the ID; The ID badge may also be issued by the Promoter to persons working in the preparation and / or implementation of the Event with the Promoter's individual consent.

"Technical ID" means an ID issued by Promoter to persons working in the preparation and / or implementation of the Event and / or the Zone in accordance with the organizational Terms and Conditions addressed to contractors and persons working in the preparation and implementation of the Event.

"Security Staff" means persons entered on the list of qualified physical security personnel or qualified technical security personnel, and performing security tasks for the benefit of an entrepreneur who has obtained a license to conduct business activities in the field of security services and property services used by the

Promoter. Security Staff have an identification badge, their task is to take care of the safety of people staying in the Zone, including the control of Guests' rights to enter the Zone.

"Campsite Zone" means a part of the area designated by the Promoter, on which there is a campsite or other place to which a campsite may be moved for important reasons and made public before the Event;

"Participant" means a person authorized to enter and stay in the Zone on the basis of the ID issued with the return of the Ticket or with the consent of the Promoter. A minor who, on the day of exchanging the Ticket for the ID, is at least 16 years old may stay in the Zone on their own. A person who on the day of exchanging the Ticket for the ID is under 16 years of age may stay in the Zone under the care of an adult and under the sole responsibility of the adult under whose custody he/she remains (legal guardian or a person authorized by him/her), after purchasing Tickets for both a minor and an adult; the purchase of a ticket does not apply to a minor who on the day of entry to the Zone is under 3 years of age. Guardians of children under 3 years of age and minors over 16 years of age are required to have at the entrance to the Zone a document confirming the age of the child / minor. Lack of the document is tantamount to purchasing a ticket for the child or refusing entry without a guardian.

"Promoter's Representative" means a person identifying himself with the Technical Identifier named Promoter, authorized to make decisions on behalf of the Promoter.

"Service Staff" means a person identifying himself/herself with the Technical ID with the designation "Campsite" and takes care of the zone organization.

II. ENTRY TO THE ZONE:

5. Entry to the Zone is granted to a Guest who has an appropriate and undamaged ID permanently fixed on his/her hand, previously received on the basis of the Ticket exchange and indication of the Tenant or the individual consent of the Promoter before the first entry to the Zone, during the period:

- for Guests with a 4-day pass with a campsite:

From 27.06.2023, 12:00 p.m. to 2.07.2023, 2:00 p.m.

- for Guests with a 2-day pass with a campsite:

From 30.06.2023, 10:00 a.m. to 2.07.2023, 2:00 p.m.

- for Guests with a one-day ticket with a surcharge to the campsite:

from the day ticket validity date, 10:00 a.m. until the following day, 2:00 p.m.

If the Guest is a minor under the age of 16, he or she may stay in the Campsite Zone only under the care of an adult who, when entering the Zone for the first time, will provide at the information desk a declaration of responsibility for the minor according to the template developed by the Promoter.

6. Regardless of the fulfillment of the conditions set out in point 5 above, the Promoter may refuse entry to the Zone to persons:

- a) who do not have an ID;
- b) whose external appearance makes it impossible to identify;
- c) who do not have an identity document;
- d) refusing to submit to the activities referred to in point 14 -a) - c) of these Terms and Conditions;
- e) under the visible influence of alcohol, intoxicants, psychotropic drugs or other similar substances;

- f) possessing weapons or other dangerous objects, explosives, pyrotechnic products, fire-hazardous materials, alcoholic beverages with an alcohol content exceeding 4.5% (except for beer), intoxicants or psychotropic substances; It is up to the Security Staff to assess items and classify them as dangerous.
- g) behaving aggressively, provocatively or in any other way posing a threat to public safety or order.

III. ORGANIZATIONAL AND ORDER RULES BINDING IN THE ZONE:

- 7. The Promoter ensures the safety of people present in the Zone and the order during the period of its operation described in point 1 of these Regulations, including:
 - a) designating places to put up tents;
 - b) appointing Security Staff with distinctive elements of clothing;
 - c) provision of hygienic and sanitary facilities and access to medical assistance in the Campsite Zone open 24 hours a day;
 - d) changing the place of organization of the Zone to another, if necessary;
- 8. The Promoter also provides additional amenities for Guests entitled to enter the Zone, located outside the Zone:
 - unguarded, supervised car park for passenger cars with a maximum permissible weight not exceeding 3.5 tons (the fee for each entry is PLN 30 / passenger car);
 - deposit at the entrance to the Zone (the fee for each collection of left-over items is 30 PLN).
- 9. Guests and all other persons in the Zone are required to follow the instructions of the Security Staff, Promoter's Representatives and Service Staff. Refusal to comply with these instructions may only be due to their inconsistency with generally applicable laws.
- 10. Guests and all other people in the Zone are obliged to behave in a way that does not endanger the safety of other people present in the Zone, and in particular to comply with the provisions of the Terms and Conditions. It is forbidden to destroy the infrastructure located in the Zone. Guests are required to use the sanitary facilities only for their intended purpose.
- 11. Guests and all persons in the Zone are required to have valid IDs on their wrists. Lack of ID or having a broken or damaged ID, as well as an ID not fastened on the wrist, is an unambiguous basis for removing a Guest from the Zone. In the event of breaking or damaging the ID badge (in the Zone), the Guest is obliged to immediately report to the manager of the Zone Security Staff or the Promoter's Representatives together with the damaged ID in order to replace the ID with a new one. Only IDs damaged in the Zone are replaced. Unauthorized leaving the Zone with a damaged or torn ID without prior notification to the manager of the Zone Security Staff or the Promoter's Representatives is tantamount to resignation from participation in the Event and from staying in the Zone.
- 12. In the Zone following are prohibited:
 - a) setting up tents outside the designated places;
 - b) fires;
 - c) using of open fire in tents;
 - d) setting up tents larger than 4 people;
 - e) bringing and using gas cylinders;

- f) bringing and using solid and liquid fuel stoves;
- g) bringing and using liquid fire lighters for the grill;
- h) grilling outside the designated area;
- i) connecting to the existing electrical network, outside designated places;
- j) interfering in any way with the surrounding greenery;
- k) devastating infrastructure;
- l) disturbing order;
- m) littering the area;
- n) bringing alcoholic beverages with an alcohol content above 4.5% (except for beer) and intoxicants;
- o) bringing animals, with the exception of guide dogs;
- p) bringing, possessing and using over the Zone and in close contact with unmanned aerial vehicles, drones;
- q) to enter and park cars and other vehicles, except for authorized vehicles.

13. In the event of unfavorable weather conditions during the Zone's operation, which may pose a risk of flooding tents located in the Zone, which have been put up by the Participants, the Promoter agrees to dig holes and drainage ditches, provided that the Participant brings the previously modified area to its original state, before the end of the period in which the Participant is allowed to enter the Zone, specified in point 5 of the Terms and Conditions.

14. Security Staff, who have an identification badge, are entitled to:

- a) determining the rights of people to stay in the Zone, and in the case of lack of such rights - summoning them to leave the Zone;
- b) viewing the contents of luggage, clothing of persons, in the event of suspicion that these persons are bringing in or possessing prohibited items listed in the Terms and Conditions of the Zone and Event;
- c) issuing orders to persons disturbing public order or behaving contrary to the Terms and Conditions, and in the event of failure to comply with these orders - calling them to leave the Zone;
- d) use of direct coercion measures within the provisions of the Act on the protection of persons and property and the provisions of the Act of May 24, 2013 on measures of direct coercion and firearms (Journal of Laws 2022 item 1416);
- e) capture, for the purpose of immediate transfer to the Police, people who clearly pose a direct threat to human life or health, as well as the protected property.

15. Security Staff may remove from the Zone persons who by their behavior disturb public order or behave contrary to the Terms and Conditions.

16. Depending on the potential risks and needs, the Security Staff may be equipped with, among others, the following:

- handheld metal detectors,
- templates of tickets, badges and other documents entitling to enter the Zone,
- other necessary and legally permitted personal protective equipment.

17. The Security Staff shall verify a person's right to be in the Zone by checking whether the person has a valid ID or other document authorizing them to enter the Zone.

18. If the contents of the inspected luggage or clothing are found to contain items that are forbidden to be brought in and carried in the Zone, the Security Staff refuse to let the person who has been found to have these items, or remove them from the Zone.
19. In the event that weapons or other dangerous objects, explosives, pyrotechnic and fire hazardous materials, as well as narcotic and psychotropic drugs are found in the contents of the vehicles, baggage or clothing being inspected, the Security Staff shall take the person in whose luggage or clothing these objects were found and, after collecting them, shall draw up a report on this activity and then hand this person over to the Police together with the collected objects.
20. It is forbidden to conduct any commercial activity, as well as advertising and promotional activities in the Zone without the authorization of the Promoter.
21. The Promoter ensures fire safety for the persons staying in the Zone by ensuring that the Security Staff and the Promoter's Representatives must know the location of hand-held fire-fighting equipment and hydrants and the rules of conduct in case of fire;
22. During the Zone's operation, the Promoter and Guests, as well as other persons staying in the Zone, undertake to comply with the provisions of the Act on Upbringing in Sobriety and Counteracting Alcoholism.

IV. COMPLAINTS:

23. Any complaints may be submitted to the following correspondence address of The Promoter, within 21 days from the closing date of Event:

ALTER ART FESTIVAL SP. Z O.O.
ul. Kazimierzowska 14,
02-589 Warszawa.

24. The complaint needs to include the name, surname and mailing address of a person filing a complaint, as well as reason of a complaint and the content of the claims.
25. The Promoter recognizes the complaints filled according to the point 23 and 24 here above and responses within 14 days since the day the complaint was delivered to the Promoter.
26. Exhausting the complaint is voluntary and is not the condition of submitting claims.
27. The administrator of personal data is ALTER ART FESTIVAL SP. Z O.O. with headquarters in Warsaw, Kazimierzowska 14. Personal data are processed in order to resolve complaints. Providing personal data is voluntary, but necessary to receive a response to the complaint. The legal basis for the processing of personal data is their necessity to achieve the objectives resulting from legally justified interests pursued by the administrator, subject to consideration of complaints. The Administrator may process the personal data of the Participants as long as it is necessary to achieve the purposes for which the data was collected,

unless there is a technical, legal or other important reason justifying the removal, destruction or anonymization of these data.

28. A person who the data regard has the right to request the administrator to access his personal data, rectify them, delete or limit processing, the right to object to the processing and the right to transfer data, as well as the right to file a complaint to the supervisory body.
29. For the purposes of these Regulations, "Force Majeure" means any event beyond the control of the Promoter, including random event, war, uprising, riots, riots, acts of terrorism, fire, explosion, flood, theft of essential equipment, intentional damage, cyberattack, strike, lock-down, weather conditions, security for a third party, national defense requirements, acts and regulations of state or local government administration bodies. The Promoter will not be liable to the Event Participants for failure to perform any obligations under these Regulations to the extent that it will be caused by the occurrence of Force Majeure.

V. FINAL PROVISIONS:

30. The Terms and Conditions are available:
- at the festival website, i.e. www.opener.pl;
 - at the entrances to the Zone
31. Any correspondence to the Promoter must be sent to the address specified in point 23, in writing.
32. Security Staff and Promoter's Representatives may issue their own safety and fire instructions in accordance with the provisions of the law in force.
33. In the matters not defined by Terms and Conditions, generally applicable provisions of law shall apply.
34. The Terms and Conditions come into force on May 17th, 2023.
35. The Promoter has the right to change these Terms and Conditions:
- a) due to the need to ensure the proper course of the Event and to ensure the safety of the Event Participants.
 - b) in order to remove errors or mistakes in the content of the Regulations;
 - c) to adapt the Regulations to applicable law;
 - d) if the need to amend the Regulations resulted from circumstances beyond the control of the Promoter, which occurred after the announcement of the Regulations, and which the Promoter could not foresee earlier.

The Promoter informs about changes to the regulations on the on the festival website, that is www.opener.pl.

Warsaw, May 17th, 2023