

TERMS AND CONDITIONS OF THE CAMPER SITE AT THE EVENT

Under the name: "OPEN'ER FESTIVAL 2018"

Gdynia, Gdynia Airport - Kosakowo, 4-7.07.2018

I. GENERAL PROVISIONS

1. The Terms and Conditions are issued by the promoter of event under the name "Open'er Festival", which will take place on 4-7.07.2018 with Camper site working from 3-8.07.2018 in Gdynia - Kosakowo airport (hereinafter referred to as "Event"), that is, ALTER ART FESTIVAL SP. Z O.O. residing in Warsaw, ul. Kazimierzowska 14, entered in the register of companies by Warsaw District Court under KRS number 227624 (hereinafter referred to as "Promoter").

2. The Terms and Conditions are intended for all persons who will be staying in the area of the camper site during its operating hours determined in point 1 of these terms and Conditions. Every person staying in this area in the course of Event is obliged to abide by the provisions of these Terms and Conditions.

3. The aim of The Terms and Conditions is to ensure the safety of participants staying at the Camper site by defining the rules of behaviour of persons present at Camper site and of their use of the indicated part of the Camper site area as well as the use of the facilities situated in the Camper site, and, furthermore, to regulate the rights and duties of the participants staying at the Camper site related to the purchase of the entrance tickets to Camper site.

4. The terms used in the Terms and Conditions hereunder shall have the following meaning:

"Ticket": an individual permit of admission to Camper site, which must be exchanged for a wristband (Wristband) when entering Camper site area for the first time.

"Wristband": a Wristband issued by Promoter at the entrance of Camper site area in exchange for Ticket; Wristband has the form of an wristband, of which the design is established by The Promoter, fixed permanently on the wrist; Wristband can be used by one person only; damaging or tearing off of Wristband makes it invalid; transfer of Wristbands is forbidden;

"Security Service" mean the persons appointed by The Promoter, including the employees of a security agency, carrying ID badges, to ensure the safety of persons staying at the Camper site area as well as to control the rights of Participants to enter Camper site area. The Security Service and Information Service members possess ID badges placed where they are visible, containing: the name of the issuer, identification number and photograph, expiry date, the stamp and signature of the issuer;

"Camp site area": a designated part of Gdynia - Kosakowo airport, where camp site is located or any other place to which camp site may be moved to for important reasons and which will be announced to the public before Event

"Camper site area": a designated part of Gdynia - Kosakowo airport, where camper site is located or any other place to which camper site may be moved to for important reasons and which will be announced to the public before Event.

"Event Participant ": a person entering the Camper site on the basis of Wristband issued in exchange for Ticket. Event Participant may be a minor up to 16 years of age (under supervision of an adult person) after purchasing Tickets for both the minor and the adult; purchasing the tickets does not concern a minor under 3 years of age. Minors over 16 years (person born before 4 July, 2002) of age may enter the Camper site area without adult supervision. Parents and guardians are obliged to possess a document confirming the first and last name and the age of the child. A child up to 3rd year of age on the day of entering the Camper site area does not need a ticket, only a document confirming child's age. Lack of such document equals to the necessity of purchasing a ticket for a child or a refusal of admission to the Camper site area.

II. ADMISSION TO THE CAMPER SITE:

5. The admission to Camper Site area is granted to all who possess an identification document and Ticket which, at the first entrance into Camper Site area, will be exchanged to Wristband. Each next admission to Camper Site area is granted to Participants carrying an undamaged Wristband fixed permanently on their wrists on the following days:

- for Participants, who purchased a 4 day ticket with camp site: from 3.07.2018 from noon until 8.07.2018 until 2:00 pm;

- for Participants, who purchased a 2 day ticket with camp site: from 6.07.2018 from 10:00 am until 8.07.2018 until 2:00 pm;

- for Participants, who purchased a 1 day ticket with camp site surcharge: for the day it concerns from from 10:00 am until the next day until 2:00 pm;

If Participant of Event is a minor up to 16 years of age, he/she can stay at the Camper site area only if supervised by an adult person who, on entering Event for the first time, will sign the declaration of taking responsibility for the minor, provided by Promoter at the information desk.

6. Arrival at the Camper Site area is possible only for a camper or a camping trailer with the car it is attached to, on the basis of previously purchased Camper site ticket. Passenger cars other than towing the camping trailer cannot drive in at the Camper site area.

7. Irrespective of meeting the conditions stated above in point 5,6 herein, Promoter is obliged to refuse admission to Camper Site area to the following:

- a) persons without Wristbands;
- b) persons whose appearance makes their identification impossible;
- c) persons who do not have identification documents.
- d) persons who refuse to undergo the activities described in point 17 –a), c) of the Terms and Conditions.

- e) persons under the visible influence of alcohol, intoxicants, psychotropic drugs or any other agents with similar effect;
- f) persons carrying weapons or other dangerous objects, explosives, pyrotechnic materials, flammables, alcoholic drinks with alcohol content over 4,5% (except for beer), psychoactive agents or substances.
- g) persons acting violently, provocatively or in any other way which might threaten safety and order of Event;
- h) Camper or a camping trailer equipped with gas installation (propan, butan or propan-butan type) which does not bear any documentation confirming it has a valid technical inspection of the gas installation mentioned herein.
- i) a vehicle which is not equipped with fire extinguisher with valid document confirming its inspection.

The decision whether or not the objects are dangerous rests upon the Security Service.

8. Drive in and out at the Camp site may be controlled by the workers of the Security Services.

9. During the hard traffic near the Camp Site area, that is on 4-8.07.2018 between 0:30 am – 5:00 am drive in and out at the Camper Site area may be totally impossible.

III. ORDER AND ORGANIZATIONAL REGULATIONS BINDING IN THE CAMPER SITE AREA:

10. The Promoter ensures safety of the persons present at Camper Site area as well as the order in the course of its opening hours described in the point 1 of this Terms and Conditions by, among others:

- a) providing Security Service and Information Service with distinctive elements of clothing;;
- b) providing medical assistance in the medical point open 24h/7 located at the Camp Site area;
- c) providing sanitary facilities;
- d) changing the Camper Site area to another if the need arises.

11. Promoter also provides additional facilities for the Participants entitled to enter the Camper Site area, located near the Camp Site area:

- Car park unguarded, supervised for cars with maximum total weight not exceeding 3,5 tone (fee for each time arrival at the car park PLN 30 per car);
- deposit at the entrance to the Camp Site area (fee for each time use equals to PLN 10).

12. . Event Participants and any other persons staying at Camper Site area are obliged to comply with the orders of Security Service, including the security manager. The refusal to comply with these orders may result from the fact that they are in contradiction with the generally binding law.

13. Event Participants and any other persons staying at Camper Site area are obliged to behave in a way which does not threaten safety of other persons staying at the Camper Site area and, in particular, to abide by the provisions of the Terms and Conditions. It is forbidden to damage signs and information boards, advertising

media, devices and equipment located in the Camper Site area, etc. Participants are obliged to use sanitary facilities only for their intended purpose.

14. Event Participants as well as any other persons who are at Camper Site area are obliged to wear valid Wristbands on their wrists. The lack of Wristband or the possession of a broken or damaged wristband or the one not fastened on the hand is tantamount to expel such person from camper Site area. In case of breaking or damaging the wristband (at event venue), Event Participant is obliged to report to the security manager at the camper Site area exit gate with the damaged wristband immediately to replace the damaged wristband with a new one. Only the Wristband damaged inside Camper Site area, and not outside it, is subject to replacement. Leaving the Camper Site area with damaged or removed Wristband without notifying the Security Manager is tantamount to quitting the Event and staying at the camper Site area with no re-admission.

15. Promoter informs that the maximum number of people staying in one camper or camping trailer cannot exceed 8 people.

16. At the Camper Site area it is prohibited to:

- a) light fires;
- b) pitching tents;
- c) have barbecues outside marked areas;
- d) connecting with the electrical network without supervision of a Camper Site area manager;
- e) alter the surrounding greenery in any way,
- f) devastate Camper Site area facilities;
- g) disturb the peace in the camping area;
- h) litter the Camper Site area;
- i) bring in alcohol beverages with alcohol content exceeding 4,5% (except for the beer) and drugs;
- j) bring in animals except for guide dogs;
- l) bring in and use pyrotechnic materials;
- k) bring in, possess as well as using at the Camper Site area and its near area any drones;

17. Security and Information Service, carrying ID badges placed where they are visible, are entitled, under the provisions of Act, to:

- a) verify the right to stay at the Camper Site area, and in case of having no such rights- call to leave the Camper Site area;
- b) inspect the contents of vehicles, persons' bags and clothes in case of suspicion that these persons bring in or carry forbidden objects described in these Terms and Conditions;
- c) give safety orders to persons disturbing the peace or acting against the Terms and Conditions of Camper Site area Terms and Conditions, and in case their orders are not carried out - call them on to leave the Camper Site area;

d) in cases defined in article 11, point 1 and 2 of the Act of 24 May, 2013 on the means of physical coercion and firearms (Journal of Laws, item 628), coercive means defined in article 12, paragraph 1, point 1, letter a and b, point 2, letter a and point 12, letter a in this Act;

e) apprehend persons directly threatening the life and health of other persons as well as the protected property, in order to hand them over to the Police immediately.

18. Security Service and Information Service are obliged to expel from Camper Site area all persons whose behaviour disturbs public order or violates Terms and Conditions.

19. Depending on potential risk and needs, Security Service and Information Service members can be equipped with, among others:

- handheld metal detectors,
- specimens of tickets, wristbands and invitations,
- other necessary and legally permitted means of personal protection.

20. A member of Security or Information Service verifies if a person is entitled to stay at the Camper Site area by verifying whether the person has a valid Ticket and, after its exchange, a Wristband.

21. In case of finding in a vehicle, persons' bags and clothes any forbidden objects described in these Terms and Conditions any objects possession and bringing of which is forbidden at the camper Site area a member of Security Service refuses the person in whose belongings such objects have been found the admission to Camper Site area or expels the person from the camper Site area.

22. In case of finding in a vehicle, persons' bags and clothes any weapon or any other dangerous items, alcohol beverages, explosives, pyrotechnic materials and flammables as well as drugs a member of Security Service captures the person in whose belongings such objects have been found and after taking it away makes a protocol of this event and after transfers such person to the Police together with the forbidden items.

23. It is forbidden to perform any commercial or other economic activity without the Promoter's authorisation, as well as to perform any promotional or advertising activity in the Camper Site area without the Promoter's authorisation.

24. Promoter provides fire safety to the persons staying at the camper Site area by ensuring that:

- a) service staff, Security and Information Service and Promoter know the location of basic fire fighting equipment and fire hydrants as well as fire Terms and Conditions;
- b) Security and Information Service must be trained in: rules of conducting evacuation, methods of alerting Fire Brigade, rules of the use of basic fire -fighting equipment and first-aid.

25. In the course of the open hours of the Camper Site area, the Promoter and Event Participants, as well as any other persons staying in its venue are obliged to abide by the provisions of Education in Sobriety and Alcoholism Prevention Act.

IV. COMPLAINTS:

26. 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.

27. Complaints shall contain name, surname and correspondence address of a person filing a complaint, as well as the cause of complaint and the demand content.

28. The Promoter reviews complaints filed in accordance with point 26 and 27 above within 21 days from handling the containing registered letter to the Promoter.

29. Exhausting the complaint procedure specified in this section of the Terms and Conditions is the condition of submitting claims.

30. 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.

31. A person who the data regards, 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.

VIII. FINAL PROVISIONS:

32. Ni The Terms and Conditions are available:

- at the www.opener.pl website.
- at the entrance to the camper Site area;

33. Any correspondence to the Promoter must be sent to the address specified in point 26, in writing.

34. Security- and Information Service may issue their own safety and fire instructions in accordance with the provisions of the law in force.

35. In the matters not defined by Terms and Conditions, the provisions of Act shall apply.

36. The Terms and Conditions come into force on May 7, 2018.

37. The promoter has the right to change these Regulations, in particular due to the need to ensure the proper course of the Event and the safety of the Participants. Promoter informs of the changes in the Terms and Conditions on the festival website, that is www.opener.pl