

TERMS AND CONDITIONS OF CAMPER AREA

Of Event under the name "OPEN'ER FESTIVAL"

GDYNIA, GDYNIA-KOSAKOWO AIRFIELD, 29.06 - 4.07.2027

(Concerts held 30.06 – 4.07.2027)

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 June 29th, 2027 - July 4th, 2027 (concerts held on June 30th - July 4th, 2027), with the period of operation of the Camper Area Zone (hereinafter referred to as the "Zone") on June 29th, 2027 - July 4th, 2027, 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:

"Tenant" - a person ordering, purchasing a parking ticket for a camper or caravan at www.fantix.pl. The Tenant can be a Guest at the same time.

"Guest" - a person registered in a camper or caravan, indicated by the Tenant, entitled to stay and use it, being both the Ticket holder and the Event Participant pursuant to the Terms and Conditions of the Event, or with the Promoter's consent. The maximum number of people living in one camper or caravan may not exceed 8 people.

"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.

"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.

"Parking ticket for a camper or caravan" (hereinafter referred to as the "Parking Ticket") means consent to park the camper or caravan with a car towing it in the Zone, which the Promoter makes available to the Tenant for the period from 12:00 June 29th, 2027 to 14:00 July 4th, 2027 on the basis of the fee paid via the website www.fantix.pl. Possession of a parking ticket does not release the Tenant from the obligation to possess the Ticket;

"Camper ID" is a designation issued by the Promoter to each of the Guests indicated by the Tenant before entering the Zone; The ID the design of which is set by the Promoter, will have the form of a wristband permanently placed on the hand for the entire duration of the lease. 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;

"Campsite Identifier" (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;

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

"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;

"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 and a Camper 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 June 29th, 2027 at 12:00 to July 4th, 2027 at 14:00

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

- for Guests with a Two-Day Ticket with a campsite, Wednesday – Thursday (30.06.2027 – 1.07.2027): From 30.06.2027, 10:00 a.m. to 2.07.2027, 2:00 p.m.
- for Guests with a Two-Day Ticket with a campsite, Thursday – Friday (1.07.2027 – 2.07.2027): From 1.07.2027, 10:00 a.m. to 3.07.2027, 2:00 p.m
- for Guests with a Two-Day Ticket with a campsite, Friday – Saturday (2.07.2027 – 3.07.2027): From 2.07.2027, 10:00 a.m. to 4.07.2027, 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 am until the following day, 14:00

If the Guest is a minor under the age of 16, he or she may stay in the Camper 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 and Camper 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 16 -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) designation of parking spaces for campers and caravans;
 - b) appointing Security Staff with distinctive elements of clothing;
 - c) provision of hygienic and sanitary facilities and access to medical assistance in the Campsite area open 24 hours a day;
 - d) changing the place of organization of the Zone to another, if necessary;
 - e) controlling entry and exit from the Zone by Security Staff, Service Staff or Promoter's Representatives. During peak traffic periods (i.e. 0:30 am – 5:00 am) near the Zone, the entry and exit from it may be completely closed.
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 in accordance with the parking price list);
 - deposit (the fee for each collection of left-over items is 40 PLN).
9. After the lapse of the maximum permissible parking time, i.e. until July 4th, 2027, until 14:00, the Promoter entitled to remove the vehicle from the Zone at the expense of the Renter without the need to obtain court authorization.
10. In justified cases, the Promoter or persons designated by them may remove a hazardous vehicle without the knowledge of the owner and the need to obtain a court authorization.
11. The Promoter is responsible only for proven damages caused by the Promoter's willful misconduct or negligence. The Tenant is obliged to immediately report such damage to the Promoter. Visible damage must be reported at all times before leaving the Zone. The Promoter is not liable for damages for which other Tenants, third parties or force majeure events (i.e. weather conditions) are responsible.
12. 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.
13. 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.
14. Guests and all persons in the Zone are required to have valid IDs on their wrists. Lack of IDs 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.

15. In the Zone it is prohibited:

- a) entering and parking with a camper or caravan equipped with a propane, butane or propane-butane gas installation, which do not have documentation confirming a valid technical inspection of the above-mentioned gas installation;
- b) enter and park with a vehicle that does not have a fire extinguisher with a valid test confirmed by an appropriate document;
- c) setting up tents outside the designated places;
- d) fires;
- e) using of open fire in tents;
- f) bringing in and using gas cylinders, except for those connected to the gas installation system of a camper or caravan;
- g) bringing in and using solid and liquid fuel stoves, except for those connected to the built-in kitchen system of a camper or caravan;
- h) bringing and using liquid fire lighters for the grill;
- i) grilling outside the designated area;
- j) connecting to the existing electrical network without the supervision of the Service Staff;
- k) interfering in any way with the surrounding greenery;
- l) devastating infrastructure;
- m) disturbing order;
- n) littering the area;
- o) bringing alcoholic beverages with an alcohol content above 4.5% (except for beer) and intoxicants;
- p) bringing animals, with the exception of guide dogs;
- q) bringing in and using pyrotechnics;
- r) bringing, possessing and using over the Zone and in close contact with unmanned aerial vehicles, drones;
- s) to enter and park cars and other vehicles, except for authorized vehicles.

16. 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 vehicles, 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 2024 item 383);
 - 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.
17. Security Staff may remove from the Zone persons who by their behavior disturb public order or behave contrary to the Terms and Conditions.
18. 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.
19. 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.
20. If the contents of the inspected vehicles, 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.
21. 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 baggage 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.
22. It is forbidden to conduct any commercial activity, as well as advertising and promotional activities in the Zone without the authorization of the Promoter.
23. 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;

24. 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.
25. The Promoter is not responsible for any property (including valuables) left in the camper or caravan together with the car towing it. For safety reasons, windows and doors in the vehicles should be closed carefully when leaving the Zone.

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. The complaint needs to include the name, surname, order number and mailing address of a person filing a complaint, as well as reason of a complaint and the content of the claims.
28. The Promoter recognizes the complaints filled according to the point 26 and 27 here above and responses within 14 days since the day the complaint was delivered to the Promoter.
29. Exhausting the complaint is voluntary and is not 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 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.

V. FINAL PROVISIONS:

32. The Terms and Conditions are available:

- at the festival website, i.e. www.opener.pl;
- at the entrances to the Zone

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

34. Security Staff and Promoter's Representatives 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, generally applicable provisions of law shall apply.
36. The Terms and Conditions come into force on September 1st, 2026.
37. The Promoter has the right to change these Terms and Conditions, in particular due to the need to ensure the proper course of the Zone 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.

Warsaw, September 1st, 2026