

OPEN'ER FESTIVAL

GENERAL PARKING TERMS AND CONDITIONS

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 29.06.2027 – 4.07.2027 (concerts held on 30.06.2027 – 4.07.2027), with the period of operation of the Parking on 30.06.2027 – 4.07.2027, in Gdynia, Gdynia-Kosakowo Airfield, 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 be staying at the Promoter Area during the Event. Each person staying on the Promoter Area during the Event is obliged to comply with the provisions of these Terms and Conditions and the Event Terms and Conditions.
3. The terms used in the Terms and Conditions hereunder shall have the following meaning:

"Promoter Area" means a designated part of the area of Gdynia-Kosakowo Airport and adjacent plots of land remaining in the possession of the Promoter, including the Festival Area as well as car parks, internal access roads, pedestrian communication routes and technical facilities.

"Parking" is a part of the Promoter Area designated by the Promoter (in accordance with the Event Terms and Conditions) intended for parking vehicles of Event participants or Technical Carpass holders. Parking is paid and unguarded.

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

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

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

"Service Staff" means a person identifying himself with a technical ID with the designation Parking Service and Security Staff.

"Security Staff" means persons entered on the list of qualified physical security employees or qualified technical security employees, and performing security tasks for an entrepreneur who has obtained a concession for conducting business activity in the field of security and property services, whose services are used by the Promoter. Security personnel operate in the Zones of the Festival Area, which are not the Mass Event Zone, and in the other Promoter Area, in order to ensure the safety of people and property present therein to the extent permitted by law. The powers and tasks of Security Staff may be performed by persons performing security tasks, to the extent that does not require entry on these lists, for the benefit of an entrepreneur who has obtained a license to conduct business activity in the field of personal and property protection services, whose services are used by the Promoter.

"Promoter's Representative" means a person identified by a technical ID named Promoter, authorized to make decisions on behalf of the Promoter.

RENTAL AGREEMENT, PARKING

4. At the moment of purchasing the **Parking Ticket**, the Promoter and the User enter into a parking space lease agreement on the following terms and conditions. The Agreement does not contain any obligation to guard or store on the part of the Promoter. The parking space rental agreement expires automatically after the maximum permissible parking time, depending on the type of Parking Ticket purchased. The user acknowledges and agrees to these rental terms and regulations.
5. The entrance to the Parking is located at Stefan Żeromski street in Kosakowo and is possible only on the basis of a purchased **Parking Ticket**.

Parking is available from 30.06.2027 from 14:00 to 4.07.2027 until 12:00, while entry to the Parking is possible during the following hours:

- from 14:00 on 30.06.2027 to 3:00 on 1.07.2027,
- from 14:00 on 1.07.2027 to 3:00 on 2.07.2027,
- from 13:30 on 2.07.2027 to 3:00 on 3.07.2027,
- from 13:30 on 3.07.2027 to 3:00 on 4.07.2027.

PARKING FEE, STOP TIME, ENTRY AND EXIT

6. The parking fee for each occupied parking space is determined on the basis of the currently valid price list, available at www.opener.pl.
7. The following types of Parking Tickets are distinguished, valid for a specific day of the Event:
 - Single-entry Parking Ticket for a car up to 5 seats – K,
 - Single-entry Parking Ticket for a car over 5 seats – K,
 - Single-entry Parking Ticket for a motorcycle – K,
8. Parking Tickets are available for purchase from the official ticket distributor: www.fantix.pl and from Event Staff upon entry to the Parking.
9. All tickets entitle to a single entry to the Parking on any day of the Parking operation.
10. Parking Ticket purchased online must be presented to the parking staff at the Verification Point. A Ticket purchased from Event Staff upon entry to the Parking, must be placed in a visible place behind the front windshield of the vehicle.
11. The Parking Ticket entitles you to park vehicles only in the Parking, the location of which is provided in point 5 of these Terms and Conditions, in the place indicated by the Service Staff or Security Staff.
12. Upon expiry of the permitted parking period, a parking fee equivalent to the fee for an additional entry to the Parking shall be charged.
13. After the maximum allowed parking time, i.e. until 4.07.2027, 12:00, the Promoter is entitled to remove the vehicle from the parking lot at the User's expense without the need to obtain a court authorization.

PROMOTER'S RESPONSIBILITY

14. The Promoter bears no responsibility for vehicles, items constituting their equipment or left in them, and other items left in the Parking.
15. The Promoter is only liable for proven damage caused by the Promoter's willful misconduct or negligence. The User is obliged to immediately report such damage to the Promoter. Visible damage must be reported in each case before leaving the Parking. The Promoter is not responsible for damages for which other Users, third parties or force majeure events (i.e. weather conditions) are responsible).

USER RESPONSIBILITY

16. The User is responsible for all damages caused to the Promoter or third parties by himself or his accompanying persons. The User is obliged to report such damage to the Promoter immediately, without being summoned, at the latest before leaving the Parking.

PLEDGE RIGHT

17. The Promoter has the right to retain and the statutory lien on the User's parked vehicle due to its claims under the rental agreement.

PROVISIONS CONCERNING THE USE OF THE PARKING

18. Vehicles may be parked only in parking spaces designated by the Service Staff. If the User fails to comply with this obligation, the Promoter is entitled, at its discretion, to order the vehicle to be towed at the User's expense or to charge an additional fee for occupying a parking space inconsistently with the Terms and Conditions of the parking in the amount PLN 1000. In the case of an incorrectly parked vehicle, the Promoter is entitled to block it using technical means.
19. The Promoter may refuse to allow vehicles carrying any advertising or promotional content not agreed with the Promoter to enter the Parking, or content that violates the provisions of applicable law and decency.
20. It is forbidden to conduct any advertising, marketing, promotional or commercial activity in the Parking area, not previously agreed with the Promoter. Persons violating this prohibition and their vehicles may be removed from the Promoter Area, and the Promoter may pursue appropriate fees through civil proceedings.
21. The User is obliged to comply with road signs, speed limits, Promoter's markings, other conditions of using the Parking and to follow the instructions of the Service Staff and Security Staff.
22. The Promoter establishes a prohibition on entry to the Parking for:
 - a) Vehicles with camping trailers,
 - b) Camper vehicles,
 - c) Vehicles with a height exceeding 2,8 meters,
 - d) Coaches,
 - e) Buses.

23. Promoters Representatives, Security Staff or Service staff indicated by the Promoter's Representative have the right to check the vehicle for dangerous items such as pyrotechnics, weapons, and narcotic substances, which are not allowed to be brought to the Parking.
24. Failure to stop at the ticket office, ticket verification point or at the request of the Promoter's Representatives, Security Staff or Service Staff results in refusal of entry or removal from the Promoter Area.
25. Sleeping in or on vehicles is prohibited. Any violations of this prohibition may result in immediate removal from the Parking.
26. If it is determined that the parking space assigned to the User by the Parking Staff is being used during the permitted parking period for purposes other than parking the User's vehicle, in particular for overnight accommodation, the User shall be obliged to pay the Promoter a contractual penalty of PLN 1000.

SAFETY REGULATIONS

27. At the parking, vehicles may only move at the speed of up to 30 km/h.
28. It is forbidden to consume alcohol, use fire and unjustified starting and testing of engines in the Parking.
29. Deliberate parking of vehicles with a leaking fuel tank or engine is prohibited.
30. The Parking is intended only for parking vehicles with a Parking Ticket or Technical Carpass. All other activities are prohibited.
31. It is forbidden to repair vehicles, clean the interior of the vehicle, as well as drain cooling water, fuel and oil in the parking spaces.
32. There is a ban on parking and stopping on the roadway and at the entrances and exits from the Parking.
33. Washing vehicles on the Promoter Area is prohibited.
34. Due to the safety of the Event Participants, which in the light of the regulations is a mass event, it is forbidden to block the access roads that are also the access of emergency services. In justified cases, the Promoter or persons indicated by him may remove the vehicle posing a threat without the knowledge of the owner and the need to obtain a court authorization.
35. The User acknowledges and agrees that in the event of a sudden threat, in particular related to the safety of the Event, the Promoter is entitled to change the parking place 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 Event Participants, the Promoter 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 Area, additional charges (including an additional parking fee), and contractual penalties imposed by the Promoter in accordance with the provisions of the Regulations may be pursued by the Promoter against the User through legal proceedings, including on the basis of data obtained from the Central Register of Vehicles and Drivers (CEPiK).
38. In matters not covered by the Terms and Conditions, the provisions of the Civil Code shall apply.
39. The Terms and Conditions come into force on September 1st, 2026.

Warsaw, September 1st, 2026.