

**Terms and Conditions of Open'er Glamping Zone
Of Event under the name "OPEN'ER FESTIVAL"
GDYNIA, GDYNIA-KOSAKOWO AIRPORT, 29.06 – 4.07.2027
(Concerts held on 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 29.06 - 4.07.2027 (concerts held on 30.06 – 4.07.2027) , with the period of operation of the Open'er Glamping Zone (hereinafter referred to as the "Zone") on 29.06 - 4.07.2027 , 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. In addition, the purpose of the Terms and Conditions is to regulate the rights and obligations of Guests staying in the Zone in connection with the booking of the Sleepout House and the purchase of the appropriate entry ticket to the Event.
4. The terms used in the Terms and Conditions hereunder shall have the following meaning:

"Fee for the Glamping Tent", hereinafter referred to as the "Fee", means a non-returnable reservation of the Glamping Tent made on the website www.fantix.pl, with the obligation to pay. It is forbidden to resell the Fee at auctions, biddings or in any other way indicating the commercial nature of such resale. Any public offering of the transfer of the Fee ownership is prohibited, including as prizes in contests, sweepstakes, bonus sales or any other promotion, even for free. The Fee may be canceled immediately in the event of resale, attempted resale, attempted copying of the Fee, and other actions referred to in this section, without the right to a refund of the fees incurred for its purchase.

"Tenant" - the person ordering, who makes a reservation of the Glamping Tent on the www.fantix.pl website. The Tenant can also be a Guest.

"Guest" - a person registered at the Glamping Tent, indicated by the Tenant, entitled to stay in the house and use it, being also an Event Participant pursuant to the Terms and Conditions of the Events. A minor who on the day of check-in is over 16 years old can stay in the Zone independently. A person who on the day of check-in is under the age of 16 may stay in the Zone under the care of an adult and under the sole responsibility of the adult under whose care he / she remains (a legal guardian or a person authorized by them). Minors over 16 years of age are required to have a document confirming their age at the entrance to the Zone. Lack of a document is tantamount to refusal to enter without a guardian.

"Glamping Tent" (hereinafter referred to as: "Tent") means a house located in the Zone, which the Promoter makes available to the Tenant for the period from 12:00pm on 29.06.2027 to 02:00pm on 4.07.2027 on the basis of the Fee for Glamping Tent paid via the website www.fantix.pl and after paying the deposit in accordance with point 12 of these Terms and Conditions.

"Glamping ID" (hereinafter referred to as: "the ID") is a designation issued by the Promoter to each of the Guests indicated by the Tenant prior to check-in; The ID, the pattern of which is determined by the Promoter, will have the form of a wristband permanently attached to the hand for the entire duration of the rental. Only one person can use the ID. Damage or rupture of the ID causes its expiration; it is forbidden to give away the ID.

"Security Staff" means persons appointed by the Promoter, including employees of security services, who have an identification badge, to care for the safety of people staying in the Zone, including to control the rights of Guests to enter the Zone.

"Zone Area" means designated and fenced off by the Promoter the part of the area of Gdynia-Kosakowo Airport, being the area of the Promoter, in accordance with the Terms and Conditions of the Event, where the Zone was organized, or other place to which the Zone may be moved for important reasons and made public before the start of the Event;

"Zone Service" means a person identifying herself/himself with the Technical Identifier, who takes care of the organization of the zone.

"Technical ID" means an identifier issued by the Promoter to persons working in the preparation and/or implementation of the Event and/or Zone in accordance with the order regulations for contractors and persons working in the preparation and implementation of 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.

II. ORGANIZATIONAL AND ORDER RULES BINDING IN THE AREA:

5. The Tenant and the Guests staying in the Zone are obliged to follow the rules of safe and cultural rest.
6. Only persons registered in the Tent are entitled to use it. Each Tent may be occupied by 1 to 4 guests, depending on the type of Tent booked.
7. Entry to the Zone is granted to a Guest who has an appropriate and undamaged ID permanently fixed on his/her hand and Glamping ID, 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 Four-Day Ticket:
From 29.06.2027, 12:00 p.m. to 4.07.2027, 2:00 p.m.
 - for Guests with a Two-Day Ticket, 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, 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, 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:

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.

8. Check-in at the Tent is possible from 12:00pm on 29.06.2027 to 2:00 pm on 4.07.2027, provided that the conditions of point 10.
9. Reservation of the Tent takes place after the Tenant pays the Fee for the Tent, which is also treated as acceptance of the provisions of these Terms and Conditions.
10. Check-in at the Tent takes place on the basis of the Guests List indicated by the Tenant, upon presentation of an identity document and the signing of the completed Guest Card, constituting Appendix 1.
11. If the Tenant is not a Guest, the Tenant is obliged to grant a written power of attorney to one of the Guests to make decisions related to the reservation of the Tent on his behalf, in particular this applies to the procedure of taking over and returning the Tent.
12. Reservation of the Tent is possible only for the entire duration of the Event, even if the Guests spend fewer days in the Tent than it lasts.
13. The Tenant is obliged to deposit PLN 1000.00 per Tent, payable by bank transfer together with the payment for the order or during check-in. The deposit is returned on the basis of the handover protocol drawn up during the guests' check-out, the specimen of which is attached as Appendix 2. If the Tenant or the Guest, who is the Tenant's representative, fails to sign the handover protocol, the Zone Service will draw up a one-sided protocol.

Deposit refund:

- a) The deposit paid by bank transfer will be refunded within 7 working days from the check-out, in full or after deducting any additional costs caused by improper use of the Tent and its equipment. Additional costs are determined on the basis of the price list constituting Annex 3 or on the basis of individual valuation.
- b) The deposit paid in cash during check-in, if no additional costs are found due to improper use of the Tent and its equipment, it will be refunded in cash upon check-out. In the event of additional costs, the valuation of which is possible on the basis of Annex 3, the deposit will be returned in cash after deducting the amount resulting from this valuation.
In the event of damage, the costs of which require individual valuation, the deposit will be refunded by bank transfer to the account indicated by the Tenant, within 7 working days from the date of check-out, after deducting the costs resulting from the individual valuation.

- c) An individual valuation of additional costs will be sent to the Tenant's e-mail address provided in the handover protocol. The Tenant declares that he/she accepts the received valuation of additional costs without any reservations.
 - d) If the additional costs (repair or replacement of equipment) exceed the amount of the deposit, the Tenant will be obliged to pay the resulting difference, based on the received debit note.
14. In the case of damage to the equipment of the Tent, we ask the Tenant or the Guest who is the Tenant's representative to immediately inform the receptionist about this fact.
15. Smoking and using open fire is strictly forbidden in the Tent.
16. In the Zone it is prohibited:
- a) to make fires;
 - b) bringing and using solid and liquid fuel cookers;
 - c) bringing and using liquid barbecue lighters;
 - d) bringing and using gas cylinders;
 - e) connecting to the existing electrical network, outside designated places;
 - f) interfering in any way with the surrounding greenery;
 - g) devastating infrastructure;
 - h) disturbing order;
 - i) littering the area;
 - j) bring alcoholic beverages with an alcohol content above 4.5% (except for beer) and intoxicants;
 - k) bring animals, with the exception of guide dogs;
 - l) bring in, possess and use unmanned aerial vehicles, drones over the Area Area specified in the Event Regulations, and in its close contact;
 - m) entry and parking of cars, campers, caravans and other vehicles, except for authorized vehicles.
17. The Tent is handed over to the Tenant or the Guest indicated by him for use and picked up by the Zone Service upon departure. In order to efficiently hand over the Tent to the Service, please inform us in advance about the expected departure time (at least 2 hours before departure).
18. The Tenant is financially liable for any damage or destruction of equipment and technical devices caused by her/his fault or the fault of the Guests.
19. The Promoter is not responsible for any property (including valuables) left in the House.
20. For safety reasons, the Tent should be securely locked whenever it is left unattended.
21. Tenant and Guests are obliged to comply with the rules of fire protection and to locate the location of fire extinguishers and to read the instructions for their use. Tenant of the Tent shall be charged additional fees for any unauthorized use of fire extinguishers and any resulting consequences, including the replacement of equipment and additional work required by staff.

III. COMPLAINTS:

22. 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.

23. 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.

24. The Promoter recognizes the complaints filled according to the point 22 and 23 here above and responses within 14 days since the day the complaint was delivered to the Promoter.

25. Exhausting the complaint is voluntary and is not the condition of submitting claims.

26. 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.

27. 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.

28. 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

IV. FINAL PROVISIONS:

29. The Terms and Conditions are available:

- at the festival website, i.e. www.opener.pl;
- at the reception desk of the Zone.

30. Any correspondence to the Promoter must be sent to the address specified in point 22, in writing.

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

32. In the matters not defined by Terms and Conditions, generally applicable provisions of law shall apply.

33. The Terms and Conditions come into force on September 1st, 2026.

34. The Promoter has the right to amend these Regulations:

- 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 Promoter's website, i.e. www.opener.pl.

Warsaw, September 1st, 2026

Appendix No. 1 - Guest Card

Appendix No. 2 - Handover protocol

Appendix No. 3 - Price list of additional costs