

## TERMS AND CONDITIONS OF THE EVENT "Frank Carter & The Rattlesnakes Concert"

### I. GENERAL TERMS:

1. The following Terms and Conditions (hereinafter referred to as "Terms and Conditions") were issued in accordance with the Civil Code.
2. These Terms and Conditions are issued by The Promoter of the event under the name of "**Frank Carter & The Rattlesnakes Concert**", that will take place on November 15<sup>th</sup>, 2022 at Niebo Club at Nowy Świat 21 street in Warsaw (hereinafter referred to as "Event"), that is, ALTER ART FESTIVAL SP. Z O.O., with its registered office in Warsaw, at Kazimierzowska 14 street, entered in the register of companies by Warsaw District Court under KRS number 227624, tax number: 586-214-15-57 (hereinafter referred to as "The Promoter").
3. The Terms and Conditions are intended for all persons that will be staying in the area where the Event is held, in its' course. Every person staying in this area in the course of Event is obligated to abide by the provisions of these Terms and Conditions.
4. The aim of Terms and Conditions is to ensure safety of the Event by defining rules of admission and the conditions of participation in the Event and the rules and conditions of behaviour of persons present at the Event and of their use of the venue where Event is taking place as well as the use of the facilities situated at the venue. Furthermore, Terms and Conditions aim to regulate the rights and responsibilities of the Event Participants related to the purchase of the entrance Ticket for Event.
5. The terms used in Terms and Conditions hereunder shall have the following meaning:

"Ticket" meaning a one time, individual permit of admission to Event.

"Health Pass Ticket" meaning a ticket held by the COVID-19 Vaccinated Person. Due to the constantly changing legal situation in the field of epidemic regulations, the Promoter informs that this definition may be subject to change if such change is justified by the legal provisions applicable at the date of the Event.

"Person Vaccinated Against COVID-19" – a person who, when purchasing a Ticket or at any time after making the purchase, but before the start of the Event, stated that on the day of the Event he/she will be vaccinated against COVID-19 \* if the epidemic and legal situation at the time of the event will require it and will be able to confirm the fact of undergoing preventive vaccination by presenting a certificate issued or updated by an authorized entity in accordance with applicable regulations or the EU COVID Certificate in the field of vaccination and a valid photo ID on the day of the Event, during the verification of Tickets upon entering the Event.

\* a vaccine that has been authorized in the European Union, as defined in the Regulation of the Council of Ministers issued on the basis of art. 46a and art. 46b points 1-6 and 8-13 of the Act of 5 December 2008 on preventing and combating infections and infectious diseases (Journal of Laws of 2020, item 1845, as amended)

"Vaccination Certificate" means a valid EU Covid Certificate for vaccination against COVID-19 or the certificate for vaccination against COVID-19. The certificate may be presented in an electronic or paper form, which enables the verification of the certificate's QR code.

"Security Staff" means persons appointed by the Promoter, including employees of personal or property security agencies, who have an identifier to ensure the safety of people participating in the Event, including the control of Event Participants' rights to enter the Event Venue. Security staff have identifiers placed in a visible place containing: the name of the issuer, identification number and photo, validity period, stamp and signature of the issuer.

"Event Venue" meaning a place, where the Event takes place. The place where the Event takes place may be changed due to special circumstances.

"Event Participant" meaning a person entitled to participate in the Event on the basis of the Personal Ticket. A minor who, on the day of the Event, is over 15 years old can participate in the event unaccompanied. A minor under the age of 15 may participate in the Event only under the supervision of an adult person on sole responsibility of said

adult person (legal guardian or a person authorized by such), after purchasing Tickets for both the minor and the adult. Minors over 15 years of age are allowed to take part in the Event independently after purchasing Ticket and presenting a document with photo confirming the minors' age. The lack of such document will result in refusal to enter the event without a carer.

## **II. TICKETS SALE:**

6. Tickets may be sold only at the price printed on Tickets. Tickets are sold only in authorized points of sale: [www.altersklep.pl](http://www.altersklep.pl) and [www.ebilet.pl](http://www.ebilet.pl). The list of authorized points of sale is available at [www.alterart.pl](http://www.alterart.pl). There is a limit on the purchase of four (4) Tickets by one person. The detailed conditions for purchasing tickets are set out in the relevant Ticket Purchase Regulations, available at the above-mentioned websites.
7. The resale of Tickets at auctions, auctions or in any other way indicating the commercial nature of such resale is forbidden. It is forbidden to publicly offer the transfer of ownership of Tickets, including as prizes in contests, lotteries, bonus sales or any other promotion, even if it is free of charge. The Ticket may be immediately canceled in the event of resale, attempted resale, attempted to copy the Ticket, or any other actions referred to in this clause 7, without the right to a refund for its purchase.
8. The Promoter informs that according to the article 133 of the Act of May 20th, 1971 of the Penal Code: "Whoever purchases entrance tickets for artistic, entertainment or sports events with the aim of reselling them at a profit or whoever sells such tickets at a profit is subject to penalty of arrest, restriction of liberty or a fine. Attempting as well as aiding and abetting are punishable."
9. Ticket enabling admission to the Event must be original, purchased in accordance with the provisions of these Terms and Conditions. Ticket purchased not in accordance with Terms and Conditions may be nullified by the Promoter. The Promoter warns that the purchase of Tickets from other parties puts the buyer at risk of buying a forged ticket, which will consequently result in the refusal to entry and participate in the Event. The Promoter informs that the original bar code on each and every Ticket entitles to one-time access to the Event Venue. In case of leaving the Event Area, re-entry is possible only after purchasing the next Ticket. The Promoter warns that in case a Ticket is made available (in any form) to the third party, such Ticket may be used by that third party, which may result in a situation where the Ticket purchaser will be refused to enter the Event.
10. The disabled persons who want or need their carer assistance to participate in the Event - all persons accompanying persons with disabilities are obligated to purchase Tickets for each person individually.

## **III. ADMISSION TO EVENT VENUE AND AREAS:**

11. Admission to the Event Venue is granted to a person with an identity card and a Ticket. In addition, Health Pass Ticket holders are required to have a valid Vaccination Certificate on the day of the Event.

If Event Participant is a minor under 15 years of age, the minor can participate in the Event only under supervision of an adult person - a legal guardian or person authorized in writing by a legal guardian, who upon entering the Event, will sign the declaration of taking responsibility for the minor, according to the template provided by Promoter. An adult person can look after no more than 5 minor persons participating in the Event.

12. Ticket categories and related entitlements to enter the Event Venue:
  - a) Standard Ticket
    - Applies to all purchased Tickets that are not Health Pass Tickets;
    - entry to the Event Venue is possible after undergoing the activities referred to in point 21 –a) - c) of these Regulations;
    - Event Participant, who on the day of admission to the Event will have a valid Certificate of Vaccination, may confirm possession of the certificate, when submitting a health statement according to the template provided by the Promoter, which will guarantee him admission to the Event above the prescribed limits;

- The Promoter has the right to verify upon entry the Vaccination Certificate and the document confirming the identity of persons holding Standard Tickets who have declared they have the Certificate;

b) Health Pass Ticket

- is intended for people who, to the best of their knowledge, will have a valid Vaccination Certificate on the day of admission to the Event, which guarantees admission above the prescribed limits;
- Health Pass Ticket holders are required on the day of admission to the Event, when submitting a health declaration, to confirm that they have a valid vaccination certificate and a document confirming their identity,
- The Promoter has the right to verify the Vaccination Certificate and the document confirming identity with persons holding the Health Pass Tickets. Lack of a valid vaccination certificate on the day of admission to the Event may result in refusal of admission due to the limit of places for unvaccinated people, in accordance with the current legal status.
- entry to the Event Venue is possible after undergoing the activities referred to in point 21 –a) - c) of these Regulations;
- Event Participants under the age of 12, under the care of a legal guardian, who has a valid Vaccination Certificate and a document confirming identity and Health Pass Ticket, may also participate in the event on the basis of the Health Pass Ticket, provided that places for both minors and legal tutor are in the same sector.

13. Irrespective of meeting the conditions stated above in point 11, the Promoter is obligated to refuse the entrance to the Event Venue, in accordance with the Provisions of the Act, to:

- a) persons who refuse to undergo the activities described in point 21 a) and c) of these Terms and Conditions.
- b) persons under the visible influence of alcohol, intoxicants, psychotropic drugs or any other agents with similar effect;
- c) persons carrying weapons or other dangerous objects, explosives, pyrotechnic materials, flammables, alcoholic drinks, psychoactive agents or substances.
- d) persons acting violently, provocatively or in any other way which might pose threat to the safety and order of the Event;

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

14. The Promoter may refuse admission to the Event or staying at the Event to the following:

- a) persons without a valid Ticket;
- b) persons whose appearance makes their identification impossible;
- c) persons carrying plastic, glass or metal containers or cans;
- d) persons who do not have identification documents or refuse to present them,
- e) holders of a Health Pass without a valid Vaccination Certificate and identity document.

15. Bearing in mind that during the Event on the territory of the Republic of Poland or in a specific area thereof, there may be regulations establishing certain restrictions, orders or bans in the organization of mass events or entertainment events in connection with the prevention, counteraction and combating of the coronavirus epidemic, the Promoter reserves that it may limit the right to enter the Event only to Event Participants holding a Health Pass Ticket.

In the event that the holder of the Health Pass Ticket is not able to prove, upon entering the Event, that he is a Person Vaccinated against COVID-19, then the Promoter may refuse such person the right to enter the Event. In the absence of legal restrictions on admission to the Event due to COVID-19, the Health Pass Ticket remains valid and is the basis for entry to the Event.

16. For the safety of Event Participants, the Event Venue should be left no later than 30 minutes after the end of the concert. After this time, Security Staff have the right to ask Event Participants to leave the Event Site.

**IV. TERMS AND CONDITIONS APPLICABLE IN EVENT VENUE:**

17. The Promoter ensures safety and order of the persons present at the Event in the course of the Event, by, among others:

- a) providing Security Service and Information Service carrying a special ID;
- b) providing medical assistance and sanitary facilities;
- c) changing the place of Event, shall the need arise;
- d) changing the date and time of the Event to another, if necessary.
- e) in connection with the prevailing epidemic situation by applying additional epidemic restrictions.

18. Event Participants and all other persons who are on the Event Venue are obliged to follow the instructions of the Security Staff and representatives of the Promoter. Refusal to comply with these instructions may only be due to their inconsistency with generally applicable laws.

19. Event Participants and all other people who are on the Event Venue are obliged to behave in a way that does not endanger the safety of other people present at the Event, and in particular to comply with the provisions of the Regulations. It is forbidden to destroy equipment located on the Event Venue. Event Participants are required to use the sanitary facilities only for their intended purpose.

20. During the Event it is prohibited to:

- a) taking actions aimed at interrupting or disrupting the course of the Event,
- b) using offensive, vulgar vocabulary, proclaiming and displaying slogans with vulgar and racist content and inciting conflicts, in particular on the grounds of race, nationality, religion, social or sex,
- c) displaying banners previously not approved by the Promoter,
- d) throwing objects,
- e) blocking exits and escape routes,
- f) bringing and using cameras, sound and image recording equipment and photographic equipment that can be used professionally, including cameras with interchangeable optics, cameras with a zoom exceeding 6x, tripods, selfie sticks Photos can be taken only for private purposes, without covering the stage to anyone in the audience or disturbing people in the vicinity,
- g) bringing dogs and other animals, except guide dogs,
- h) bringing drinks and food, with the exception of people whose health condition requires a specialized diet confirmed by a medical certificate,
- i) conducting advertising and promotional activities without the Promoter's consent,
- j) conduct any commercial or other gainful activity, as well as fundraising, without the Promoter's consent.

21. Security Service is entitled to:

- a) check the rights of persons to participate in the Event, and in case of confirming lack of such rights – ask them to leave the Event;
- b) check the identification documents of Event Participants in order to establish their identity,
- c) inspect the contents of persons' bags and clothes in case of suspicion that these persons brought in or carry objects described in points 13 c), 14 c) or point 20 of this Terms and Conditions,
- d) give safety orders to persons disturbing the peace or acting against the Terms and Conditions of the Event, and in case their orders are not carried out - call them on to leave the Event;
- e) use, in accordance with the rules 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), physical force in accordance with the rules defined in article 12, paragraph 1, points 1, a) and b), point 2 a) and b) and point 12 a) of this Act
- f) apprehend, in order to hand them over to the Police immediately, persons directly threatening the life and health of other persons as well as the protected property.

22. Security Service and Information Service are obligated to expel from Event Venue all persons whose behaviour disturbs public order or violates Terms and Conditions.
23. Depending on potential risk and needs, Security Service members can be equipped with, among others:
  - handheld metal detectors,
  - samples of tickets, identifiers and invites,
  - other necessary and legally permitted means of personal protection.
24. The Event Participant's right to be at the Event is ascertained by a member of the Security or Information Services by:
  - checking if the person has a valid Ticket,
  - comparison of the presented document with the specimen,
  - checking if the person has an identity document,
  - verification of the Event Participant's age by checking the identity document.
25. In case any objects that are forbidden at the Event are found during the inspection of bags or clothes, a member of Security Service will refuse the person, in whose belongings such objects have been found, the admission to the Event or expel the person from the area, where the Event is taking place.
26. In case any weapons or other dangerous objects, alcohol, explosives, pyrotechnic materials, flammable materials, intoxicants and psychotropic drugs are found in the inspected bags or clothes, a member of Security service apprehends the person in whose belongings such objects have been found and after confiscating these objects, writes a protocol of the situation and then hands the person over to the Police along with the confiscated objects.
27. Promoter provides fire safety by ensuring that:
  - a) service staff, Security and Information Service and Promoter must know the location of basic firefighting 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 firefighting equipment and first-aid.
28. In the course of the Event, the Promoter and Event Participants, as well as any other persons staying in its venue are obligated to abide by the provisions of Education in Sobriety and Alcoholism Prevention Act.

**V. RIGHTS AND RESPONSIBILITIES OF EVENT PARTICIPANTS:**

29. Promoter informs that due to a considerable number of Event Participants and the necessary control and safety means used at the entrance to the Event, Event Participants are obligated to arrive at the Venue in an appropriate advance.
30. Due to the limitations related to the state of the epidemic, the Promoter reserves the right to refuse admission to persons who have purchased the Health Pass Ticket but do not have a valid vaccination certificate on the day of admission to the Event.
31. The Promoter informs that the Event Participant or another person staying at the Event Venue will be constantly in the zone of loud sounds that may cause hearing damage. Hearing protectors are recommended, especially for children. During the Event, strobe lights and pyrotechnic effects may also be used.
32. The Event Participant acknowledges that participation in the Event may be associated with the risk of infection with the SARS-CoV-2 virus, in particular in the event of non-compliance with the rules of conduct established by

the Promoter, applicable regulations, guidelines or recommendations of the relevant government administration bodies, and exempts the Promoter from any liability in this respect.

33. The Promoter may record the proceedings of the Event for documentation purposes as well as promotion and advertising of Event and future events as well as the Promoter itself and sponsors.

#### **VI. SPECIAL PROVISIONS CONCERNING EPIDEMIC SECURITY**

34. In connection with the announcement of an epidemic threat in the territory of the Republic of Poland, the Promoter informs:

- a) In accordance with the applicable regulations and the "Guidelines for organizers of cultural and entertainment events during the SARS-CoV-2 virus epidemic in Poland" announced by the Ministry of Culture and National Heritage, the Ministry of Development and the Chief Sanitary Inspector, **the Event may not be attended by persons who have symptoms indicating infection with the SARS-CoV-2 virus and people who are in quarantine or under epidemiological supervision. In the event of any of the circumstances mentioned in the preceding sentence at the Event Participant during the Event, the Event Participant is obliged to immediately inform the Promoter of this fact.**
- b) In order to prevent the spread of the SARS-CoV-2 virus, in accordance with applicable regulations, guidelines or recommendations of relevant government administration bodies, Event Participants may be required to have personal protective equipment on the Event Venue, specified in the currently applicable regulations, guidelines or recommendations, and also to comply with the currently binding orders, prohibitions and restrictions. Information on the currently applicable rules of conduct will be available at [www.alterart.pl](http://www.alterart.pl), at the latest 7 days before the Event and at the entrances to the Event Venue. The Event Participant is obliged to read the applicable rules of procedure. The Promoter has the right to refuse entry to the Event and to remove from the Event Participants who do not comply with the applicable rules of procedure, without the right to complaints and other claims.
- c) Depending on the currently applicable regulations, guidelines or recommendations of competent governmental administration bodies, the Event Participant may submit a declaration that, to the best of his knowledge, he is not a person infected with SARS-CoV-2 and is not in quarantine or under epidemiological supervision. Such a declaration should also include the Event Participant's first and last name and date of birth, as well as contact details enabling contact with Event Participants after the end of the Event - address and telephone number. The form of the declaration is specified and made available by the Promoter. In addition, the Event Participant with the Health Pass Ticket is required to confirm that they have a valid vaccination certificate.
- d) The declaration referred to in point 34 c) The Event Participant submits on the day of the Event, in the manner specified by the Promoter. The statement form template will be available on the website [www.alterart.pl](http://www.alterart.pl), at the latest 7 days before the Event.
- e) Failure by the Event Participant to submit the statement specified in point 34 c) will result in refusal to enter the Event, without the right to complain.
- f) Personal data of the Event Participants included in the declarations referred to in point 34 c) they can be made available to the relevant services performing epidemiological supervision in a given area.
- g) The administrator of personal data contained in the declarations referred to in point 34 c) is Alter Art Festival Sp. z o.o. with headquarters in Warsaw at ul. Kazimierzowska 14, entered into the Register of Entrepreneurs by the District Court for the Capital City of Warszawy w Warszawie, XIII Commercial Division of the National Court Register under the number KRS: 227624, NIP: 586-21-41-557. Personal data is processed in order to prevent the spread of SARS-CoV-2 virus. Providing personal data is voluntary, with the provision that refusal to provide personal data indicated in point 34 c) and health data will result in refusal to enter the Event. The

legal basis for the processing of personal data is their necessity to achieve the goals resulting from the legitimate interests of the administrator, consisting in preventing the spread of the SARS-CoV-2 virus.

- h) Personal data of the Event Participants included in the declarations referred to in point 34 c) will be kept by the Promoter for a period of 2 weeks or for a longer period, if it proves necessary to achieve the goals resulting from the legitimate interests of the administrator, including for the purpose of pursuing claims or defending against claims.
- i) The data subject has the right to request the administrator to access his personal data, rectify it, delete or limit processing, the right to object to the processing and the right to transfer data, as well as the right to lodge a complaint with the supervisory authority.

#### **VII. COMPLAINTS:**

35. Any complaints may be filed in a written form to the following correspondence address of The Promoter, within 21 days from the end date of Event:

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

36. The complaint shall contain full name and a correspondence address of a person filing a complaint, as well as indication of the reasons for the complaint and the content of the demands.
37. The Promoter recognizes complaints submitted in accordance with point 35 and 36 above and responds within 21 days of their delivery to the Promoter.
38. The use of the complaint procedure is voluntary and is not a condition for pursuing claims.
39. 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 Event 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.
40. 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. CRIMINAL PROVISIONS UNDER THE CRIMINAL CODE**

41. Whoever, knowing that he / she is affected by an infectious disease, directly exposes another person to contracting such a disease, shall be subject to the penalty of deprivation of liberty for a term of between 3 months and 5 years. If the perpetrator of this act exposes many people to infection, he or she is subject to the penalty of deprivation of liberty for a term of between one and 10 years (Article 161 § 2 and § 3 of the Criminal Code).

#### **IX. FINAL PROVISIONS:**

42. All rights to the name and logo of the Event are reserved for the Promoter. Official programmes and gadgets connected to Event will be sold exclusively at Event Venue or in the outlets authorized by The Promoter.
43. The status of the sponsor of Event is granted exclusively by the Promoter.
44. These Regulations are available:

- on the website [www.alterart.pl](http://www.alterart.pl)

- at the entrance to the Event Venue;

45. Any correspondence to the Promoter must be sent to the address specified in point 35.

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

47. In the matters not defined by The Terms and Conditions , the provisions of the Civil Code shall apply.

48. The Terms and Conditions come into force on December 17th, 2021.

49. The Promoter has the right to amend these Regulations, in particular due to the need to ensure the proper course of the Event and the safety of the Event Participants. The Promoter informs about changes to the regulations on the Promoter's website, i.e. [www.alterart.pl](http://www.alterart.pl)

Warsaw, December 17th, 2021