

## TERMS AND CONDITIONS OF THE EVENT "5 Seconds of Summer Concert"

### I. GENERAL TERMS:

1. The following Terms and Conditions (hereinafter referred to as "Terms and Conditions") were issued in accordance with the articles of Mass Events Safety Act published on March 20th, 2009, consolidated text, Journal of Laws of 2018 item 1870 (hereinafter referred to as "Act") and in accordance with the articles of Civil Code.
2. These Terms and Conditions are issued by The Promoter of the event under the name of "**5 Seconds of Summer Concert**", that will take place on April 28th, 2022 at Tauron Arena Kraków at Lema 7 street in Kraków (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 participants of the Event 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.

"Areas" means individual areas on the Event Venue: (I) Mass Event Area - Plate, (II) Mass Event Area - Grandstands, (III) Food and Sales Area, (IV) Entrance Area for Participants, (V) Technical and Technical Support Area - Social, access to which depends on having the appropriate Technical Identifier or the purchase of the appropriate type of Ticket; "Security Service" and "Information Service": the persons appointed by Promoter, including the employees of a security agency, carrying ID badges, to ensure the safety of persons participating in the Event as well as to control the rights of Participants to enter the Event Venue. The Security Service and Information Service members possess ID badges placed in a visible place, containing: name of the issuer, identification number and photograph, expiration date and 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.

"Technical ID" means an identifier issued by the Organizer to persons working in the preparation and / or implementation of the Event in accordance with the Order Regulations for contractors and persons working in the preparation and implementation of the Event.

"Security Manager" means a person appointed by the Organizer, representing him in the field of ensuring the safety of participants in a mass event;

"Security Service" means persons appointed by the Organizer, entered on the list of qualified physical security personnel referred to in art. 26 of the Act of August 22, 1997 on the protection of persons and property (Journal of Laws of 2018, items 2142 and 2245 and of 2019, item 1495), including employees of the personal or property security agency, who have an ID, to take care of the safety of people participating in the Event, including to control the rights of Participants to enter the Event Venue. Members of the Security Service 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. Security Services operate in the Event Venue area, which is the Mass Event Area.

"Information services" means persons subordinate to the safety manager acting during the Event for safety and public order in the Mass Event Area and at the other Event Venue, in particular by informing them about the adopted organizational solutions. Members of the Information Services 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.

"Organizer's representative" means a person identifying himself with an identifier named Promoter, issued by the Organizer, authorized to make decisions on behalf of the Organizer.

## **II. TICKETS SALE:**

6. Tickets may be sold only at the price printed on Tickets or VIP package. 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). When purchasing VIP packages, buyer is obligated to enter full names of the Event Participants. Each VIP package must be assigned to a person - it is not possible for several Tickets in one order to show the same persons' details. It's not possible to change personal data on VIP packages after purchase.
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. The admission to Event Venue is granted to all who possess an identification document and Personal Ticket.

If Participant of the Event is a minor under 16 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. Irrespective of meeting the conditions stated above in point 12, the Promoter is obligated to refuse the entrance to the Event Venue, in accordance with the Provisions of the Act, to:

a) persons forbidden from participating in mass events or obligated to refrain from staying in the areas where mass events take place, by the ruling of the court on a convicted person owing to conditional suspension of the execution of imprisonment or on a juvenile on the basis of Article 6, subparagraph 2 of the act of 26 October 1982 - the Act on proceedings in cases of juveniles. This also applies to persons against whom a national or international stadium ban has been issued, within the meaning of the Act,

b) persons who refuse to undergo the activities described in point 21 a) and c) of these Terms and Conditions.

c) persons under the visible influence of alcohol, intoxicants, psychotropic drugs or any other agents with similar effect;

d) persons carrying weapons or other dangerous objects, explosives, pyrotechnic materials, flammables, alcoholic drinks (does not apply to beer with alcohol content up to 3.5% purchased at the Event Venue), psychoactive agents or substances.

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

e) persons acting violently, provocatively or in any other way which might pose threat to the safety and order of the Event;

13. 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.

14. Individual Areas may be entered only by persons possessing the appropriate Tickets.

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

15. 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) appointing the head of security affairs, that manages Security Service and Information Service and organizes work of Security Service and Information Service.

c) providing medical assistance and sanitary facilities;

d) changing the place of Event, shall the need arise;

e) changing the date and time of the Event to another, if necessary.

16. Event Participants and any other persons staying at the Event Venue are obligated to comply with the orders of Security Service, the representants of the Event Promoter including the security manager, including compliance with the prohibition of entering the area inaccessible to the audience, fenced and secured by employees of Security and Information Services, prohibition of entering the stage and the space behind the curtain line. It is also forbidden to occupy seats in the auditorium that are not accessible to the audience, the scope of which is marked by the organizer with a white-red warning tape. The refusal to comply with these orders may result only from the fact that they are in contradiction with the generally binding law. Minors under the age of 16 participate

in the Event on sole responsibility of guardians looking after them; minors over the age of 16 may participate in the Event on their own.

17. Event Participants and any other persons staying at Event Venue are obligated to behave in a way which does not threaten safety of other persons taking part in Event and, in particular, to abide by the provisions of Terms and Conditions. It is forbidden to damage signs and information boards, advertising media, devices and equipment located inside the Event Venue, etc. Participants are obligated to use sanitary facilities only for what they were intended.
18. 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 Organizer,
  - d) throwing objects,
  - e) starting a fire or smoking tobacco in places where it is not allowed,
  - f) taking care of physiological needs outside of toilets,
  - g) littering the site,
  - h) blocking exits and escape routes,
  - i) 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,
  - j) bringing backpacks, suitcases and bags exceeding the dimensions of 36 cm x 36 cm x 15 cm,
  - k) bringing dogs and other animals, except guide dogs,
  - l) bringing drinks and food, with the exception of people whose health condition requires a specialized diet confirmed by a medical certificate,
  - m) bringing, possessing and using unmanned aerial vehicles, drones and other airborne objects over the Event Venue and in close contact with it,
  - n) bringing and using skateboards, longboards, two-wheeled vehicles, rollers, roller skates and any other similar equipment,
  - o) bringing umbrellas with a sharp point.

The organizer has planned a deposit, payable PLN 20 per piece. Only items that are not allowed in the regulations will be accepted in the deposit.

19. It is forbidden to bring dogs and other animals into the Event Venue or conduct any trade connected, paid activity or money collection without previous Promoter authorisation.
20. Principles of recording the course of the Event:
  - a) The Organizer, on the basis of the Act on the Safety of Mass Events and to the extent specified by this Act and executive regulations, is entitled to record the course of the Event, in particular the behavior of people, using video and sound recording devices. The materials collected during the recording of the course of the Event, which may constitute evidence allowing for the initiation of criminal proceedings or proceedings in cases of offenses, or evidence relevant to pending such proceedings, the Organizer shall immediately forward to the district prosecutor or the Police competent for the Event Venue. The materials collected during the recording of the course of the Event, which do not contain evidence allowing the initiation of criminal proceedings or proceedings in cases of offenses or evidence relevant to pending such proceedings, are stored after the end of the Event for a period of at least one month, and then are destroyed by a committee.
  - b) In the cases specified above, the administrator of personal data is Alter Art Festival Sp. z o.o., with headquarters in Warsaw, at ul. Kazimierzowska 14. Personal data are processed in order to ensure the security of the Mass Event. The legal basis for the processing of personal data are the obligations and rights of the Organizer resulting from the Act on the Safety of Mass Events, including the obligation to secure a

mass event and the right to record the course of a mass event. The personal data subject to processing is the image of a mass event participant. Without prejudice to the provisions of point a), the Administrator may process the indicated personal data 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 this data.

- c) In the cases specified in this point 20, 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.

21. Security and Information Service, carrying ID badges placed where they are visible, are entitled, under the provisions of the Act, 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 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 12 d), 13 c) or point 18 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,
- other necessary and legally permitted means of personal protection.

24. The 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,
- verification of the 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. The Promoter establishes the following Areas of Event:

- a) Technical and social base,

- b) Audience in the stands
- c) Audience on the floor
- d) Main entrance sets,
- e) Points of permanent duty of security services,
- f) Catering – sales Areas.

28. 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.

29. 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. SPECIAL PROVISIONS CONCERNING EPIDEMIC SECURITY**

30. In connection with the announcement of an epidemic threat in the territory of the Republic of Poland, the Organizer 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 Participant during the Event, the Event Participant is obliged to immediately inform the Organizer 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, 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 Organizer has the right to refuse entry to the Event and to remove from the Event Venue 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 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 Participant's first and last name and date of birth, as well as contact details enabling contact with Participants after the end of the Event - address and telephone number. The form of the declaration is specified and made available by the Organizer.
- d) The declaration referred to in point c) The Event Participant submits on the day of the Event, in the manner specified by the Organizer. 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 c) will result in refusal to enter the Event, without the right to complain.

- f) Personal data of the Participants included in the declarations referred to in point 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 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 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 Participants included in the declarations referred to in point c) will be kept by the Organizer 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.

#### **VI. RIGHTS AND RESPONSIBILITIES OF EVENT PARTICIPANTS:**

- 31. Promoter informs that due to a considerable number of participants and the necessary control and safety means used at the entrance to the Event, Participants are obligated to arrive at the Venue in an appropriate advance.
- 32. The Organizer 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.
- 33. The Promoter records 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.
- 34. 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 Event Area without the Promoter's authorisation. Persons violating this prohibition will be called to leave the Event. The Promoter shall not be obligated to pay any compensation or damages to the Ticket owner who did not abide by the prohibition.

#### **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. Exhausting the complaint procedure specified in this section of The Terms and Conditions is the condition of submitting 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 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. PENAL PROVISIONS UNDER THE ACT:**

41. Whoever does not carry out the safety orders issued under the provisions of Act or Terms and Conditions, by the Promoter, Security or Information Service, is subject to punishment of arrest, restriction of liberty or a fine.
42. Whoever brings in or carries at Event weapons, other dangerous objects, explosives, pyrotechnic products or materials likely to start a fire, is subject to punishment of arrest or restriction of liberty.

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

43. 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 authorised by The Promoter.
44. The status of the sponsor of Event is granted exclusively by the Promoter.
45. These Regulations are available:
  - on the website [www.alterart.pl](http://www.alterart.pl)
  - at the entrance to the Event Venue;
46. Any correspondence to the Promoter must be sent to the address specified in point 34.
47. Security Service may issue their own safety and fire instructions in accordance with the provisions of the law in force.
48. In the matters not defined by The Terms and Conditions , the provisions of Act on Safety of Mass Events and Civil Code shall apply.
49. The Terms and Conditions come into force on March 24th, 2021.
50. The Organizer 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 Organizer informs about changes to the regulations on the Organiser's website, i.e. [www.alterart.pl](http://www.alterart.pl)

Warsaw, March 24th, 2021