TERMS AND CONDITIONS OF THE EVENT "Fontaines D.C. 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 2023 item 616 (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 "**Fontaines D.C. Concert**", that will take place on May 29th, 2027 at COS Torwar, at 6A Łazienkowska 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 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 the Event, containing the name and surname of the Event Participant.

"Areas" means individual areas on the Event Venue: (I) Mass Event Area - Floor, (II) Mass Event Area - Grandstands, (III) Food and Sales Area, (IV) Entrance Area for Participants, (V) Technical and Social Facilities Area, access to which depends on having the appropriate Technical Identifier or the purchase of the appropriate type of Ticket. The Technical and Social Facilities Area is the area of the Mass Event in accordance with the Act on the Safety of Mass Events, but without access for Event Participants;

"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. The places for a minor and an adult should be in the same sector. 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.

Event Participants who have Tickets may be issued an ID in the form of a wristband permanently fastened to their wrists.

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

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

"Security Service" means persons appointed by the Promoter, subordinate to the Security Manager, 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 2021, item 1995 with subsequent amendments), 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.

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

II. TICKETS SALE:

6. Tickets may be sold only at the price printed on the Ticket. Tickets are sold only at authorized ticket sales channels: at www.ebilet.pl and www.fantix.pl. The list of authorized sales channels is available at www.alterart.pl. The detailed conditions for purchasing tickets are set out in the relevant Ticket Purchase Terms and Conditions, available at the above-mentioned websites. A ticket purchase limit applies: a maximum of four (4) tickets per person during the presale and general sale. If one person purchases more than four (4) tickets respectively, all tickets will be canceled.

   The Ticket constitutes a document entitling its holder to attend the Event for which it was issued. Purchasing a Ticket constitutes acceptance of the regulations governing participation in the Event. All Tickets for the Event are electronic and issued in the name of a specific individual. When purchasing Tickets, the first and last names of all Event Participants must be provided. Each Ticket must be assigned to a different individual. It is not permitted to provide the same person's details on multiple Tickets for the Event within a single order. Each Ticket entitles one person, whose first and last name appear on the Ticket, to enter the Event. The Ticket is subject to verification upon entry to the Event and may also be verified by the Promoter or persons designated by the Promoter during the Event, in accordance with the provisions of the Regulations. Admission to the Event will be granted upon presentation of the Ticket displaying a clearly legible QR code, barcode, and code digits.

7. The Promoter reserves the right to introduce "Final Call" Tickets for sale. "Final Call" ticket prices may change during the sale period, as they are determined based on demand and in line with their current market value. By purchasing a “Final Call” Ticket, the Event Participant accepts the price at which it is offered at the time of purchase. In the event of a reduction in the price of “Final Call” Tickets, an Event Participant who has previously purchased a “Final Call” Ticket at a higher price is not entitled to a refund of the difference between the Ticket prices. The price of the “Final Call” Ticket does not include additional packages or goods related to the Event.

8. The Promoter informs, that according to Art. 38 (12) of the Act on the Consumer Rights of 13 May 2014 (Journal of Laws 2023, item 2759) there is no possibility to return a Ticket.

9. 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 9, without the right to a refund for its purchase. The Promoter also reserves the right to cancel Tickets purchased by companies and commercial intermediaries, in violation of the provisions of these Terms and Conditions or the Terms and Conditions of purchase in the ticket distribution systems. The Promoter also reserves

the right to cancel Tickets purchased by companies and commercial intermediaries, in violation of the provisions of these Terms and Conditions or the Terms and Conditions of purchase in the ticket distribution systems.

10. The Promoter informs that according to the article 133 of the Act of May 20th, 1971 of the Penal Code (Journal of Laws of 2023 item 2119 with subsequent amendments): "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."

11. 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, invalid or inauthentic 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.

12. 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.

13. The Promoter may provide seats or standing areas, with a restricted view, available for sale. Participants buying a Ticket with a restricted view, waive the right to file a complaint resulting from limited visibility, which is influenced by the sound system, lighting, decoration, sector markings, stage setting or construction elements of the audience.

III. ADMISSION TO EVENT VENUE AND AREAS:

14. Admission to the Event Venue is granted to a person with a document confirming identity and a valid Ticket. The name and surname printed on the Ticket will be verified at the entrance to the Event and must be consistent with the document confirming the identity of the Event Participant. The Event Participant's data should be provided when purchasing the Ticket. In the event of data inconsistency, the Promoter reserves the right to refuse entry to the Event Venue to the Ticket holder.

    If Participant of the Event 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 a person authorized by the legal guardian. Guardians of minors under the age of 13 are required to provide the event staff with a declaration of responsibility for the minor, according to the form prepared by the Promoter, upon entering the Event. An adult may supervise a maximum of five minors participating in the Event.

15. Irrespective of meeting the conditions stated in point 14, 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 7, subparagraph 2 of the act of 9 June 2022 on the support and rehabilitation of minors (Journal of Laws 2022, item 1700 with subsequent amendments). 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 24 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.
e) 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.

16. 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) whose details appearing on the Ticket do not match the document confirming the identity of these persons.

17. Admission to individual Areas is allowed to persons with an appropriate Ticket. In addition, the Promoter, for Ticket holders to individual Zones, may introduce an appropriate ID in the form of a permanently fastened wristband, received at the entrance to the Event Venue. Lack of an ID may result in refusal to enter a given Area. In the event of damage to the ID, the Event Participant is obliged to report to an employee of the Security Services, Information Services or the Promoter's Representative along with the damaged ID and a document confirming identity, in order to obtain a new ID.

IV. TERMS AND CONDITIONS APPLICABLE IN EVENT VENUE:

18. 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;
f) application of additional epidemic restrictions in the event of an epidemic threat or state of epidemic. The Event Participant will be obliged to comply with the introduced restrictions.

19. 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 Promoter 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 biding law.

20. 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.

21. Event Participants who, upon entering the Event Venue, after verification of the Ticket, were issued an identifier in the form of a band permanently fastened on their hands, are required to present the identifier each time they enter the Zone to which they have been granted access based on the purchase of the appropriate Ticket.

The lack of an identifier or possession of a torn or damaged identifier, as well as an identifier not fastened on the hand, is a clear basis for removing the Event Participant from the Event Venue or a specific Zone. In the event of breaking or damaging the identifier (at the Event Venue or a specific Zone), the Event Participant is obliged to immediately report to the security manager at the entrance gate to the Event Venue or the relevant Zone together with the damaged identifier to have the identifier replaced with a new one. Only identifiers damaged on the Event Venue or Zone are subject to exchange. Arbitrary leaving the Event Venue or the Zone with a damaged or torn identifier without prior notification to the security manager is tantamount to resignation from participation in the Event.

22. During the Event it is prohibited to:
    a) bring alcohol,
    b) bring intoxicants, narcotic drugs or psychotropic substances,
    c) bring weapons, explosive materials, pyrotechnic materials,
    d) take actions aimed at interrupting or disrupting the course of the Event,
    e) use 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,
    f) display or exhibit flags, banners, or other content carriers that have not been previously approved by the Promoter, in particular those of a political or religious nature, as well as bring in, possess, or use flags mounted on poles, sticks, staffs, or other elements that may pose a risk to the safety of Event Participants,
    g) throw objects,
    h) start a fire or smoking tobacco in places where it is not allowed,
    i) take care of physiological needs outside of toilets,
    j) drop litter the site,
    k) block exits and escape routes,
    l) bring and use 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,
    m) bring bags or backpacks exceeding the dimensions of 35 cm x 30 cm x 15 cm, as well as any suitcases,
    n) bring dogs and other animals, except guide dogs,
    o) bring drinks and food, with the exception of people whose health condition requires a specialized diet confirmed by a medical certificate,
    p) bring, possessing and using unmanned aerial vehicles, drones and other airborne objects over the Event Venue and in close contact with it,
    q) bring and using skateboards, longboards, two-wheeled vehicles, rollers, roller skates and any other similar equipment,
    r) bring umbrellas with a sharp point,
    s) bring and possessing medicines, with the exception of medicines in original packaging, available without a prescription and whose possession is confirmed by an appropriate medical certificate,
    t) bring walkie-talkies or two-way radios, as well as any devices that may interfere with radio communication,
    u) bring computers, laptops, tablets or digital reading devices, power banks larger than A6 size,
    v) bring plastic, glass, or metal containers or cans,
    w) bring metal gadgets or any other items that may pose a threat to the safety of other participants,
    x) bring laser pointers,
    y) bring items or devices that may interfere with or disrupt the Event, including noise-producing devices such as air whistles, bells, megaphones, horns, trumpets,
    z) bring illuminated gadgets made of hard materials,
    aa) bring plastic dolls, large key rings, key chains and soft toys,
    bb) conduct advertising and promotional activities without the Promoter's consent,
    cc) conduct any commercial or other gainful activity, as well as fundraising, without the Promoter's consent.

The Promoter has planned a deposit, payable PLN 40 per piece. Only items that are not allowed in the Terms and Conditions will be accepted in the deposit.

23. Principles of recording the course of the Event:
    a) The Promoter, 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 Promoter 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 Promoter 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 23, 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.

24. 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 15 d), 16 c) or point 22 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 2024, item 383 with subsequent amendments), 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.

25. Security Service and Information Service are obligated to expel from Event Venue all persons whose behaviour disturbs public order or violates Terms and Conditions.

26. 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.

27. 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,
    - checking if the person has an identity document,
    - verification of the Participant's age by checking the identity document.

28. 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.

29. 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. The exception are medicines, the possession of which is confirmed by a relevant medical certificate.

30. 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.

31. 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.

32. In the course of the Event, the Promoter and Event Participants, as well as any other persons staying in Event Venue are obligated to abide by the provisions of Education in Sobriety and Alcoholism Prevention Act.

V. RIGHTS AND RESPONSIBILITIES OF EVENT PARTICIPANTS:

33. 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.

34. 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.

35. 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.

36. The Participant of the Event 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 failure to comply with the rules of conduct established by the Promoter, applicable regulations, guidelines or recommendations of relevant government administration bodies, and exempts the Promoter from any liability in this respect.

VI. CANCELLATION, CHANGE OF DATE AND/OR LOCATION OF THE EVENT:

37. Decisions on canceling an Event, changing the date and/or location of the Event or refunding the amounts paid by Event Participants in connection with the purchase of Tickets, i.e. the price and service fee (hereinafter collectively the "Amount due"), are made by the Promoter, on the terms set out in these Terms and Conditions and based on current law.

38. If the Event is canceled or its date and/or location changed, the Promoter will inform the Event Participants who have purchased Tickets for the Event of this fact by e-mail sent to the addresses provided in connection with the purchase of Tickets, on the Promoter's website and on social media.

39. If the cancellation of the Event is directly related to the negative effects of COVID-19, the due date for the refund of the Amount is 180 days. The refund will be made using the payment method used by the Participant when purchasing the Ticket.

40. If the date and/or location of the Event is changed, the Event Participant may choose whether to keep the purchased Ticket and take part in the Event on the new date and/or location, or to cancel the Ticket and receive a refund of the amount paid. The Promoter will inform the Event Participant about the method of choosing one of the described options in an e-mail sent to the address provided in connection with the purchase of the Ticket, on the Promoter's website and in social media. If the Event Participant chooses to resign from the Ticket and return the amount paid, the refund period runs from the date the Event Participant submits the declaration of resignation from the Ticket. Tickets purchased at stationary points of sale remain valid, without the need to contact the point of purchase of the Ticket.

41. If, due to the change of the date and/or location of the Event, the Event Participant decides to keep the purchased Ticket and take part in the Event on the new date and/or location, the Ticket remains valid, regardless of possible changes in the prices of Tickets for the Event on the new date and/or location.

42. If, in connection with the change of the date and/or location of the Event, the Event Participant decides to resign from the purchased Ticket, the amount paid by him will be refunded on the same terms as in the event of canceling the concert, with the proviso that in such a case the dates of return run from the date of submission by the Event Participant of the declaration on resignation from the Ticket.

43. If, in the event of changing the date and/or location of the Event, the Event Participant does not choose any of the options provided for in the previous points within the period specified by the Promoter, it is assumed that the Participant has decided to keep the purchased Ticket and participate in the Event on the new date and/or location. This means that after the expiry of the period indicated in the previous sentence, the Event Participant may no longer resign from the purchased Ticket and receive a refund of the amount paid. This solution is dictated by organizational considerations related to the organization of Ticket distribution, including the limited number of Tickets available for the Event. Information about the date for making a decision will be provided to the Event Participant together with information about the change of the date and/or location of the Event, in the manner specified in the points above.

VII. COMPLAINTS:

44. 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
    01-589 Warszawa

45. The complaint shall contain full name, order number 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.

46. The Promoter recognizes complaints submitted in accordance with point 44 and 45 above and responds within 14 days of their delivery to the Promoter.

47. Exhausting the complaint procedure specified in this section of The Terms and Conditions is the condition of submitting claims.

48. The administrator of personal data is ALTER ART FESTIVAL SP. Z O.O. with headquarters in Warsaw, Kazimierzowska 14. Personal data is processed for the purpose of handling complaints. Providing personal data is voluntary but necessary to receive a response to a complaint. The legal basis for processing personal data is the necessity to achieve the objectives arising from the legitimate interests pursued by the administrator, consisting of handling complaints. The administrator may process the Event Participants' 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 significant reason justifying the deletion, destruction, or anonymization of such data.

49. 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.

50. For the purposes of these Terms and Conditions, "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 Terms and Conditions to the extent that it will be caused by the occurrence of Force Majeure.

VIII. PENAL PROVISIONS UNDER THE ACT AND THE CRIMINAL CODE:

51. 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.

52. 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.

53. 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, Journal of Laws of 2024 item 17 with subsequent amendments).

IX. FINAL PROVISIONS:

54. 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.

55. The status of the sponsor of Event is granted exclusively by the Promoter.

56. These Terms and Conditions are available:

- on the website www.alterart.pl

- at the entrance to the Event Venue;

57. Any correspondence to the Promoter must be sent to the address specified in point 44.

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

59. In the matters not defined by The Terms and Conditions , the provisions of Act on Safety of Mass Events and Civil Code (Journal of Laws of 2023 item 616 with subsequent amendments, Journal of Laws of 2023 item 1610 with subsequent amendments) shall apply.

60. The Terms and Conditions come into force on October 28th, 2026.

61. The Promoter has the right to amend these Terms and Conditions:

    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 Terms and Conditions;

    c) to adapt the Terms and Conditions to applicable law;

    d) if the need to amend the Terms and Conditions resulted from circumstances beyond the control of the Promoter, which occurred after the announcement of the Terms and Conditions, and which the Promoter could not foresee earlier.

The Promoter informs about changes to the Terms and Conditions on the Promoter's website, i.e. www.alterart.pl

62. Services independently booked by the Event Participant from third parties in connection with the Event for which the Participant has purchased a Ticket, including but not limited to travel, hotel, and accommodation services, are arranged at the sole risk of the Event Participant. Promoter shall not be liable to the Event Participant for the inability to use or access such services.

Warsaw, October 28th, 2026