TERMS AND CONDITIONS OF THE EVENT "Jacob Banks 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 "**Jacob Banks Concert**", that will take place on February 26th, 2027 at club Niebo, at 21c Nowy Świat street in Warsaw, and (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.

"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 the Ticket. Tickets are sold only at authorized ticket sales channels: at www.fantix.pl and www.ebilet.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 six (6) tickets per person during the presale and the general sale. If one person purchases more than six (6), all tickets will be canceled.
A Ticket constitutes a document entitling its holder to participate in the Event for which it has been issued. The purchase of a Ticket signifies acceptance of all regulations governing participation in the Event. A single Ticket

entitles entry to one person only, unless explicitly stated otherwise on the Ticket. Tickets are subject to verification upon entry to the Event and may also be checked by the Promoter or persons authorized by the Promoter during the Event, in accordance with the provisions of these Terms and Conditions. Admission to the Event will be possible only upon presentation of the Ticket containing a legible barcode and numerical code.
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.

7. 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.

8. 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 8, without the right to a refund for its purchase.

9. 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.): ”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. ”

10. 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.

11. 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:

12. Admission to the Event Venue is granted to a person with an identity card and a valid Ticket. If Event 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.

13. 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 who refuse to undergo the activities described in point 20 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 Staff.

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.

15. 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 participants to leave the Event Site.

IV. TERMS AND CONDITIONS APPLICABLE IN EVENT VENUE:

16. 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 Staff 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.

17. 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.

18. 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 Terms and Conditions. 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.

19. 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 flags or banners that have not been preapproved by the Promoter, particularly those of a political or religious nature;
g) throw objects;
h) make fire or smoke tobacco in places where it is not allowed;
i) take care of physiological needs outside toilets;
j) drop litter;
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 dogs and other animals, except guide dogs;
n) bring backpacks, suitcases and bags over 20 liters;
o) bring, possess and use unmanned aerial vehicles, drones and other airborne objects;
p) bring and use skateboards, longboards, two-wheeled vehicles, rollers, roller skates and any other similar equipment;
q) bring drinks and food, with the exception of people whose health condition requires a specialized diet confirmed by a medical certificate;
r) bring and possessing medicines, with the exception of medicines in original packaging, available without a prescription or whose possession is confirmed by an appropriate medical certificate;
s) bring umbrellas with a sharp point;
t) bring walkie-talkies or two-way radios, as well as any devices that may interfere with radio communication,
u) bring computers, laptops, 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) conduct advertising and promotional activities without the Promoter's consent;
bb) conduct any commercial or other gainful activity, as well as fundraising, without the Promoter's consent.

20. Security Staff 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 19 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) the use of physical force in the form of disabling grips and similar defense techniques in the event of a threat to entrusted property, failure to comply with the order to leave the Event Venue or repel an attack on Security Staff or another person;
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.

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

22. Depending on potential risk and needs, Security Staff members can be equipped with, among others:
- handheld metal detectors,
- other necessary and legally permitted means of personal protection.

23. The Event Participant's right to be at the Event is ascertained by a member of the Security Staff 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.

24. In case any objects that are forbidden at the Event are found during the inspection of bags or clothes, a member of Security Staff 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.

25. 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 Staff 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.

26. Promoter provides fire safety by ensuring that:
a) service staff, Security Staff and Promoter must know the location of basic firefighting equipment and fire hydrants as well as fire Terms and Conditions;
b) Security Staff must be trained in: rules of conducting evacuation, methods of alerting Fire Brigade, rules of the use of basic firefighting equipment and first-aid.

27. 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:

28. 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 Event Venue in an appropriate advance.

29. 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.

30. 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.

31. 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.

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

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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. <u>COMPLAINTS:</u>

39. Any complaints may be filed in a written form to the following correspondence address of The Promoter, within 14 days from the end date of Event:
ALTER ART FESTIVAL SP. Z O.O.
UL. Kazimierzowska 14
02-589 Warszawa

40. 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.

41. The Promoter recognizes complaints submitted in accordance with point 39 and 40 above and responds within 14 days of their delivery to the Promoter.

42. The use of the complaint procedure is voluntary and is not a condition for pursuing claims.

43. 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.

44. 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.

45. 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. CRIMINAL PROVISIONS UNDER THE CRIMINAL CODE

46. 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).

IX. FINAL PROVISIONS:

47. 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.

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

49. These Terms and Conditions are available:
- on the website www.alterart.pl
- at the entrance to the Event Venue;

50. Any correspondence to the Promoter must be sent to the address specified in point 39.

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

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

53. The Terms and Conditions come into force on October 27th, 2026.

54. 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

55. 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 27th, 2026