

## TERMS AND CONDITIONS OF THE EVENT "Taylor Swift | The Eras Tour"

### 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 "**Taylor Swift | The Eras Tour**", that will take place on:
  - August 1<sup>st</sup> 2024,
  - August 2<sup>nd</sup> 2024,
  - August 3<sup>rd</sup> 2024,

At PGE Narodowy, at Al. Ks. J. Poniatowskiego 1, 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 "Promoter").

3. The Terms and Conditions are intended for all persons who 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 purpose of the Terms and Conditions is to ensure the safety of people and property, as well as the safety of the Event by specifying the rules of entry, behavior and use of the area where the Event is held and the infrastructure located on it, as well as defining the conditions of participation in the Event by regulating the rights and obligations of the Event Participants in connection with the possession of an admission ticket to the Event
5. The terms used in Terms and Conditions hereunder shall have the following meaning:

"Ticket" means a one-time, individual permit of admission to the Event, containing the name and surname of the Event Participant.

"Zones" means individual Zones within the Event Venue. All Zones constitute the Mass Event Area in accordance with the Act on the Safety of Mass Events: (I) Zone: Front Floor A - Left, (II) Zone: Front Floor B - Right (III) Zone: General Admission (IV) Zone: Tribunes, (V) Zone: Sky Boxes (VI) Zone: Business Club, (VII) Zone: Technical and Social Facilities, access to which depends on the possession of the appropriate Technical ID or the purchase of the appropriate type of Ticket. The Technical and Social Facilities Zone 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 (for the Event taking place on August 1, 2024 - a person born before August 1, 2009 and on that day; when it comes to the remaining show dates the age of a minor is counted analogically) can participate in the event unaccompanied. A minor under the age of 15 (for the Event taking place on August 1, 2024 - a person born after August 1, 2009; when it comes to the remaining show dates the age of a minor is counted analogically) may participate in the Event only under the supervision of an adult on sole responsibility of said adult (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 required to have a document confirming their age when entering the Event Venue. Lack of a document is tantamount to refusal of entry without a guardian. Event Participants who have certain categories of Tickets may be issued an identifier in the form of a wristband permanently fastened on their hands.

"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 Order Regulations 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, 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), 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 only be sold to persons who have successfully passed the verification process and received a link to the Ticket sales point website, along with a one-off, unique code entitling them to purchase Tickets. Positive verification and receipt of a unique code does not guarantee the purchase of Tickets, or in the public sale, through the official reselling service, available at the authorized point of sale on the website: [www.ebilet.pl](http://www.ebilet.pl). Tickets will be available for sale only in electronic form, based on the order of access to the Ticket sales point website and subject to the availability of seats for the Event. There is a limit of four (4) Tickets per person per transaction. The one-time, unique code used when purchasing Tickets in the first transaction expires. If more than four (4) Tickets are purchased by one person, the Promoter reserves the right to cancel Tickets purchased exceeding the specified limit. 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 eBilet ticket distribution system.
7. All tickets to the Event are electronic and personalized. When purchasing Tickets, it is required to provide the names and surnames of the Event Participants. Each Ticket must be assigned to a different person - it is not possible for several Tickets for a given date of the Event to contain the same person's data in one order. A single ticket entitles one person whose name and surname are indicated on the Ticket to enter the Event. The ticket is subject to verification upon entry to the Event. It is not possible to change the personal data provided on the Ticket. At the request of the Event Participant, justified by the occurrence of a duly documented random event, the Promoter may change the personal data on the Ticket. The application referred to in the preceding sentence shall be submitted by the Event Participant no later than three days before the date of the Event (for the Event taking place on August 1, 2024 - before July 28, 2024 and on that day; similarly for other days), to the e-mail address [bilet@alterart.pl](mailto:bilet@alterart.pl). The condition for the Promoter to change the personal data on the Personal Ticket is the payment by the Event Participant of PLN 50 to the account number provided by the Promoter. The final decision on how to consider the application belongs to the Promoter. The refusal to accept the application should contain a justification. An application that does not meet the requirements specified above will not be considered.
8. Purchased Tickets will be available for download 14 days before the Event. The link to download the Tickets will be provided via e-mail by the authorized Ticket sales point through which the purchase was made.

9. Tickets may only be sold at the price printed on the Ticket. Tickets are sold only at authorized points of sale: at [www.alterart.pl](http://www.alterart.pl), [www.ebilet.pl](http://www.ebilet.pl). The list of authorized points of sale is available at [www.alterart.pl](http://www.alterart.pl). Detailed conditions for the purchase of tickets are set out in the relevant Ticket Purchase Terms and Conditions, available at the above-mentioned website.
10. The exclusive distributor of tickets to the VIP sky boxes of PGE Narodowy is PL.2012+ SP. Z O.O.. The sale of tickets to the sky boxes takes place on the terms set out by their distributor.
11. It is forbidden to resell Tickets at auctions, auctions or in any other way indicating the commercial nature of such resale. It is forbidden to offer any transfer of ownership of Tickets to the public, including as prizes in contests, lotteries, bonus sales or any other promotions, even if it is free of charge. The Ticket may be immediately canceled in the event of resale, attempted resale, attempted copying of the Ticket, and other actions referred to in this section 11, without the right to a refund of the amount paid 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 the Ticket distribution system.
12. 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."
13. 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.

14. If a person with a disability wants to participate in the Event together with a guardian, each of these persons is obliged to purchase Tickets.
15. Ticket entitles to entrance solely to the Event whose date is indicated on the Ticket. Exchange of the ticket is not possible, and persons with inadequate tickets will not be admitted to the Event.
16. 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:**

17. 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 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.

18. Irrespective of meeting the conditions stated in point 17, 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). 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 27 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.

19. 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, metal gadgets and other items that may pose a threat to the safety of other Event Participants,
  - 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.
20. Admission to individual Zones is allowed to persons with an appropriate Ticket. In addition, the Promoter, for Ticket holders to individual Zones, may introduce an appropriate identifier in the form of a permanently fastened wristband, received at the entrance to the Event Venue. Lack of an identifier may result in refusal to enter a given Zone. In the event of damage to the identifier, 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 identifier and a document confirming identity, in order to obtain a new identifier.

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

21. 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.
22. Event Participants and all other persons who are in the Event Venue are obliged to comply with the instructions of the Security and Information Services, including the security manager and Promoter's Representatives. In particular, the ban on entering the Zones inaccessible to the public, fenced off and secured by employees of the Security and Information Services and Promoter's Representatives, including the absolute ban on entering the

stage, must be observed. It is also forbidden to take seats in the audience inaccessible to the public, the scope of which is marked by the Promoter. Refusal to comply with these instructions may only result from their conflict with generally applicable laws.

23. 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. Event Participants are obligated to use sanitary facilities only for what they were intended.
24. 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.
25. During the Event it is prohibited to:
  - a) take actions aimed at interrupting or disrupting the course of the Event,
  - b) 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,
  - c) bring in flags ,
  - d) bring in banners larger than A3 size,
  - e) throw objects,
  - f) start a fire or smoking tobacco in places where it is not allowed,
  - g) take care of physiological needs outside of toilets,
  - h) litter the site,
  - i) block exits and escape routes,
  - j) carry in and use any photographic equipment (including tripods and selfie sticks), as well as video cameras and video and audio recording equipment at the Event Venue. During the Event, photos can be taken only with a mobile phone, only for private use. It is forbidden to record videos (including streaming),
  - k) bring bags or backpacks exceeding the dimensions of 35 cm x 30 cm x 15 cm, having more than two compartments, as well as any suitcases,
  - l) bring dogs and other animals, except guide dogs,
  - m) bring drinks and food, with the exception of individuals whose health condition requires a specialized diet confirmed by a medical certificate, and except for water in 0,5l plastic bottle (soft plastic),
  - n) bring, possessing and using unmanned aerial vehicles, drones and other airborne objects over the Event Venue and in close contact with it,
  - o) bring and using skateboards, longboards, two-wheeled vehicles, rollers, roller skates and any other similar equipment,
  - p) bring umbrellas with a sharp point;
  - q) bring in and possessing medicines, with the exception of medicines available without a prescription and the possession of which is confirmed by a relevant medical certificate,
  - r) conduct advertising and promotional activities without the Promoter's consent;
  - s) conduct any commercial or other gainful activity, as well as fundraising, without the Promoter's consent;
  - t) bring and use laser pens,
  - u) bring light up gadgets and noise making gadgets, including Bluetooth speakers, air horns, etc.,
  - v) bring power banks larger then A6 size,

- w) bring radios and walkie talkies
- x) bring computers, laptops and digital readers.

The Promoter has planned a deposit, payable PLN 50 per piece. Only items that are not allowed in the Terms and Conditions will be accepted in the deposit.

26. 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 26 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.

27. Security and Information Service, carrying identifier 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 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 18 d), 19 c) or point 25 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), physical force in accordance with the rules defined in article 12, paragraph 1 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.

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

29. 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.
30. The Event Participant's right to be at the Event is ascertained by a member of the Security or Information Services by:
- checking whether the person has a valid Ticket and whether the Participant's data is consistent with the data on the Ticket,
  - comparison of the presented document with the template,
  - checking if the person has an identity document,
  - verification of the Event Participant's age by checking the identity document.
31. 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.
32. 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.
33. Promoter provides fire safety by ensuring that:
- a) Security and Information Service and Promoter's Representatives 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.
34. In the course of the Event, the Promoter and Event Participants, as well as any other persons staying in its venue are obligated to abide by the provisions of Education in Sobriety and Alcoholism Prevention Act.

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

35. Promoter informs that due to a considerable number of participants and the necessary control and security measures applied at the entrance to the Event, Event Participants are obliged to arrive at the Event Venue well in advance.
36. 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.
37. 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.
38. 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 OR CHANGE OF THE EVENT DATE**

39. Decisions on canceling an Event, changing the date 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.

40. If the Event is canceled or its date 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.
41. 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.
42. If the date 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, 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.
43. If, due to the change of the date of the Event, the Event Participant decides to keep the purchased Ticket and take part in the Event on the new date, the Ticket remains valid, regardless of possible changes in the prices of Tickets for the Event on the new date.
44. If, in connection with the change of the date 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.
45. If, in the event of changing the date 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. 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 of the Event, in the manner specified in the points above.

## **VII. COMPLAINTS:**

46. 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
47. 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.
48. The Promoter recognizes complaints submitted in accordance with point 46 and 47 above and responds within 14 days of their delivery to the Promoter.



49. Exhausting the complaint procedure specified in this section of The Terms and Conditions is the condition of submitting claims.
50. 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 or requests for changes to personal data on the Ticket. Providing personal data is voluntary but necessary to receive a response to a complaint or request for changes to personal data on the Ticket. 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 or requests for changes to personal data on the Ticket. 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.
51. 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.
52. 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, 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:**

53. 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.
54. 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.
55. 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:**

56. 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.
57. The status of the sponsor of Event is granted exclusively by the Promoter.
58. These Terms and Conditions are available:
  - on the website [www.alterart.pl](http://www.alterart.pl);
  - at the entrance to the Event Venue.
59. Any correspondence to the Promoter must be sent to the address specified in point 46.
60. Security and Information Services and Promoter's Representatives may issue their own safety and fire protection instructions. in accordance with applicable law.
61. 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, Journal of Laws of 2023 item 1610) shall apply.

62. The Terms and Conditions come into force on July 19th, 2024.

63. 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](http://www.alterart.pl).

Warsaw, July 19th, 2024.