

TERMS AND CONDITIONS OF THE EVENT " NICK CAVE AND THE BAD SEEDS Concert"

I. GENERAL TERMS:

1. The following Terms and Conditions (hereinafter referred to as "Terms and Conditions") were issued in accordance with the articles of Mass Events Safety Act published on March 20th, 2009, consolidated text, Journal of Laws of 2018 item 1870 (hereinafter referred to as "Act") and in accordance with the articles of Civil Code.

2. These Terms and Conditions are issued by The Promoter of the event under the name of "NICK CAVE AND THE BAD SEEDS Concert", that will take place on May 10th, 2021 at Arena Gliwice at Akademicka 50 street in Gliwice (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:

"Personal Ticket" or "Ticket" meaning a one time, individual permit of admission to Event, containing the name of the Event Participant.

"Areas": particular Areas of Event Venue: (I) Mass event area – Floor (II)) Mass event area - Stands, (III) Catering – sales Area,

"Security Service" and "Information Service": the persons appointed by Promoter, including the employees of a security agency, carrying ID badges, to ensure the safety of persons participating in Event as well as to control the rights of Participants to enter the Event Venue. The Security Service and Information Service members possess ID badges placed in a visible place, containing: name of the issuer, identification number and photograph, expiration date and stamp and signature of the issuer.

"Event Venue" meaning a place, where the Event takes place. The place where the Event takes place may be changed due to special circumstances. Information about the change of the Event Venue will be passed on to the public before the Event.

"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 16 years old (a person born before May 10th, 2005 and on that day), can participate in the event unaccompanied. A minor under the age of 16 may also be an Event Participant – a person born after May 10th, 2005 may participate in the Event only under the supervision of an adult person on sole responsibility of said adult person, that looks after the minor, after purchasing Tickets for both the minor and the adult. Minors over 16 years of age are allowed to take part in the Event independently after purchasing Ticket and presenting a document with photo confirming the minors' age. The lack of such document will result in refusal to enter the event without a carer.

II. TICKETS SALE:

6. Tickets may be sold only at the price printed on Tickets or VIP packages. Tickets are sold only in authorized points of sale: www.altersklep.pl, www.ebilet.pl and www.arenagliwice.pl. There is a purchase limit of six (6) tickets for an Event by one person. If more than six Tickets are purchased by one person, all tickets will be canceled. When

purchasing several Tickets, buyer is obligated to enter full names of the Event Participants. Each Ticket must be assigned to a person - it is not possible for several Tickets in one order to show the same persons' details.

7. The resale of Tickets at auctions, biddings, or in any other form of resale at a profit is forbidden. To publicly offer transferring the ownership of Tickets as prizes in any kind of competitions, sweepstakes, premiums or any other promotions is forbidden even if free of charge. The ticket can be immediately canceled in the event of resale, attempt to resale, attempt to copy the Ticket, and other activities referred to in this point 7 without the right to reimbursement of the amounts due for its purchase.

8. The Promoter informs that according to the article 133 of the Act of May 20th, 1971 of the Penal Code: "Whoever purchases entrance tickets for artistic, entertainment or sports events with the aim of reselling them at a profit or whoever sells such tickets at a profit is subject to penalty of arrest, restriction of liberty or a fine. Attempting as well as aiding and abetting are punishable."

9. Ticket enabling admission to the Event must be original, purchased in accordance with the provisions of these Terms and Conditions. Ticket purchased not in accordance with Terms and Conditions may be nullified by the Promoter. The Promoter warns that the purchase of Tickets from other parties puts the buyer at risk of buying a forged ticket, which will consequently result in the refusal to entry and participate in the Event.

The Promoter informs that the original bar code on each and every Ticket entitles to one-time access to the Event Venue. In case of leaving the Event Area, re-entry is possible only after purchasing the next Ticket. The Promoter warns that in case a Ticket is made available (in any form) to the third party, such Ticket may be used by that third party, which may result in a situation where the Ticket purchaser will be refused to enter the Event.

10. The disabled persons who want or need their carer assistance to participate in the Event - all persons accompanying persons with disabilities are obligated to purchase Tickets for each person individually.

11. Changing personal data provided on the Ticket is not possible. At the request of the Event Participant, justified by the occurrence of a duly documented accident, the Promoter may change personal data on the Ticket. The application referred to in the previous sentence shall be submitted by the Event Participant by 23.59 on 9.05.2021 at the latest to the e-mail address sklep@alterart.pl. The condition for the Promoter to change personal data on a Personal Ticket is that the Event Participant pays PLN 50 to the bank account number provided by the Promoter. The final decision on how to process the application is up to the Promoter. A refusal to accept an application should state the reasons on which it is based.

III. ADMISSION TO EVENT VENUE AND AREAS:

12. The admission to Event Venue is granted to all who possess an identification document and Personal Ticket containing the name of the Event Participant. Full name printed on the Ticket will be verified at the entrance to the Event and must be consistent with the Participants' ID. Event Participants' details should be provided when purchasing the Ticket. In the event of data inconsistencies, the Organizer reserves the right to refuse admission to the Event.

If Participant of the Event is a minor under 16 years of age, the minor can participate in the Event only under supervision of an adult person - a legal guardian or person authorized in writing by a legal guardian, who upon entering the Event, will sign the declaration of taking responsibility for the minor, according to the template provided by Promoter. An adult person can look after no more than 5 minor persons participating in the Event.

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

- b) persons who refuse to undergo the activities described in point 22 a) and c) of these Terms and Conditions.
- c) persons under the visible influence of alcohol, intoxicants, psychotropic drugs or any other agents with similar effect;
- d) persons carrying weapons or other dangerous objects, explosives, pyrotechnic materials, flammables, alcoholic drinks (does not apply to beer with alcohol content up to 3.5% purchased at the Event Venue), psychoactive agents or substances.

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

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

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 or glass containers or cans;
- d) persons who do not have identification documents or refuse to present them.

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

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 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.

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

18. 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.

19. It is forbidden to:

a)bring in and carry during the Event: cameras, camcorders and audio-video recording equipment or to bring photographic equipment which might be used for professional photography, e.g. cameras with interchangeable lens and/or zoom over 6x. Tripods and selfie sticks are not allowed and photos must be taken for personal use only. Taking photos should not obstruct the view of other audience members.

b)carrying backpacks, suitcases, as well as bags exceeding the dimensions of 36 cm x 36 cm x 15 cm

The Promoter will provide deposits, paid 20 PLN per item. The deposit will only accept items included in the regulations as forbidden.

20. It is forbidden to bring dogs and other animals into the Event Venue or conduct any trade connected, paid activity or money collection without previous Promoter authorisation.

21. The Promoter is entitled to record the proceedings of Event, in particular persons' conduct, by means of sound/image recording devices, within the scope defined by Act and executor provisions. The materials obtained by the recording of the proceedings of Event may be used as evidence to initiate criminal proceedings or proceedings in cases of offences, or as evidence significant for such proceedings being in progress will be handed over by the Promoter to the district prosecutor appropriate for Event Venue or the Police. The materials obtained by the recording of the proceedings of Event which does not contain anything that might be used as evidence to initiate criminal proceedings or proceedings in cases of offences, or as evidence significant for such proceedings being in progress are stored for at least one month after the end of Event and then they are destroyed in front of the commission.

22. 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 13 d), 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) use, in accordance with the rules defined in article 11, point 1 and 2 of the Act of 24 May, 2013 on the means of physical coercion and firearms (Journal of Laws, item 628), physical force in accordance with the rules defined in article 12, paragraph 1, points 1, a) and b), point 2 a) and b) and point 12 a) of this Act
- f) apprehend, in order to hand them over to the Police immediately, persons directly threatening the life and health of other persons as well as the protected property.

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

24. 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.

25. A member of Security or Information Service verifies if a person is entitled to participate in Event by:

- checking if the person has a valid Ticket,

- comparing the presented document with the person carrying it.

The validity of the Ticket is confirmed by verifying the compliance of personal data on the Ticket with the document confirming the identity of the event participant, the scanning system and checking the uniqueness of the bar code on the Ticket.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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:

31. Promoter informs that due to a considerable number of participants and the necessary control and safety means used at the entrance to the Event, Participants are obligated to arrive at the Venue in an appropriate advance.

32. Promoter informs that Event Participants as well as any other persons staying in Event Venue will be continuously exposed to loud sound, which may cause hearing damage. Ear protectors are recommended, especially for children. During the Event, stroboscopic lights/lasers will be used.

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

34. It is forbidden to perform any commercial or other economic activity without the Promoter's authorisation, as well as to perform any promotional or advertising activity in the Event Area without the Promoter's authorisation. Persons violating this prohibition will be called to leave the Event. The Promoter shall not be obligated to pay any compensation or damages to the Ticket owner who did not abide by the prohibition.

VI. COMPLAINTS:

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

ALTER ART FESTIVAL SP. Z O.O.

UL. Kazimierzowska 14

02-589 Warszawa

36. The complaint shall contain full name and a correspondence address of a person filing a complaint, as well as indication of the reasons for the complaint and the content of the demands.

37. The Promoter recognizes complaints submitted in accordance with point 35 and 36 above and responds within 21 days of their delivery to the Promoter.

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

39. The administrator of personal data is ALTER ART FESTIVAL SP. Z O.O. with headquarters in Warsaw, Kazimierzowska 14. Personal data are processed in order to resolve complaints. Providing personal data is voluntary, but necessary to receive a response to the complaint. The legal basis for the processing of personal data is their necessity to achieve the objectives resulting from legally justified interests pursued by the administrator, subject to consideration of complaints. The Administrator may process the personal data of the Participants as long as it is necessary to achieve the purposes for which the data was collected unless there is a technical, legal or other important reason justifying the removal, destruction or anonymization of these data.

40. A person who the data regards, has the right to request the administrator to access his personal data, rectify them, delete or limit processing, the right to object to the processing and the right to transfer data, as well as the right to file a complaint to the supervisory body.

VII. PENAL PROVISIONS UNDER THE ACT:

41. Whoever does not carry out the safety orders issued under the provisions of Act or Terms and Conditions, by the Promoter, Security or Information Service, is subject to punishment of arrest, restriction of liberty or a fine.

42. Whoever brings in or carries at Event weapons, other dangerous objects, explosives, pyrotechnic products or materials likely to start a fire, is subject to punishment of arrest or restriction of liberty.

VIII. FINAL PROVISIONS:

43. All rights to the name and logo of the Event are reserved for the Promoter. Official programmes and gadgets connected to Event will be sold exclusively at Event Venue or in the outlets authorised by The Promoter.

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

45. The Terms and Conditions are available:

- on the website www.alterart.pl,
- at the information point in the Event's Area,
- at the entrance to the Event;

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

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

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

49. The Terms and Conditions come into force on April 8, 2020.

50. The promoter has the right to change these Regulations, in particular due to the need to ensure the proper course of the Event and the safety of the Participants.

Warsaw, April 8, 2020.