

## TERMS AND CONDITIONS OF EVENT

### 'ORANGE WARSAW FESTIVAL'

HORSERACING SITE, WARSZAWA - SŁUŻEWIEC, 3-4.06.2022

#### I. GENERAL PROVISIONS:

1. The present 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 20, 2009 consolidated text Dz. U. of 2018 item 1870 (herein referred to as 'Act') and in accordance with the articles of the Civil Code.
2. The Terms and Conditions are issued by the organizer of the event under the name 'Orange Warsaw Festival,' which shall be held on 3-4.06.2022 in Warsaw, horse-racing site, Służewiec Racetrack, ul. Puławska 266, (hereinafter referred to as 'Event'), i.e. by the company: ALTER ART FESTIVAL SP. Z O.O. with its registered office in Warsaw at ul. Kazimierzowska 14, entered in the register of companies by the District Court for the City of Warsaw in Warsaw under KRS number 227624, Tax identification number (NIP) 586-21-41-557 (hereinafter referred to as 'Organizer').
3. The Terms and Conditions are intended for all persons who will be staying in the area where Event will be taking place, in the course of Event. Every person staying in this area in the course of Event is obliged to abide by the provisions of these Terms and Conditions.
4. The aim of The Terms and Conditions is to ensure the safety of Event by defining the rules and conditions of participation in the Event and rules of behavior of persons present at Event and of their use of the venue where Event is taking place as well as the use of the facilities situated in the venue, and, furthermore, to regulate the rights and duties of the participants of Event related to the purchase of the entrance tickets to Event.
5. The terms used in the Terms and Conditions hereunder shall have the following meaning:
  - 'Ticket:' an individual permit of admission to Event, which must be exchanged for an ID (Wristband) when entering Festival Area for the first time.
  - 'Wristband:' a Wristband issued by Organizer at the entrance of Festival Area in exchange for Ticket; Wristband has the form of a wristband, the design of which is established by The Organizer, fixed permanently on the wrist; Wristband can be used by one person only, with restriction of the provisions point 18 and 19 of these terms and Conditions; damaging or tearing off of Wristband makes it invalid; transfer of Wristbands is forbidden. Each Event Participant exchanges the Ticket to Wristband in person, individually.
  - "Technical ID" means an identifier issued by the Organizer to persons working in the preparation and / or implementation of the Event in accordance with the Order Regulations for contractors and persons working in the preparation and implementation of the Event.
  - "Security Manager" means a person appointed by the Organizer, representing him in the field of ensuring the safety of participants in a mass event;
  - "Organizer's Area" means a designated part of the Służewiec Horse Racing Tracks owned by the Organizer, including the Festival Area as well as parking lots, internal access roads, pedestrian communication routes and technical facilities.

For important reasons, the location of the Organizer's Venue may be changed before the Event, and the Organizer will provide information about the change to the public on the website [www.orangewarsawfestival.pl](http://www.orangewarsawfestival.pl) no later than 7 days before the start of the Event.

- "Festival Area" means a designated area, between the Main Entrance and the VIP Entrance, which can only be entered by persons with an Identifier or a Technical ID. For important reasons, the location of the Festival Area may be changed before the Event, however, the Organizer will provide information about the change to the public on the website [www.orangewarsawfestival.pl](http://www.orangewarsawfestival.pl) no later than 7 days before the start of the Event.
- "Areas" means individual areas in the Festival Area or the Organizer's Area, including: (I) Mass Event Area, (II) VIP Area, (III) Food and Sales Area, (IV) Technical and Social Support Area, to which access depends on the possession of the appropriate Technical ID or the purchase of the appropriate type of Ticket and issue of the appropriate Identifier accordingly;
- "Security Service" means persons appointed by the Organizer, entered on the list of qualified physical security personnel referred to in art. 26 of the Act of August 22, 1997 on the protection of persons and property (i.e. Journal of Laws of 2020, item 838), including employees of persons or property security agencies, who have an ID, to care for the safety of persons participating in The Event, including the control of the rights of the Event Participants to enter the Festival Area. Security Service members 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. Order Services operate in the Festival Area, which is the Mass Event Area.
- "Information services" means persons under the authority of the safety manager who act during the Event for safety and public order in the Mass Event Area and in the rest of the Organizer's 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.
- "Security Staff" means persons entered on the list of qualified physical security personnel or qualified technical security personnel, and performing security tasks for the benefit of an entrepreneur who has obtained a license to conduct business activities in the field of security services and property used by the Organizer. Security Staff operate in the Festival Area Areas, which do not constitute a Mass Event Area, and in the rest of the Organizer's Venue, in order to ensure the safety of people and property there. To the extent permitted by law, the rights and tasks of Security Staff may be performed by persons performing security tasks not requiring entry on these lists, for an entrepreneur who has obtained a license to conduct business activity in the field of security services for persons and property used by the Organizer.
- "Organizer's Representative" means a person identifying himself with the Technical ID named Promoter, authorized to make decisions on behalf of the Organizer.
- 'Event Participant:' a person taking part in Event on the basis of Wristband issued in exchange for Ticket. A minor, who on the day of entering the Festival Area is 15 years old, can participate in the Event on her or his own. Event Participant may be also a minor, who on the day of of entering the Festival Area is under 15 years of age, under supervision of an adult person and on sole responsibility of an adult person who looks after the minor throughout the entire Event, after purchasing a ticket both for the adult and for the minor; purchase of the ticket is no necessary in case of a minor person who is under 3 years of age on the day of entering the Event. Carer's of the children under 3 years of age and the minor over 15 years of age are obligated to present a valid document confirming the child's/minor/s age at the

entrance to the Event or specific Area. If the persons mentioned herein will not present any valid documents, they will result in the need to purchase a Ticket for the child or refusal of admission without a carer.

## II. SALE OF TICKETS:

6. Tickets are sold only in authorized points of sale and as well as on the [www.altersklep.pl](http://www.altersklep.pl) and [www.eBilet.pl](http://www.eBilet.pl) websites. Tickets may be sold solely at face value. The list of authorized points of sale is available on [www.orangewarsawfestival.pl](http://www.orangewarsawfestival.pl) website.
7. The resale of Tickets at auctions, as bidding, or in any other form of resale at a profit is forbidden. To publicly offer transferring the ownership of Tickets, including as prizes in any kind of competitions, sweepstakes, premiums or any other promotions is forbidden even if free of charge. The Ticket may be immediately canceled in the event of resale, resale attempt, attempt to copy the Ticket, and/or other activities referred to in this point. Such activities cancel the right to reimbursement the amounts due for the purchase of the Ticket.
8. Organizer reports that under the article 133 of May 20, 1971 of the Code of Petty Offences: '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 to do so are punishable.'
9. Wristband will be obtained solely in exchange for original Ticket purchased in accordance with the provisions of these Terms and Conditions. Ticket purchased with breaching the Terms and Conditions may be nullified by the Organizer. The Organizer warns that the purchase of Tickets from other parties puts the buyer at risk of buying a forged ticket, which will lead to the refusal to exchange Ticket for Wristband and of the admission of the ticket holder to Event. Organizer informs that the unique code placed on every Ticket entitles only at the admission to the Event (exchange of the Electronic Ticket to a Wristband) only at the first scanning. Organizer warns that in case of transferring the Electronic Ticket (in any form) to the third party, the ticket may be used by the mentioned third party, and in result the purchaser of the Electronic Ticket will be refused the admission to the Event (Exchange of the Electronic Ticket to a Wristband).
10. In case a Participant with a disability requires the help of a support person, the support person's entrance fee to the Event is included in the price of the Ticket of the disabled Participant, and the ticket of the disabled Participant entitles the support person to enter the Festival Area and to accompany the disabled Participant. This permission applies only in the case of persons supporting Participants with a significant disability, and also wheelchair persons with any degree of disability. Disability, referred to above, should be confirmed by the judgment of the District Disability Evaluation Board (accompanied by a document with a photograph proving identity) or a valid a Disabled Person Card (accompanied by a document with a photograph proving identity).

Each Participant with a disability on the basis of his/her Ticket may be accompanied by only one support person at each entrance to the Festival Area. On the basis of the Ticket the Participant with a disability and his/her support person both receive separate Wristbands after the verification of the degree of disability based on the above-mentioned documents.

11. Children who on the day of entering the Festival Area will be under 3 years of age are exempt from purchasing a Ticket. Children who on the day of exchanging the Ticket to the Wristband are 3 years of age but are not over 12 years of age may use a 50% discount for the Tickets. Being exempt from purchasing a Ticket and the possibility to use 50% discount for the Tickets purchase for children aged 3-12 shall be supported by a valid document **confirming the child's age** at the entrance to the Event. In case a person is unable to provide an ID confirming the child's age, an additional payment, in the amount of the difference between the Ticket value and the discounted value, according to the price list applicable on the day of purchase, is due.

## III. ADMISSION TO ORGANIZER'S AREA AND AREAS:

12. The admission to Festival Area is granted to all who possess an identification document and Ticket, which, at the first entrance into Festival Area, will be exchanged to Wristband. Each next admission to Festival Area is granted to Participants carrying an undamaged Wristband fixed permanently on their wrists. In case that a Participant of Event is a minor up to 15 years of age, he/she can participate in Event only if supervised by an adult person – a legal carer or a person authorized in writing by the legal carer who, on entering Event for the first time, will present the declaration of taking responsibility for the minor, according to the template provided by Organizer. An adult person may be a carrier of a maximum 5 minor persons participating in the Event.
13. Irrespective of meeting the conditions stated above in point 12 above, the Organizer may refuse entry to the Festival Area, and in particular is obliged, in accordance with the provisions of the Act on the safety of mass events, to refuse entry to the Mass Event Zone:
  - a) persons on whom the following ruling was made forbidding them an admission to mass events, or obliging them to refrain from staying in the areas where mass events are taking place, made by 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 point 2 of the act of October 26, 1982 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 23 – a) -c) of the 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, psychoactive agents or substances.

The assessment of objects and their qualification as potentially dangerous belongs to:

- Security Service and Information Service - at the Festival Area being the area of a mass event, in accordance with point 30 of these Regulations
- Security Staff - on the rest of the Festival Area or Organizer's Area

- e) persons acting violently, provocatively or in any other way, which might threaten safety and order. The decision whether or not the objects are dangerous rests upon the Security Service.
14. The Organizer may refuse admission to the Event and the right to remain in Festival Area to the following:
  - a) persons without Wristbands,
  - b) persons wearing boots with metal endings,
  - c) persons whose appearance makes their identification impossible.
  - d) persons carrying plastic, glass or metal containers or cans, etc.
  - e) persons who do not have identification documents.

The organizer has provided a deposit, payable PLN 20 for each item left. The deposit will also be obligatory for people whose security finds items that are not allowed in the regulations.

15. Admission to specific Areas is granted to persons carrying an appropriate Wristband.

#### **IV. ORDER AND ORGANIZATIONAL REGULATIONS BINDING IN FESTIVAL AREA**

16. The Organizer ensures safety of the persons present at Event as well as the order in the course of Event, by, among others:
  - a) providing Security Service, Information Service and Security Staff with distinctive elements of clothing;
  - b) appointing a security manager, in charge of Security Service, Information Service and the management of their work;
  - c) providing medical assistance and sanitary facilities;

- d) changing the place of Event, shall the need arise;
- e) changing the date and hour of the Event, shall the need arise.

17. Event Participants and any other persons staying at Festival Area or Organizer's Area are obliged to comply with the orders of Security Service and Information Service, including the security manager, Security Staff or Organizer's Representatives depending on the place where they are. The refusal to comply with these orders may result from the fact that they are in contradiction with the generally binding law.
18. Event Participants and any other persons staying at Festival Area are obliged 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 the Terms and Conditions. It is forbidden to damage signs and information boards, advertising media, devices and equipment located in Festival Area, etc. Participants are obliged to use sanitary facilities only for their intended purpose.
19. Event Participants as well as any other persons who are at Festival Area or designated Areas are obliged to wear valid Wristband or Technical ID. The lack of Wristband or the possession of a broken or damaged Wristband or the one not fastened on the hand is tantamount to expel such person from Festival Area. In case of breaking or damaging the wristband (at Festival Area), Event Participant is obliged to report to the security manager at the Festival Area exit gate with the damaged wristband immediately to replace the damaged wristband with a new one. Only the Wristband damaged inside Festival Area, and not outside it, is subject to replacement. Leaving the Festival Area with damaged or removed Wristband without notifying the Security Manager is tantamount to quitting the Event with no re-admission.
20. If Participant notifies Organizer beforehand on the need to remove Wristband after leaving Festival Area on a given day and prior to re-entering Festival Area on the following day (e.g. due to the occupation performed by Participant, etc.), only the same Participant shall be entitled to re-enter Festival Area and to obtain a new Wristband upon returning the previous Wristband and having the Participant's identity verified by Organizer. Participant shall make the aforementioned notification in the information points, located in front of each entrance to Festival Area. The notification should be made before Participant enters Festival Area for the first time or, at the latest, prior to when Participant leaves Festival Area; in this case, Participant is obliged to produce a non-damaged Wristband on their wrist and an identification document. Participant shall collect the new Wristband in the point where the notification was made. The described procedure entails the Participant bearing the handling fee in the amount of PLN 5 per each wristband change. The above procedure shall not apply to wristbands removed by Participants without prior notice to Organizer.
21. On the Festival Area and Organizer's Area it is forbidden to:
  - a) taking actions aimed at interrupting or disrupting the course of the Event;
  - b) using offensive, vulgar vocabulary, proclaiming and displaying slogans with vulgar and racist content, and inciting conflicts, in particular on the grounds of race, nationality, religion, social or sex;
  - c) displaying banners previously not approved by the Organizer;
  - d) throwing objects;
  - e) make fire or smoke tobacco in places where it is not allowed;
  - f) taking care of physiological needs outside toilets;
  - g) littering;
  - h) blocking exits and escape routes;
  - i) bring dogs and other animals, with the exception of guide dogs;
  - j) bring, possess and use unmanned aerial vehicles, drones and other airborne objects;
  - k) bring and use skateboards, longboards, two-wheeled vehicles, rollers, roller skates and any other similar equipment.

Moreover, at the Festival Area it is forbidden to:

- a) bring and use cameras, sound and image recording equipment and photographic equipment that can be used professionally, including cameras with interchangeable optics, cameras with zoom above 6x, tripods, selfie sticks.

Photos may only be taken for private purposes, so as not to obstruct the stage to anyone in the audience or disturb people in the vicinity;

- b) bring backpacks, suitcases and bags over 30 liters;
- c) bring drinks and food, with the exception of people whose health condition requires a specialized diet confirmed by a medical certificate;
- d) bring umbrellas with a sharp point.

## 22. Principles of recording the course of the Event:

a) The Organizer under the Mass Events Safety Act and in the scope specified by this Act and the executive regulations is entitled to record the proceedings of Event, in particular persons' conduct, by means of sound/image recording devices, within the scope defined by Provisions of The Mass Event Security 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 Organizer to the district prosecutor appropriate for Festival Area or the Police. The materials obtained by the recording of the proceedings of Event which do not contain anything which 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 are stored for at least one month after the end of Event and then they are destroyed in a committee.

b) In order to ensure the safety of people and property in the Areas that do not constitute the Mass Event Zone and in the other Organizer's Area, to the extent justifying the implementation of this goal, the Organizer is entitled to record the course of the Event using video and sound recording devices, in particular the behavior of people and others events in the Zones that do not constitute the Mass Event Zone, as well as in the rest of the Organizer's Area.

c) In the cases specified in point a) and b) above, the personal data administrator is ALTER ART FESTIVAL SP. Z O.O., with headquarters in Warsaw, at Kazimierzowska 14 street. In the case specified in:

- point a) above, the personal data are processed to ensure the safety of mass events. The legal basis for the processing of personal data is Organizer's obligations and rights under the Mass Events Safety Act, including the obligation to secure a mass event and the right to record the mass event. The personal data subject to processing is the image of a mass event participant. Without prejudice to point (a), the administrator may process the indicated personal data for so long as it is necessary to achieve the purposes for which the data were collected, unless there is a technical, legal or other important justification for the removal, destruction or anonymization of these data .

- point b) above, personal data are processed in order to ensure the safety of persons and property in areas that do not constitute a mass event area. The legal basis for the processing of personal data is the legitimate interest pursued by the administrator, which is to ensure the safety of persons and property in areas that do not constitute a mass event area. The personal data subject to processing is the image of a mass event participant. The administrator may process indicated personal data for 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.

d) In the cases specified in item 22., person whose data concerns, has the right to request the administrator to access his personal data, rectify them, delete or limit the processing and has the right to transfer data, as well as the right to file a complaint to the supervisory authority.

## 23. Security Service and Information Services, holding an identifier placed in a visible place, are entitled, in accordance with the provisions of the Act on the Safety of Mass Events, to:

- a) determining the rights of people to stay in the areas constituting a Mass Event, and in the case of lack of such rights - summoning them to leave the Festival Area;
- b) identification of persons in order to establish their identity;
- c) viewing the contents of luggage, clothing of persons, in the event of suspicion that these persons are bringing in or possessing the items referred to in point 13 d), 14 d) or in point 21 of the Regulations;
- d) issuing orders to persons disturbing public order or behaving inconsistently with the Regulations of the Event, and in the event of failure to comply with these orders - calling them to leave the Festival Area;
- e) capture, for the purpose of immediate transfer to the Police, persons posing a direct threat to human life or health, as well as protected property.

In addition, Security Services, with an identifier placed in a visible place, are entitled to use in the cases referred to in art. 11 of the Act of May 24, 2013. on measures of direct coercion and firearms (i.e. Journal of Laws of 2019, item 2418.), measures of direct coercion referred to in art. 12 sec. 1 of this act;

Security Staff are entitled to all rights under the Act on the protection of persons and property, including the right to:

- a) determining the right to stay at the Festival Area or in the Zones and identifying people in order to establish their identity;
- b) summoning people to leave the Festival Area or the Zones in the event of finding that they do not have the right to stay at the Festival Area or in a specific Zone, or if the order is disturbed;
- c) catching people who obviously pose a direct threat to human life or health, as well as protected property within the Festival Venue, the Organizer's Venue or outside its borders, in order to immediately hand them over to the Police;
- d) use or use of direct coercion measures within the provisions of the Act on the protection of persons and property and the provisions of the Act of May 24, 2013. on measures of direct coercion and firearms (i.e. Journal of Laws of 2019, item 2418)

24. Security Services are obliged to remove from the Mass Event Area people who disrupt public order or behave inconsistently with the Regulations. To the extent permitted by the Act on the protection of persons and property, the same rights are vested in the Security Staff at the Festival Area and at the Organizer's Area.

25. Depending on potential risk and needs, Security Service, Information Service and Security Staff members can be equipped with, among others:

- a. handheld metal detectors,
- b. specimens of tickets, wristbands and invitations,
- c. other necessary and legally permitted means of personal protection.

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

- a. verifying whether the person has a valid Ticket and, after its exchange, a Wristband,
- b. verifying whether the person has a valid Technical ID,
- c. comparing the presented document with the specimen.

27. If a forbidden item is found during luggage check, a member of the Security or Information Services may refuse to admit the person who has been found to have these items, or remove them from the place where the Event is held. To the extent permitted by the Act on the protection of persons and property, the same rights are vested by the Security Staff.

28. 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, Information Service or Security Staff apprehends the person in whose belongings such objects have been found and after confiscating these objects, writes a protocol of this action and then hands the person over to the Police along with the confiscated objects.
29. It is forbidden to perform any commercial or other economic activity without the Organizer's authorization, as well as to perform any promotional or advertising activity in the Festival Area without the Organizer's authorization.
30. Organizer establishes the following Areas constituting the Festival Area:
  - a. Mass Event Area,
  - b. VIP area,
  - c. Food and sales areas;

The VIP area and the gastronomic and sales areas are separate and closed areas where alcohol is sold and / or served. They are not part of the mass event area and only in these areas you can consume alcohol purchased or served there.

31. Organizer provides fire safety by ensuring that:
  - a) service staff, Security and Information Service, Security Staff and Organizer know the location of basic firefighting equipment and fire hydrants as well as rule of conduct in case of fire;
  - b) Security and Information Service as well as 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
32. During the Event, the Organizer, Event Participants, contractors and persons working in the preparation and implementation of the Event, as well as other people staying at the Festival Area or in the Areas, undertake to comply with the provisions of the Act on Upbringing in Sobriety and Counteracting Alcoholism. Alcohol that is sold or served in catering areas and in the VIP Area may only be consumed in these areas.

## **V. RIGHTS AND DUTIES OF EVENT PARTICIPANTS:**

33. Organizer reports that due to a considerable number of Participants, the necessity to exchange Tickets for Wristbands and the necessary control and safety means used at the entrance to the Event, Participants are obliged to arrive at the Venue in an appropriate, no less than 2-hour advance.
34. Organizer reports that Event Participants, as well as any other persons staying at Festival Area, will be continuously exposed to loud sound, which may cause hearing damage. During Event, stroboscopic lights and pyrotechnics will be used.
35. The Organizer also records the proceedings of the Event for documentation purposes as well as promotion and advertising of Event and events in the following years, the Organizer and sponsors.

## **VI. SPECIAL PROVISIONS CONCERNING EPIDEMIC SECURITY**

36. In connection with the announcement of an epidemic threat in the territory of the Republic of Poland, the Organizer informs:



- a) In accordance with the applicable regulations and the "Guidelines for organizers of cultural and entertainment events during the SARS-CoV-2 virus epidemic in Poland" announced by the Ministry of Culture and National Heritage, the Ministry of Development and the Chief Sanitary Inspector, **the Event may not be attended by persons who have symptoms indicating infection with the SARS-CoV-2 virus and people who are in quarantine or under epidemiological supervision. In the event of any of the circumstances mentioned in the preceding sentence at the Participant during the Event, the Event Participant is obliged to immediately inform the Organizer of this fact.**
- b) In order to prevent the spread of the SARS-CoV-2 virus, in accordance with applicable regulations, guidelines or recommendations of relevant government administration bodies, Participants may be required to have personal protective equipment on the Event Venue, specified in the currently applicable regulations, guidelines or recommendations, and also to comply with the currently binding orders, prohibitions and restrictions. Information on the currently applicable rules of conduct will be available at [www.alterart.pl](http://www.alterart.pl), at the latest 7 days before the Event and at the entrances to the Event Venue. The Event Participant is obliged to read the applicable rules of procedure. The Organizer has the right to refuse entry to the Event and to remove from the Event Venue Participants who do not comply with the applicable rules of procedure, without the right to complaints and other claims.
- c) Depending on the currently applicable regulations, guidelines or recommendations of competent governmental administration bodies, the Participant may submit a declaration that, to the best of his knowledge, he is not a person infected with SARS-CoV-2 and is not in quarantine or under epidemiological supervision. Such a declaration should also include the Participant's first and last name and date of birth, as well as contact details enabling contact with Participants after the end of the Event - address and telephone number. The form of the declaration is specified and made available by the Organizer.
- d) The declaration referred to in point c) The Event Participant submits on the day of the Event, in the manner specified by the Organizer. The statement form template will be available on the website [www.alterart.pl](http://www.alterart.pl), at the latest 7 days before the Event.
- e) Failure by the Event Participant to submit the statement specified in point c) will result in refusal to enter the Event, without the right to complain.
- f) Personal data of the Participants included in the declarations referred to in point c) they can be made available to the relevant services performing epidemiological supervision in a given area.
- g) The administrator of personal data contained in the declarations referred to in point c) is Alter Art Festival Sp. z o.o. with headquarters in Warsaw at ul. Kazimierzowska 14, entered into the Register of Entrepreneurs by the District Court for the Capital City of Warszawy w Warszawie, XIII Commercial Division of the National Court Register under the number KRS: 227624, NIP: 586-21-41-557. Personal data is processed in order to prevent the spread of SARS-CoV-2 virus. Providing personal data is voluntary, with the provision that refusal to provide personal data indicated in point c) and health data will result in refusal to enter the Event. The legal basis for the processing of personal data is their necessity to achieve the goals resulting from the legitimate interests of the administrator, consisting in preventing the spread of the SARS-CoV-2 virus.
- h) Personal data of the Participants included in the declarations referred to in point c) will be kept by the Organizer for a period of 2 weeks or for a longer period, if it proves necessary to achieve the goals resulting from the legitimate interests of the administrator, including for the purpose of pursuing claims or defending against claims.

- i) The data subject has the right to request the administrator to access his personal data, rectify it, delete or limit processing, the right to object to the processing and the right to transfer data, as well as the right to lodge a complaint with the supervisory authority

## **VII. COMPLAINTS:**

37. Any complaints may be submitted to the following correspondence address of The Organizer, within 21 days from the closing date of Event:  
ALTER ART FESTIVAL SP. Z O.O.  
ul. Kazimierzowska 14, 02-589 Warszawa.
38. The complaint needs to include the name, surname and mailing address of a person filing a complaint, as well as reason of a complaint and the content of the claims.
39. The Organizer recognizes the complaints filled according to the point 37 and 38 here above and responses within 21 days since the day the complaint was delivered to the Organizer.
40. Exhausting the complaint is voluntary and is not the condition of submitting claims.
41. 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.
42. A person who the data regard has the right to request the administrator to access his personal data, rectify them, delete or limit processing, the right to object to the processing and the right to transfer data, as well as the right to file a complaint to the supervisory body.

## **VIII. PENAL PROVISIONS UNDER THE ACT:**

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

## **IX. FINAL PROVISIONS:**

45. All rights to the name and logo of Event are reserved for the Organizer. Official programs and Event-related merchandise will be sold exclusively at Festival Area or in the points of sale authorized by the Organizer.
46. The status of the sponsor of Event is granted exclusively by the Organizer.
47. The Terms and Conditions are available:
  - at the festival website, i.e. [www.orangewarsawfestival.pl](http://www.orangewarsawfestival.pl)
  - in the Organizer's information points;

- in the Organizer's box offices;
  - at the entrance to the Festival Area and / or selected Areas.
48. Any correspondence to the Organizer must be sent to the address specified in point 37, in writing.
49. Security Service, Information Service and Security Staff may issue their own safety and fire instructions in accordance with the provisions of the law in force.
50. In matters not covered by the Regulations, the provisions of the Act on the safety of mass events are used and, in the scope relating to Security Staff - the provisions of the Act of August 22, 1997 on the protection of persons and property, and the provisions of the Civil Code.
51. The Terms and Conditions come into force on March 29<sup>th</sup>, 2021.
52. The Organizer 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. Organizer informs of the changes in the Terms and Conditions on the festival website, that is [www.orangewarsawfestival.pl](http://www.orangewarsawfestival.pl).

Warsaw, March 29<sup>th</sup>, 2021.