

TERMS AND CONDITIONS OF EVENT

under the name "OPEN'ER FESTIVAL"

GDYNIA, GDYNIA-KOSAKOWO AIRPORT, 27.06 - 2.07.2023

(CONCERTS HELD ON 28.06. – 2.07.2023)

I. GENERAL PROVISIONS:

1. The present terms and conditions (hereinafter referred to as "Terms and Conditions ") were issued in accordance with the articles of Act of 20 March 2009 on Safety at Mass Events, consolidated text: Journal of Laws 2019, item 2171 (herein referred to as "Mass Events Safety Act"), in accordance with Act of 22 August 1997 on Protection of Persons and Property, consolidated text Journal of Laws 2020 item 838 (herein referred to as "Protection of Persons and Property Act") and in accordance with the articles of Civil Code.
2. The Terms and Conditions are issued by the promoter of event under the name "Open'er Festival", which will take place on 27.06 - 2.07.2023 (concerts held on 28.06 - 2.07.2023) at Gdynia - Kosakowo airport (hereinafter referred to as "Event"), that is, ALTER ART FESTIVAL SP. Z O.O. residing in Warsaw, ul. Kazimierzowska 14, entered in the register of companies by the 13th division of the District Court for the City of Warsaw under KRS number 227624, Tax identification number (NIP) 586-21-41-557 (hereinafter referred to as 'Promoter').
3. The Terms and Conditions are intended for all persons who will be staying in the Promoter Area or in the Festival Area. Every person staying in the Promoter Area or in the Festival 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 persons and property, as well as the safety of Event by defining the rules and conditions of admission, behavior and use of the Promoter Area, Festival Area and the infrastructure located there, as well as defining the conditions of participation in the Event by regulating 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" means an individual permit of admission to Event, which must be exchanged for an ID (wristband) when entering Festival Area or selected Zone for the first time. Means all Ticket categories, including Festival passes.

"ID" means an ID issued by Promoter when entering Festival Area or selected zone for the first time, for the return of Ticket; ID has the form of a wristband, the design of which is established by The Promoter, fixed permanently on the wrist. ID can be used by one person only, with restriction of the provisions point 19 and 20 of these Terms and Conditions; damaging or tearing off of ID makes it invalid; transfer of IDs is forbidden. Each Event Participant exchanges the Ticket to ID in person, individually;

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

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

"Festival Area" means a designated and fenced area between the Gdynia Entrance and the Kosakowo Entrance, which can only be entered by persons with an ID or Technical ID. For important reasons, the location of the Festival Area may be changed before the Event, and Promoter will provide information about the change to the public on the website www.opener.pl no later than 7 days before the start of the Event.

"Promoter Area" means a designated part of the Gdynia-Kosakowo Airport and adjacent plots owned by the Promoter, including the Festival Area and parking lots, internal access roads, pedestrian communication routes and technical facilities.

For important reasons, the location of the Festival Area may be changed before the Event, and Promoter will provide information about the change to the public on the website www.opener.pl no later than 7 days before the start of the Event.

"Zones" means individual zones in the Festival Area or the Promoter Area, including: (I) Mass Event Zone, (II) Campsite Zone, (III) VIP Zone, (IV) Food and Sales Zones, (VI) Technical and Social Facilities Zone, access to which depends on the possession of the appropriate Technical ID or the purchase of the appropriate type of Ticket and issuance of the appropriate ID accordingly;

"Security Service" means persons appointed by The Promoter entered on the list of qualified physical security staff referred to in art. 26 of the Act of August 22, 1997 on the protection of persons and property (Journal of Laws of 2020, item 838), 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 Festival Area, including the control of Participants' rights to enter the Festival Area. Members of Security Service possess ID badges placed in a visible place, containing: the name of the issuer, identification number and a photo, validity period, stamp and signature of the issuer. Security Services operate in the Festival Area, which is the Mass Event Zone.

"Information Service" means persons under the authority of the safety manager who act during the Event for safety and public order in the Mass Event Zone and in the rest of the Promoter Area, in particular by informing them about the adopted organizational solutions. Information Service members possess ID badges placed in a visible place, containing: the name of the issuer, identification number and a photo, validity period, stamp and signature of the issuer.

"Security Staff" means persons entered on the list of qualified security guards or qualified technical security staff, performing tasks in the scope of protection for the benefit of an entrepreneur who has obtained a business license of personal and property protection services, whose services the Promoter uses. Security Staff operate in the Festival Area zones, which are not a Mass Event Area and in the rest of the Promoter Area, 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, to the extent not requiring appearance on those lists, in favour of entrepreneur who obtained business license of personal and property protection services, whose services the Promoter uses.

"Promoter's Representative" means a person identifying herself/himself with the Technical ID named Promoter, authorized to make decisions on behalf of the Promoter.

"Event Participant" means a person taking part in the Event on the basis of an ID issued with the return of the Ticket. A minor, who on the day of entering the Event Area is 16 years old (a person born before 1st July 2007 and on that date) may participate in it independently. Event Participant may be also a minor, who on the day of entering the Event Area is under 16 years of age (a person born after 1st July 2007), under supervision of an adult person and on sole responsibility of an adult person who looks after the minor (legal guardian or a person authorized by him), 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 (a person born after 1st July 2020). Carer's of the children under 3 years of age and the minor over 16 years of age are required to have a document confirming the age of the child / minor at the entrance to the Festival Area or the selected Zone. Lack of a document is tantamount to the need to purchase a ticket for a child or refusal to enter without a guardian.

II. SALE OF TICKETS:

6. Tickets are sold only in authorized points: www.altersklep.pl and www.eBilet.pl websites and Promoter's box offices. Tickets may be sold solely at face value. The list of authorized points of sale is available on www.opener.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. Ticket may be immediately canceled in the event of resale, attempted resale, attempted to copy the Ticket, or taking other actions referred to in this section, without the right to a refund for its purchase.
8. Promoter 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. Only the original Ticket, purchased in accordance with the provisions of these Terms and Conditions, shall be exchanged for the ID. Ticket purchased with breaching the 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 lead to the refusal exchange the Ticket for an ID and access to the Event. The Promoter informs that the unique barcode on each Ticket entitles you to exchange the Ticket for an ID only during the first scan. The Promoter warns that in case that a Ticket is made available (in any form) to the third party, such Ticket may be used by that person, which may result in the situation when the Ticket purchaser will be refused the exchange of a Ticket to an ID and in effect the admission to the Event.
10. The persons with disabilities who want to participate in Event with their supporting person are obliged to purchase Ticket for each person individually.
11. Children who on the day of admission to the Event are not 3 years of age yet (a person born after 1st July 2020) do not have to have a ticket for the Event. Children who on the day of Ticket to ID exchange are 3 years old, but are not 12 years old yet (a person born after 1st July 2011), can take the advantage of a 50% discount. Exemption from the necessity to purchase a Ticket and the possibility of using the 50% discount for children (3 - 12 years old) must be documented by presenting any **document confirming the child's age** at the entrance to the Event. If the document confirming the child's age is not presented, an additional payment to the Ticket shall be made in the amount of the difference between the value of the Ticket and the value of the Ticket with a discount, according to the price list valid on the day of purchase, or purchase a Ticket.

III. ADMISSION TO FESTIVAL AREA AND ZONES:

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 the ID. Each next admission to Festival Area is granted to Participants carrying an undamaged ID fixed permanently on their wrists.

If Participant of Event is a minor up to 16 years of age, he or she may participate in the Event only under the care of an adult - a legal guardian or a person authorized in writing by a legal guardian, who when entering the Event for the first time will provide a declaration of responsibility for a minor according to the template developed by the Promoter at the information desk. An adult person may be a carrier of a maximum of 5 minor persons participating in the Event.

13. Regardless of the fulfillment of the above conditions specified in point 12, the Promoter may refuse entry to the Festival Area, and in particular is obliged to refuse entry to the Mass Event Zone in accordance with the provisions of the Act on the safety of mass events:
- 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) person carrying weapon or other dangerous objects, explosives, pyrotechnic materials, flammables, alcoholic drinks, psychoactive agents or psychotropic substances.
 - e) persons acting violently, provocatively or in any other way, which might threaten safety and public order.

The evaluation of objects and classifying them as dangerous belongs to:

- the Security Service – at the Festival Area, which is a mass event area, according to item 30 of the Terms and Conditions
- the Security Staff – in the rest of the Event Arena and Promoter Area.

14. The Promoter may refuse admission to the Event and the right to remain there to the following:
- a) persons without ID,
 - 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,

Promoter has planned deposit, paid 30 PLN per item. Deposit will be obligatory for persons, who will carry items considered in Terms and Conditions as prohibited.

15. Admission to specific Zones is granted to persons carrying an appropriate ID. Lack of an ID may result in refusal to enter a given Zone.

IV. ORDER AND ORGANIZATIONAL REGULATIONS BINDING AT THE EVENT:

16. The Promoter 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 event start day or time if necessary,
 - f) in connection with the prevailing epidemic situation by applying additional epidemic restrictions.
17. Event Participants and any other persons staying in the Festival Area or Promoter Area are obliged to comply with the orders of Security Service and Information Service, including the security manager or Security Staff and Promoter's Representatives, depending on the place where they are they are located. 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 in the 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 or Promoter Area. Event Participants and any other persons staying in the Festival Area are obliged to use sanitary facilities only for their intended purpose.

19. Event Participants as well as any other persons who are in the Festival Area or in specific Zones are obliged to wear valid ID or Technical ID. The lack of the ID or the possession of a broken or damaged ID, as well as ID not fastened on the hand is tantamount to expel such person from the Festival Area or a specific zone. In case of breaking or damaging the ID (in the Festival Area or specific Zone), Event Participant is obliged to immediately report to the security manager at the entrance gate at the Festival Area or the appropriate Zone along with the damaged ID, in order to replace the ID with a new one. Only IDs damaged in the Festival Area or in the Zone are subject to exchange. Leaving the Festival Area with damaged or removed ID without notifying the security manager is tantamount to quitting the Event with no re-admission.
20. If Participant notifies Promoter beforehand on the need to remove ID after leaving Festival Area on a given day and prior to re-entering Festival Area on the following day (e.g. due to the work performed by Participant), only the same Participant shall be entitled to re-enter Festival Area and to obtain a new ID upon returning the previous ID and having the Participant's identity verified by Promoter. 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 show a non-damaged ID on the wrist and an identification document. The new ID is collected by the Participant at the same point where the application was made. The above procedure is related to the payment of a handling fee by the Participant, which amounts to PLN 5 each time. This procedure does not apply to identifiers removed by themselves without prior notification.
21. In the Festival Area and the Promoter's Area, it is prohibited:
- 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 a racial, national, religious, social or sexual basis;
 - c) displaying banners not previously approved by the Promoter;
 - d) throwing objects;
 - e) make fire, and smoke tobacco in places where it is unacceptable;
 - f) fulfill physiological needs outside toilets;
 - g) cluttering;
 - h) blocking exits and escape routes;
 - i) bring dogs and other animals, with the exception of guide dogs;
 - j) bring in, possess and use unmanned aerial vehicles, drones and other airborne objects;
 - k) bring and use skateboards, longboards, single track vehicles, rollers, roller skates and any other similar equipment.

Moreover, at the Festival Area it is prohibited 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. Pictures 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 in drinks and food, except for 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 Promoter 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 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 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 front of the commission.
- b) In order to ensure the safety of persons and property in zones that do not constitute Mass Event Zone and in the other Promoter Area, to the extent justifying the accomplishment of this objective, Promoter is entitled to record the course of the Event in zones that do not constitute Mass Event Zone and in the other Promoter Area, and in particular the behavior of people with the use of devices recording images and sound.
- 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 Promoter'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 anonymisation of these data.
 - point b) above, personal data are processed in order to ensure the safety of persons and property in zones that do not constitute a mass event area and in the other Promoter 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 Zones that do not constitute a mass event area and in the other Promoter 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 and Information Service, carrying ID badges placed where they are visible, are entitled, under the provisions of Mass Events Safety Act to:

- a) verify whether persons have the right to participate in the zones constituting the Mass Event, and in case of finding that they do not - call them on to leave Festival Area;
- 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 bring in or carry objects described in points 13 d), 14 d) or point 21 of the Terms and Conditions,

- d) give safety orders to persons disturbing the peace or acting against the Terms and Conditions of mass events, and in case their orders are not carried out - call them on to leave Festival Area;
- e) apprehend persons directly threatening the life and health of other persons as well as the protected property, in order to hand them over to the Police immediately.

In addition, Security Services, with an identifier placed in a visible place, are entitled to use in cases defined in article 11, of the Act of 24 May, 2013 on the means of physical coercion and firearms (Journal of Laws 2019, item 2418), coercive means defined in article 12, paragraph 1.

Members of Security Staff are entitled to all rights under the Protection of Persons and Property Act, including the right to:

- a) determine the right to stay in the Festival Area or in the Zones and verify people in order to establish their identity;
- b) call persons for leave the Festival Area or the Zones in case of finding that they are not allowed to be in the Festival Area or in the specific Zone or that they disturb the order;
- c) catch within the Festival Area, Promoter Area or outside its borders persons who obviously pose a direct threat to human life or health, as well as protected property, in order to promptly hand over these persons to the Police;
- d) use of coercive means within the limits of the provisions of the Protection of Persons and Property Act and the provisions of the Act of 24th May 2013 on means of physical coercion and firearms (Journal of Laws 2019, item 2418).

24. Security Service is obliged to remove from the Mass Event Zone persons who disrupt public order or behave inconsistently with the Terms and Conditions. To the extent permitted by the Act on the protection of persons and property, the same rights are granted to Security Staff in the Festival Area and in the Promoter Area.

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

- handheld metal detectors;
- tickets, wristbands and invitations samples;
- 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:

- verifying whether the person has a valid Ticket and, after its exchange, an ID;
- verifying whether the person has a valid Technical ID;
- comparing the presented document with the sample;
- checking if the person has an identity document;
- verification of the Participant's age by checking the identity document.

27. In case any objects which it is forbidden to bring in and possess at Event are found in the inspected bags or clothes, a member of Security Service or Information Service may refuse the person in whose belongings such objects have been found the admission to Event or expels the person from the area in which the Event is taking place. To the extent permitted by the Protection of Persons and Property Act the same entitlements are available to the Security Staff members.

28. In case of finding in the contents of the checked luggage or clothing of a person who wants to enter the Festival Area or who stay in the Festival Area, weapons or other dangerous items, alcoholic beverages, explosives, pyrotechnics and fire hazardous substances, as well as narcotic and psychotropic substances, a member of the

Security Service, Information Services 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 Promoter's authorisation, as well as to perform any promotional or advertising activity in the Festival Area and in the rest of Promoter Area.

30. The Promoter establishes the following Zones of Festival Area:

- Mass Event Zone;
- VIP Zone;
- Food and Sales Zones;

VIP Zone as well as Food and Sales Zones are separate and closed catering and commercial Areas where alcohol is sold/served. These zones are not part of the Mass Event Area and only in these zones you can consume alcohol purchased or served there.

31. Promoter provides fire safety by ensuring that:

- a) service staff, Security and Information Service, Security Staff and Promoter must know the location of basic firefighting equipment and fire hydrants as well as the rules 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. In the course of Event, the Promoter and Event Participants, contractors and people working in the preparation and implementation of the Event, as well as any other persons staying in the Festival Area or its Zones are obliged to abide by the provisions of Education in Sobriety and Alcoholism Prevention Act. Alcohol that is sold or served in catering zones and in the VIP area can only be consumed in these zones.

V. RIGHTS AND DUTIES OF EVENT PARTICIPANTS:

33. Promoter reports that due to a considerable number of Participants, the necessity to exchange Tickets for IDs and the necessary control and safety means used at the entrance to the Event, Participants are obliged to arrive in the Festival Area in an appropriate, no less than 2-hour advance.

34. Promoter reports that Event Participant as well as any other persons staying in the Festival Area or in the rest of Promoter Area, will be continuously exposed to loud sound, which may cause hearing damage. During Event, stroboscopic lights and pyrotechnics will be used.

35. The Promoter also records the proceedings of Event for documentation purposes as well as promotion and advertising of Event and events in the following years, the Promoter and sponsors.

36. The Participant of the Event acknowledges that participation in the Event may be associated with the risk of infection with the SARS-CoV-2 virus, in particular in the event of failure to comply with the rules of conduct established by the Promoter, applicable regulations, guidelines or recommendations of relevant government administration bodies, and exempts the Promoter from any liability in this respect.

37. Due to the state of the epidemic threat regulations in force on the day of the Event, the Promoter reserves the right to refuse entry to persons who do not comply with the order to cover their mouth and nose with a mask.

VI. SPECIAL PROVISIONS CONCERNING EPIDEMIC SAFETY

38. In connection with the announcement of the state of epidemic threat in the territory of the Republic of Poland, the Promoter informs:

In order to prevent the spread of the SARS-CoV-2 virus, in accordance with the applicable regulations, Event Participants may be required to use personal protective equipment on the Event Venue, specified in the currently applicable regulations, guidelines or recommendations, as well as to comply with the currently applicable prohibitions and limitations. The Event Participant is obliged to read the currently applicable regulations, guidelines or recommendations. The Promoter has the right to refuse admission to the Event and to remove Event Participants from the Event Venue who do not comply with the applicable rules of procedure, without the right to make complaints or other claims.

VII. 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 Regulations 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 www.alterart.pl 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. If the rescheduling of the Event is directly related to the negative effects of COVID-19 the Event Participant may choose one of the described options by clicking on the appropriate link in the e-mail received. 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 at least 60 days before the new date of the Event, it is assumed that the Event Participant has decided to keep the purchased Ticket and take part in the Event on the new date. This means that after the expiry of the deadline specified in the preceding sentence, the Participant may not 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 the distribution of Tickets, including the limited number of Tickets available for the Event.

VIII. COMPLAINTS:

46. Any complaints may be submitted to the following correspondence address of The Promoter, within 21 days from the closing date of Event:
ALTER ART FESTIVAL SP. Z O.O.
ul. Kazimierzowska 14,
02-589 Warszawa.
47. 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.
48. The Promoter recognizes the complaints filled according to the point 46 and 47 here above and responses within 21 days since the day the complaint was delivered to the Promoter.
49. Exhausting the complaint is voluntary and is not 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 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.
51. 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.
52. For the purposes of these Regulations, "Force Majeure" means any event beyond the control of the Promoter, including random event, war, uprising, riots, riots, acts of terrorism, fire, explosion, flood, theft of essential equipment, intentional damage, cyberattack, strike, lock-down, weather conditions, security for a third party, national defense requirements, acts and regulations of state or local government administration bodies. The Promoter will not be liable to the Event Participants for failure to perform any obligations under these Regulations to the extent that it will be caused by the occurrence of Force Majeure.

IX. PENAL PROVISIONS UNDER THE ACT AND CRIMINAL CODE:

53. 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.
54. 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.
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).

X. FINAL PROVISIONS:

56. All rights to the name and logo of Event are reserved for the Promoter. Official programs and Event-related merchandise will be sold exclusively at Festival Area or in the points of sale authorized by the Promoter.
57. The status of the sponsor of Event is granted exclusively by the Promoter.
58. The Terms and Conditions are available:
- at the festival website, i.e. www.opener.pl
 - at the Promoter's information points;
 - in the Promoter's box offices
 - at the entrances to the Festival Area and selected Zones.
59. Any correspondence to the Promoter must be sent to the address specified in point 46, in writing.
60. Security and Information Service, as well as Security Staff may issue their own safety and fire instructions in accordance with the provisions of the law in force.
61. In the matters not defined by Terms and Conditions, the provisions of The Mass Events Safety Act, and in the scope of Security Staff – provisions of the Act of 22 August 1997 on Protection of Persons and Property shall apply.
62. The Terms and Conditions come into force on October 28th, 2022
63. The Promoter has the right to amend these Regulations:
- 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 Regulations;
 - c) to adapt the Regulations to applicable law;
 - d) if the need to amend the Regulations resulted from circumstances beyond the control of the Promoter, which occurred after the announcement of the Regulations, and which the Promoter could not foresee earlier.

The Promoter informs about changes to the regulations on the Promoter's website, i.e. www.opener.pl.

Warsaw, October 28th, 2022