

## TERMS AND CONDITIONS OF THE CAMP SITE AT THE EVENT

Under the name: "KRAKÓW LIVE FESTIVAL 2019"

Kraków, Museum of Aviation - Airport , 16-17.08.2019

### I. GENERAL PROVISIONS

1. The Terms and Conditions are issued by the promoter of event under the name "Kraków Live Festival", which will take place on 16-17.08.2019 with Camp site working from 16-17.08.2019 in Kraków - Museum of Aviation - 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 Warsaw District Court under KRS number 227624 (hereinafter referred to as "Promoter").

2. The Terms and Conditions are intended for all persons who will be staying in the Camp Site Area during its operating hours determined in point 1 of these terms and Conditions. Every person staying in this area in the course of Event is obliged to abide by the provisions of these Terms and Conditions.

3. The aim of The Terms and Conditions is to ensure the safety of participants staying at the Camp site area by defining the rules of behaviour of persons present at Camp site and of their use of the indicated part of the Camp site area as well as the use of the facilities situated in the Camp Site Area, and, furthermore, to regulate the rights and duties of the participants staying at the Camp site related to the purchase of the entrance tickets to Camp site.

4. The terms used in the Terms and Conditions hereunder shall have the following meaning:

"Ticket": an individual permit of admission to Camp site, which must be exchanged for a wristband (Wristband) when entering Camp site area for the first time.

"Wristband": a Wristband issued by Promoter at the entrance of Camp Site Area in exchange for Ticket; Wristband has the form of an wristband, of which the design is established by The Promoter, fixed permanently on the wrist; Wristband can be used by one person only; damaging or tearing off of Wristband makes it invalid; transfer of Wristbands is forbidden;

"Security Staff" mean the persons appointed by The Promoter, including the employees of a security agency, carrying ID badges, to ensure the safety of persons staying at the Camp site Area as well as to control the rights of Participants to enter Camp site area. The Security Staff members possess ID badges placed where they are visible, containing: the name of the issuer, identification number and photograph, expiry date, the stamp and signature of the issuer;

"Camp site area": a designated part of Museum of Aviation – Airport in Krakow, where camp site is located or any other place to which camp site may be moved to for important reasons and which will be announced to the public before Event

"Event Participant ": a person entering the Camp site on the basis of Wristband issued in exchange for Ticket. Event Participant may be a minor up to 15 years of age (under supervision of an adult person) after purchasing Tickets for both the minor and the adult; purchasing the tickets does not concern a minor under 3 years of age. Minors over 15 years of age may enter the Camp site area without adult supervision. Parents and guardians are obliged to possess a document confirming the first and last name and the age of the child. A child up to 3<sup>rd</sup> year of age on the day of entering the Camp site area does not need a ticket, only a document confirming child's age. Lack of such document equals to the necessity of purchasing a ticket for a child or a refusal of admission to the Camp site area.

## II. ADMISSION TO THE CAMP SITE:

5. The admission to Camp Site area is granted to all who possess an identification document and Ticket which, at the first entrance into Camp Site area, will be exchanged to Wristband. Each next admission to Camp Site area is granted to Participants carrying an undamaged Wristband fixed permanently on their wrists on the following days:

- for Participants, who purchased a 2 day ticket with camp site: from 16.08.2019 from 8:00 AM until 18.08.2019 until 2:00 PM;

- for Participants, who purchased a 1 day ticket with camp site surcharge: for the day it concerns from from 8:00 AM until the next day until 10:00 PM;

If Participant of Event is a minor up to 15 years of age, he/she can stay at the Camp site area only if supervised by an adult person who, on entering Event for the first time, will sign the declaration of taking responsibility for the minor, provided by Promoter at the information desk.

6. Irrespective of meeting the conditions stated above in point 5 herein, Promoter is obliged to refuse admission to Camp Site area to the following:

a) persons without Wristbands;

b) persons whose appearance makes their identification impossible;

c) persons who do not have identification documents.

d) persons who refuse to undergo the activities described in point 13 –a), c) of this Terms and Conditions.

e) persons under the visible influence of alcohol, intoxicants, psychotropic drugs or any other agents with similar effect;

f) persons carrying weapons or other dangerous objects, explosives, pyrotechnic materials, flammables, alcoholic drinks with alcohol content over 4,5% (except for beer), psychoactive agents or substances.

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

g) persons acting violently, provocatively or in any other way which might threaten safety and order of Event;

## III. ORDER AND ORGANIZATIONAL REGULATIONS BINDING IN THE CAMP SITE AREA:

7. The Promoter ensures safety of the persons present at Camp Site area as well as the order in the course of its opening hours described in the point 1 of this Terms and Conditions by, among others:

a) providing Security Staff with distinctive elements of clothing;

b) providing medical assistance in the medical point open 24h/7 and sanitary facilities;

d) changing the Camper Site area to another if the need arises.

8. Promoter also provides additional facilities for the Participants entitled to enter the Camp Site area, located near the Camp Site area:

- Car park unguarded, supervised for cars with maximum total weight not exceeding 3,5 tone (fee for each time arrival at the car park PLN 30 per car);

- deposit at the entrance to the Camp Site area (fee for each time use equals to PLN 20).

9. Event Participants and any other persons staying at Camp Site area are obliged to comply with the orders of Security Staff, including the security manager. The refusal to comply with these orders may result from the fact that they are in contradiction with the generally binding law.

10. Event Participants and any other persons staying at Camp Site area are obliged to behave in a way which does not threaten safety of other persons staying at the Camp Site area 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 the Camp Site area, etc. Participants are obliged to use sanitary facilities only for their intended purpose.

11. Event Participants as well as any other persons who are at Camp Site area are obliged to wear valid Wristbands on their wrists. 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 Camp Site area. In case of breaking or damaging the wristband (at event venue), Event Participant is obliged to report to the Security Staff Manager at the camper Site area exit gate with the damaged wristband immediately to replace the damaged wristband with a new one. Only the Wristband damaged inside Camp Site area, and not outside it, is subject to replacement. Leaving the Camp Site area with damaged or removed Wristband without notifying the Security Staff Manager is tantamount to quitting the Event and staying at the Camp Site area with no re-admission.

12. At the Camper Site area it is prohibited to:

- a) light fires;
- b) using open fire in the tents;
- c) pitching tents for more than 4 persons;
- d) using gas bottles;
- e) bring in and using of solid or liquid fuel stoves
- f) have barbecues outside marked areas;
- g) connecting with the electrical network in places other than determined to this purpose;
- h) alter the surrounding greenery in any way,
- i) devastate Camp Site area facilities;
- j) disturb the peace in the camping area;
- k) litter the Camp Site area;
- l) bring in alcohol beverages with alcohol content exceeding 4,5% (except for the beer) and drugs;
- m) bring in animals except for guide dogs;
- n) bring in, possess as well as using at the Camper Site area and its near area any drones;
- o) drive in and park cars, campers, camping trailers and any other vehicles except for the vehicles entitled to such activity.

13. Security Staff carrying ID badges placed where they are visible, are entitled, under the provisions of Act, to:

- a) verify the right to stay at the Camp Site area, and in case of having no such rights- call to leave the Camp Site area;

b) inspect the contents of vehicles, persons' bags and clothes in case of suspicion that these persons bring in or carry forbidden objects described in these Terms and Conditions;

c) give safety orders to persons disturbing the peace or acting against the Terms and Conditions of Camp Site area Terms and Conditions, and in case their orders are not carried out - call them on to leave the Camp Site area;

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 24 May 2013 on means of physical coercion and firearms (Journal of Laws 2013, item 628);

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.

14. Security Staff members are obliged to expel from Camper Site area all persons whose behaviour disturbs public order or violates Terms and Conditions.

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

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

16. A member of Security Staff verifies if a person is entitled to stay at the Camp Site area by verifying whether the person has a valid Ticket and, after its exchange, a Wristband.

17. In case any objects which it is forbidden to bring in and possess at Event are found in the inspected vehicles, bags or clothes, a member of Security Staff refuses the person on whom such objects have been found the admission to Camp Site Area or expels the person from the Camp Site Area.

18. In case any weapons or other dangerous objects, alcohol, explosives, pyrotechnic materials, flammable materials, intoxicants and psychotropic drugs are found in the inspected vehicles, bags or clothes, a member of Security Staff apprehends the person in whose inspected vehicles or 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.

19. 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 Camp Site area without the Promoter's authorisation.

20. Promoter provides fire safety to the persons staying at the camp Site area by ensuring that:

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

21. In the course of the open hours of the Camp Site area, the Promoter and Event Participants, as well as any other persons staying in its venue are obliged to abide by the provisions of Education in Sobriety and Alcoholism Prevention Act.

#### IV. COMPLAINTS:

22. 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.

23. Complaints shall contain name, surname and correspondence address of a person filing a complaint, as well as the cause of complaint and the demand content.

24. The Promoter reviews complaints filed in accordance with point 22 and 23 above within 21 days from handling the containing registered letter to the Promoter.

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

26. 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.

27. 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.

#### VIII. FINAL PROVISIONS:

28. Ni The Terms and Conditions are available:

- at the [www.opener.pl](http://www.opener.pl) website.
- at the entrance to the camper Site area;

29. Any correspondence to the Promoter must be sent to the address specified in point 22, in writing.

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

31. In the matters not defined by Terms and Conditions, the provisions of Act shall apply.

32. The Terms and Conditions come into force on May 7, 2019.

33. 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. Promoter informs of the changes in the Terms and Conditions on the festival website, that is [www.livefestival.pl](http://www.livefestival.pl)