TERMS AND CONDITIONS OF EVENT
'ORANGE WARSAW FESTIVAL'
HORSERACING SITE, WARSZAWA - SŁUŻEWIEC, 13-14.08.2027

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 2023, item 616 (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 2021 item 1995 (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 the event under the name 'Orange Warsaw Festival,' which shall be held on 13-14.08.2027 in Warsaw, horse-racing site, Służewiec Racetrack, 266 Puławska street, (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 '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" 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 23 and 24 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 the 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.

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

"Promoter Area" means a designated part of the Służewiec Horse Racing Tracks owned by the Promoter, 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 Promoter's Area may be changed before the Event, and the Promoter will provide information about the change to the public on the website 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 Promoter will provide information about the change to the public on the website www.orangewarsawfestival.pl no later than 7 days before the start of the Event.

"Zones" means individual areas in the Festival Area or the Promoter's Area, including: (I) Mass Event Zone, (II) VIP Zone, (III) Food and Sales Zone, (IV) Technical and Social Facilities Zone, 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 ID accordingly. The Technical and Social Facilities Zone is the area of the Mass Event in accordance with the Act on the Safety of Mass Events, but without access for Event Participants;

"Security Service" means persons appointed by the Promoter, under the authority of the safety manager, 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 2021, item 1995 with subsequent amendments), 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 ID badges 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 Zone.

"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 Zone and in the rest of the Promoter's Area, 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 Promoter. Security Staff operate in the Festival Areas, which do not constitute 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 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 Promoter.

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

“Event Participant” a person taking part in Event on the basis of ID issued in exchange for Ticket. A minor, who on the day of entering the Festival Area is 15 years old (a person born before 14.08.2012 and on that date) , 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 (a person born after 14.08.2012), 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 (a person born after 14.08.2024). 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 Zone. 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 guardian.

II. SALE OF TICKETS:

6. Tickets are sold only in authorized points: websites www.eBilet.pl, www.fantix.pl and Promoter's box offices. The list of authorized points of sale is available on www.orangewarsawfestival.pl website. There is a purchase limit of four (4) Tickets per person. If more than four (4) Tickets are purchased by one person, all Tickets will be cancelled.

   A Ticket constitutes a document entitling its holder to participate in the Event for which it has been issued. The purchase of a Ticket signifies acceptance of all regulations governing participation in the Event. A single Ticket entitles entry to one person only, unless explicitly stated otherwise on the Ticket. Tickets are subject to verification upon entry to the Event and may also be checked by the Promoter or persons authorized by the Promoter during the Event, in accordance with the provisions of these Terms and Conditions. The exchange of a Ticket for an ID Wristband and admission to the Event will be possible only upon presentation of the Ticket containing a legible QR code, barcode and numerical code. If a Ticket entitles entry to more than one person, all such persons must exchange the Ticket for individual ID Wristbands together with the Ticket holder.

7. Various types of Tickets authorizing participation in the Event are available for purchase, differing in terms of their validity period:
   a) Two-Day Pass (August 13, 2027 – August 14, 2027) – authorizing entry to the Festival Area on two days: Friday, August 13, 2027, and Saturday, August 14, 2027, during the opening hours of the Festival Area for Event Participants;
   b) One-Day Tickets – authorizing entry to the Festival Area on one selected day of the Event only:
   - One-Day, 13.08.2027– the Festival Area will be open to Event Participants from 3:00 p.m. on August 13, 2027, until 2:30 a.m. on August 14, 2027;
   - One-Day, 14.08.2027 – the Festival Area will be open to Event Participants from 3:00 p.m. on August 14, 2027, until 2:30 a.m. on August 15, 2027.

8. Exchange of a One-Day Ticket for a Two-Day Pass is possible only if the Event Participant first purchases a Two-Day Pass and then submits a request for a refund of the originally purchased One-Day Ticket. The relevant request must be sent within no more than 3 days from the date of purchase of the Two-Day Pass to: bilety@alterart.pl. In such a case, the Event Participant will be entitled to a refund equal to the face value of the One-Day Ticket, excluding the service fee. Requests submitted after the above-mentioned deadline will not be considered. The refund will be processed within 14 days from the date on which the request is approved and will be issued using the same payment method that was used to purchase the One-Day Ticket.

9. The Festival Area will be available to Event Participants during the following hours:
   - Friday, 13.08.2027– from 3:00 p.m. on August 13, 2027, until 2:30 a.m. on August 14, 2027;
   - Saturday, 14.08.2027– from 3:00 p.m. on August 14, 2027, until 2:30 a.m. on August 15, 2027.

10. The Promoter informs, that according to Art. 38 (12) of the Act on the Consumer Rights of 13 May 2014 (Journal of Laws 2023, item 2759 with subsequent amendments) there is no possibility to return a Ticket.

11. 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.

12. Promoter reports that under the article 133 of May 20, 1971 of the Penal Code Code (Journal of Laws of 2023 item 2119 with subsequent amendments): '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.

13. 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, invalid or inauthentic 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.

14. 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 wheelchaired 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). If the degree of disability is not specified in the certificate or in the identification card of a Participant with a disability, this entitlement shall apply exclusively to Participants with disabilities who, according to a certificate issued by District Disability Determination Service, valid during the Festival, require constant or long-term care or assistance from another person due to a significantly limited ability to live independently or require the constant daily involvement of a carer in the process of their treatment, rehabilitation, and education. Verification of permissions takes place only at the Priority Service Point. In the absence of the above-mentioned documents or their inconsistency, the Ticket entitles to admission to the Event Participant with a disability.

    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 ID after the verification of the degree of disability based on the above-mentioned documents.

15. Children who on the day of entering the Festival Area will be under 3 years of age are exempt from purchasing a Ticket (children born after 14.08.2024). Children who on the day of exchanging the Ticket to the ID are 3 years of age but are not over 10 years of age (a person born after 14.08.2017) 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 3-10 shall be supported by a valid document **confirming the child's age** at the Ticket exchange point to ID. 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 FESTIVAL AREA AND ZONES:

16. The admission to Festival Area is granted to all who possess a valid Ticket, which, at the first entrance into Festival Area, will be exchanged to ID. Each next admission to Festival Area is granted to Participants carrying an undamaged ID fixed permanently on their wrists.

If Event Participant is a minor under 15 years of age, the minor can participate in the Event only under supervision of an adult person – a legal guardian or a person authorized by the legal guardian. Guardians of minors under the age of 13 are required to provide the event staff with a declaration of responsibility for the minor, according to the form prepared by the Promoter, upon entering the Event. An adult may supervise a maximum of five minors participating in the Event.

17. Irrespective of meeting the conditions stated above in point 16, the Promoter 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 7, subparagraph 2 of the act of 9 June 2022 on the support and rehabilitation of minors (Journal of Laws 2022, item 1700 with subsequent amendments). This also applies to persons, against whom a national or international stadium ban has been issued, within the meaning of the Act,
b) persons who refuse to undergo the activities described in point 27 – a) -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, glass containers,
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.

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 33 of these Regulations

- Security Staff - on the rest of the Festival Area or Promoter Area

18. The Promoter may refuse admission to the Event and the right to remain in Festival Area 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 document or refuse to present it.

The Promoter has provided a deposit, payable PLN 40 for each item left. The deposit will also be obligatory for people whose security finds items that are not allowed in the regulations.

19. 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 IN FESTIVAL AREA

20. 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 date and hour of the Event, shall the need arise;
    f) application of additional epidemic restrictions in the event of an epidemic threat or state of epidemic. The Event Participant will be obliged to comply with the introduced restrictions.

21. Event Participants and any other persons staying at Festival Area or Promoter's Area are obliged to comply with the orders of Security Service and Information Service, including the security manager, Security Staff or Promoter'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 biding law.

22. 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.

23. Event Participants as well as any other persons who are at Festival Area or designated Zones are obliged to wear valid ID or Technical ID. The lack of ID or the possession of a broken or damaged ID or the one not fastened on the hand is tantamount to expel such person from Festival Area. In case of breaking or damaging the ID (at Festival Area or specific Zone), Event Participant is obliged to report to the security manager at the Festival Area exit gate with the damaged ID immediately to replace the damaged ID with a new one. Only the ID damaged inside Festival Area, and not outside it, is subject to replacement. Leaving the Festival Area with damaged or removed ID without notifying the Security Manager is tantamount to quitting the Event with no re-admission.

24. 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 occupation performed by Participant, etc.), 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 produce a non-damaged ID on their wrist and an identification document. Participant shall collect the new ID in the point where the notification was made. The described procedure entails the Participant bearing the handling fee in the amount of PLN 15 per each ID change. The above procedure shall not apply to ID removed by Participants without prior notice to Promoter.

25. On the Festival Area and Promoter's Area it is forbidden to:

    a) bring alcohol (except for beer with an alcohol content up 3,5%, purchased within the Promoter's Area);
    b) bring intoxicants, narcotic drugs or psychotropic substances;
    c) bring weapons, explosive materials, pyrotechnic materials;
    d) take actions aimed at interrupting or disrupting the course of the Event;
    e) use offensive, vulgar vocabulary, proclaiming and displaying slogans with vulgar and racist content, and inciting conflicts, in particular on the grounds of race, nationality, religion, social or sex;

f) display flags or banners that have not been preapproved by the Promoter, particularly those of a political or religious nature,
g) throw objects;
h) make fire or smoke tobacco in places where it is not allowed;
i) take care of physiological needs outside toilets;
j) drop litter;
k) block exits and escape routes;
l) bring dogs and other animals, with the exception of guide dogs;
m) bring, possess and use unmanned aerial vehicles, drones and other airborne objects;
n) bring and use skateboards, longboards, two-wheeled vehicles, rollers, roller skates and any other similar equipment;
o) bring and use laser pens;
p) conduct advertising and promotional activities without the Promoter's consent;
q) conduct any commercial or other gainful activity, as well as fundraising, without the Promoter's consent.

Moreover, at the Festival Area it is forbidden to:

a) bring plastic, glass, or metal containers or cans (except for empty, soft water bladders);
b) bring metal gadgets or any other items that may pose a threat to the safety of other participants;
c) 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;
d) bring backpacks, suitcases and bags over 20 liters;
e) bring drinks and food, with the exception of people whose health condition requires a specialized diet confirmed by a medical certificate;
f) bring and possess medicines, with the exception of medicines in original packaging, available without a prescription and whose possession is confirmed by an appropriate medical certificate;
g) bring umbrellas with a sharp point;
h) bring walkie-talkies or two-way radios, as well as any devices that may interfere with radio communication;
i) bring power banks larger than A6 size;
j) bring computers, laptops, or digital reading devices;
k) bring items or devices that may interfere with or disrupt the Event, including noise-producing devices such as air whistles, bells, megaphones, horns, trumpets;
l) bring illuminated gadgets larger than 16 x 10 x 26 cm, weighing more than 250 g, made of hard materials, or featuring sharp edges or protruding elements that may pose a safety risk.

26. 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 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 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 30 days 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 Zones that do not constitute the Mass Event Zone and in the other Promoter's Area, to the extent justifying the implementation of this goal, the Promoter 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 Promoter'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 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 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 26., 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.

27. Security Service and Information Services, holding an ID badges 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 17 d), 18 d) or in point 25 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 (Journal of Laws 2024, item 383 with subsequent amendments), measures of direct coercion referred to in art. 12 sec. 1 of this act;

Members of 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 Area, the Promoter Area 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 (Journal of Laws of 2024, item 383 with subsequent amendments).

28. Security Services are obliged to remove from the Mass Event Zone people 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 vested in the Security Staff at the Festival Area and at the Promoter Area.

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

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

30. 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, a ID,
- verifying whether the person gas 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.

31. 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.

32. In case any weapons or other dangerous objects, alcohol, explosives, pyrotechnic materials, flammable materials, intoxicants and psychotropic drugs are found in the inspected bags or clothes, a member of Security Service, 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. The exception are medicines, the possession of which is confirmed by a relevant medical certificate.

33. Promoter establishes the following Zones constituting the Festival Area:

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

The VIP Zone and the Food and Sales Zones are separate and closed areas where alcohol is sold and / or served. They are not part of the Mass Event Zone and only in these areas you can consume alcohol purchased or served there.

34. Promoter provides fire safety by ensuring that:

    a) service staff, Security and Information Service, Security Staff and Promoter 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.

35. During the Event, the Promoter, 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 Zones, undertake to comply with the provisions of the Act on Upbringing in Sobriety and Counteracting Alcoholism. Alcohol that is sold or served in Food and Sales Zones and in the VIP Zone may only be consumed in these zones.

36. The Promoter informs that payment for goods and services purchased on the Festival Area will be possible exclusively in cashless form, using payment cards, including prepaid cards.

37. The Accessible Viewing Platform (hereinafter referred to as the "AVP") is primarily intended for persons with physical disabilities who use wheelchairs, as well as their Support Assistants, in accordance with point 39 below. The number of spaces on the AVP is limited, and Promoter reserves the right to deny entry once maximum capacity has been reached. If space is available, priority will then be given to persons with other mobility impairments, including temporary disabilities. Subsequently, access to the AVP may be granted to persons with certified disabilities affecting cognitive, communicative, or social functioning, including individuals on the autism spectrum, as well as to pregnant women, who may use the AVP independently and only when places are available.

38. To obtain access to the AVP, Participants must report to the Accessibility Desk (hereinafter referred to as the "AD"), where, upon presenting a valid disability certificate or medical statement, Promoter will verify eligibility and issue a wristband authorizing access to the AVP. Persons with disabilities must hold a valid Ticket.

39. Support Assistants are also entitled to access the AVP if their assistance is essential for the person with a disability and confirmed by an appropriate medical document. Verification of eligibility for Support Assistants takes place at the Accessibility Desk. A Support Assistant must hold a valid Ticket and may remain on the AVP only as an accompanying person providing assistance to the individual with a disability.

V. RIGHTS AND DUTIES OF EVENT PARTICIPANTS:

40. 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 at the Festival Area in an appropriate, no less than 2-hour advance.

41. Promoter 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. It is recommended to use ear protection, especially for children. During Event, stroboscopic lights and pyrotechnics will be used.

42. The Promoter 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 Promoter and sponsors.

43. 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.

VI. CANCELLATION, CHANGE OF DATE AND/OR LOCATION OF THE EVENT:

44. Decisions on canceling an Event, changing the date and/or location of the Event or refunding the amounts paid by Event Participants in connection with the purchase of Tickets, i.e. the price and service fee (hereinafter collectively the "Amount due"), are made by the Promoter, on the terms set out in these Terms and Conditions and based on current law.

45. If the Event is canceled, date and/or location is changed, the Promoter will inform the Event Participants who have purchased Tickets for the Event of this fact by e-mail sent to the addresses provided in connection with the purchase of Tickets, on the Promoter's website and on social media.

46. 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.

47. If the date and/or location 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 and/or location, or to cancel the Ticket and receive a refund of the amount paid. The Promoter will inform the Event Participant about the method of choosing one of the described options in an e-mail sent to the address provided in connection with the purchase of the Ticket, on the Promoter’s website and in social media. If the Event Participant chooses to resign from the Ticket and return the amount paid, the refund period runs from the date the Event Participant submits the declaration of resignation from the Ticket. Tickets purchased at stationary points of sale remain valid, without the need to contact the point of purchase of the Ticket.

48. If, due to the change of the date and/or location of the Event, the Event Participant decides to keep the purchased Ticket and take part in the Event on the new date and/or location, the Ticket remains valid, regardless of possible changes in the prices of Tickets for the Event on the new date and/or location.

49. If, in connection with the change of the date and/or location 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 Event, 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.

50. If, in the event of changing the date and/or location of the Event, the Event Participant does not choose any of the options provided for in the previous points within the period specified by the Promoter, it is assumed that the

Participant has decided to keep the purchased Ticket and participate in the Event on the new date and/or location. This means that after the expiry of the period indicated in the previous sentence, the Event Participant may no longer resign from the purchased Ticket and receive a refund of the amount paid. This solution is dictated by organizational considerations related to the organization of Ticket distribution, including the limited number of Tickets available for the Event. Information about the date for making a decision will be provided to the Event Participant together with information about the change of the date and/or location of the Event, in the manner specified in the points above.

VII. COMPLAINTS:

51. 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.

52. The complaint needs to include the name, surname, order number and mailing address of a person filing a complaint, as well as reason of a complaint and the content of the claims.

53. The Promoter recognizes the complaints filled according to the point 51 and 52 here above and responses within 14 days since the day the complaint was delivered to the Promoter.

54. Exhausting the complaint is voluntary and is not the condition of submitting claims.

55. 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.

56. 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.

57. 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.

VIII. PENAL PROVISIONS UNDER THE ACT AND CRIMINAL CODE:

58. 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.

59. 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.

60. Whoever, knowing that he / she is affected by an infectious disease, directly exposes another person to contracting such a disease, shall be subject to the penalty of deprivation of liberty for a term of between 3 months and 5 years. If the perpetrator of this act exposes many people to infection, he or she is subject to the penalty of deprivation of liberty for a term of between one and 10 years (Article 161 § 2 and § 3 of the Criminal Code, Journal of Laws of 2024 item 17 with subsequent amendments).

IX. FINAL PROVISIONS:

61. 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.

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

63. The Terms and Conditions are available:

- at the festival website, i.e. www.orangewarsawfestival.pl
- in the Promoter's information points;
- in the Promoter's box offices;
- at the entrance to the Festival Area and / or selected Zones.

64. Any correspondence to the Promoter must be sent to the address specified in point 51, in writing.

65. 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.

66. In matters not covered by the Terms and Conditions, the provisions of the Act on the safety of mass events and, in the scope of 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 (Journal of Laws 2023 item 616 with subsequent amendments, Journal of Laws of 2024, item 383 with subsequent amendments, Journal of Laws of 2023, item 1610 with subsequent amendments) shall apply.

67. The Terms and Conditions come into force on November 3rd, 2026.

68. 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.orangewarsawfestival.pl.

69. Services independently booked by the Event Participant from third parties in connection with the Event for which the Participant has purchased a Ticket, including but not limited to travel, hotel, and accommodation services, are arranged at the sole risk of the Event Participant. Promoter shall not be liable to the Event Participant for the inability to use or access such services.

Warsaw, November 3rd, 2026.