

ORANGE WARSAW FESTIVAL

Horseracing Site, Warszawa - Służewiec, 7-8.06.2024

CAR PARK TERMS AND CONDITIONS

These Terms and Conditions were created due to the fact that Alter Art. Festival Sp. z o.o. with its registered office in Warsaw, at 14 Kazimierzowska Street is the promoter of the Event under the name **Orange Warsaw Festival**, which takes place on the Horse Racetrack Warsaw – Służewiec on **June 7th and 8th, 2024** and will make available a part of the Event area in form of car park to store the vehicles of the Event Participants under appropriate fee.

1. Lend and Lease Agreement

1.1. Agreement

On receiving a **Parking Ticket D (for persons with disabilities)** or receiving an adequate identification on the grounds of other authorization, a lend-lease agreement is established between Alter Art Festival Sp. z o.o. – the Lessor and the Event Participant – the Lessee on the conditions contained hereinafter. The agreement does not bind Lessor to supervise or to store the car of the Lessee. The lend-lease agreement of parking space expires automatically on exiting the parking by Lessee on the second day of the Event, or after the maximum period of time allowed to store the car on the car park passes. The Lessee accepts and gives consent to the conditions of this Lend-Lease agreement contained hereinafter. Only Event Participant with a valid ticket of admission to the Event may conclude a Lend-Lease agreement with the Lessor.

1.2. Car Park

The Car Park is an area within the Event area marked out by the Lessor, designated to park vehicles of the Event Participants. Admission to the car park is possible only upon presenting **Parking Ticket D (for persons with disabilities)** together with valid ticket for the Event or a festival wristband or valid Car Park Card and upon presenting a valid ticket for the Event in VIP category or an adequate festival wristband. The car Park is available only for the Event Participants with the rights mentioned hereabove, in the period from:

7.06.2024 from 2:00 p.m. until 9.06.2024 until 2:00 p.m. Entrance to the Car Park is possible in given time frames:

from 2:00 p.m. on 7.06.2024 until 3:00 a.m. on 8.06.2024.

from 2:00 p.m. on 8.06.2024 until 3:00 a.m. on 9.06.2024.

2. Parking fee, parking time, entrance and exit.

2.1. The parking fee for each occupied parking place is established in accordance with the current price list, available on the website www.altersklep.pl. Parking fee in case of purchasing ticket in VIP category is included in the ticket price for the Event and there is no need to buy additional Car Park Ticket.

2.2. **2-day Parking Ticket D** entitles to one time admission to the parking and exit on every day of the Event. After exiting the car park on the first day of the Event, another admission is possible on the next day from 2:00 p.m.

Parking Ticket D for June 7th entitles to one time admission to the Car Park: from 2:00 p.m. on 7.06.2024 until 3:00 a.m. on 8.06.2024 and exit from the Car Park until 2:00 p.m. on 8.06.2024.

Parking Ticket D for June 8th entitles to one time admission to the Car Park: from 2:00 p.m. on 8.06.2024 until 3:00 a.m. on 9.06.2024 and exit from the Car Park until 2:00 p.m. on 9.06.2024.

2.3. After entering the Car Park and choosing a parking spot in the area designated for this purpose, Parking Ticket shall be placed in a visible place behind the vehicle window.

2.4. Parking Ticket does not entitle to parking the vehicle in the VIP Car Park zone. This zone is designated only for persons with VIP category tickets for the Event, upon presenting an adequate identification provided at the Car Park entrance.

2.5. After the maximum parking time expires at 2:00 p.m. on 9.06.2024, the Lessor is entitled to remove the vehicle at the expense of the Lessee.

3. The liability of the Lessor

3.1. The Lessor shall not be liable for the vehicles, car equipment or items left in vehicles or in the parking area.

3.2. The Lessor shall only be liable for damages done as wilful misconduct of Lessor's employees or representatives. Lessee shall report such damages to Lessor immediately. Visible damage shall be reported in any occurrence prior to leaving the parking. Lessor shall not be responsible for damage done by other Lessees or third parties.

4. The liability of the Lessee.

The Lessee shall be responsible for all culpable damage to Lessor or any third party, done by Lessee or any persons accompanying Lessee. Lessee shall also be held responsible for littering the parking. Lessee shall report such damage to Lessor immediately without prior call, before leaving the parking at the latest.

5. Lien interest

On the basis of the claims resulting from this lend-lease agreement, Lessor has the right to keep the property and statutory lien interest on any parked vehicle belonging to Lessee.

6. Provisions on parking use

6.1. Vehicles shall be parked only in marked parking places and not in spaces marked as reserved with information signs or not intended for parking places. If the Lessee does not comply with this obligation, the Lessor is entitled, at Lessor's discretion, to tow the vehicle away at the expense of Lessee or to

charge a fee for occupying parking space in a way that does not comply with the Terms and Conditions. Lessor is entitled to block improperly parked cars by technical means.

6.2. Lessor may refuse entry to parking to vehicles that are also advertisement or promotion carriers, or are breaching the binding law.

6.3. Lessee is obliged to act correctly at road signs and other terms and conditions of parking and to follow the instructions of parking staff. In all other matters, the Law on Road Traffic shall apply.

6.4. It is forbidden to undertake any advertising, marketing or promotion in the parking area without prior consent of Lessor. Any persons breaching this prohibitions and their vehicles shall be removed from the parking.

6.5. Lessor establishes a prohibition on entry to the Parking for:

- a) Vehicles with camping trailers,
- b) Camper vehicles,
- c) Vehicles with a height exceeding 2,8 meters,
- d) Coaches,
- e) Buses.

6.6. The Lessor or persons authorised by the Lessor, have the right to search through the vehicle in order to exclude the presence of such dangerous items as explosives, pyrotechnical materials, weapon or intoxicating substances which are forbidden by the Event Terms and Conditions.

6.7. The Lessee is obliged to comply with the order commands of the Lessor or any persons authorised by the Lessor.

6.8. Sleeping in vehicles is prohibited. Any violations of this prohibition may result in immediate removal from the Parking

7. Safety provisions

7.1. The speed limit in the parking area is 10 km/h (6 mph).

7.2. It is forbidden to drink alcohol, smoke, use open fires and perform engine trials or run engines with no purpose.

7.3. It is forbidden to wilfully park cars with leaking gas tanks or engines.

7.4. It is forbidden to stay in the parking area save for parking purposes.

7.5. It is forbidden to repair or clean the interiors of vehicles, let out cooling water, fuel or oil in parking places, lanes, at the entrance and at the exit.

7.6. It is forbidden to wash cars in the parking space.

7.7 Due to the safety of the Event Participants, which in the light of the regulations is a mass event, it is forbidden to block the access roads that are also the access of emergency services. In justified cases, the Lessor or persons indicated by him may remove the vehicle posing a threat without the knowledge of the owner and the need to obtain a court authorization.

32. The Lessee acknowledges and agrees that in the event of a sudden threat, in particular related to the safety of the Event, the Lessor is entitled to change the parking place of the vehicle

8. In matters not regulated in these Terms and Conditions, the provisions of Civil Code and Traffic Code shall apply.

9. The Terms and Conditions come into force on February 20th, 2024.

Warsaw, February 20th, 2024.