

§1. Definitions:

The following capitalized terms shall have the following meaning in these Terms and Conditions:

Promoter - Alter Art Festival sp. z o. o., having its seat at Kazimierzowska 14, 02-589, Warsaw, Poland, entered in the register of companies by Warsaw District Court under KRS number 227624, with share capital fully paid up at PLN 50,000, under NIP (tax identification) number 586-214-15-57 entered into Polish National Business Registry under number (REGON) 220015184.

Price - constitutes the price of Product, placed by every Product in the Service. Prices are given in Polish zloty and include VAT (they are gross prices). The price of Product does not include the cost of its delivery to the place specified by Customer (see: Product Delivery Charge).

Consumer - means a natural person that enters with the Promoter into legal capacity, not directly related to the person's economic or professional activity.

Entrepreneur - means a natural person, legal person or an organizational unit mentioned in article 43 (1) of a Civil Code, who is the user of this Service.

Customer - means Consumer and Entrepreneur treated as a whole.

Service - means the unique website www.altersklep.pl, where Customer is entitled to purchase Products.

Product Delivery Charge - means the costs connected with delivering the Product ordered by Customer in Service.

Event - means an entertainment service, also open-air events, including concerts, festivals, music events or dance and music events, etc.

Product or Products - meaning products presented in the Service offered to purchase, such as accessories, gadgets, press and music publications, graphic works, clothes, calendars etc., most notably connected to particular Events or the Promoter's activity.

Supplier - means a courier company or Poczta Polska (Polish Post) which delivers Products to Customer by Promoter's order.

The Act - means the Act of May 30, 2014 on Consumer Rights (2014 Journal of Laws, 2014, item 827).

§2. General conditions:

The Service is intended for Customers, Consumers and Entrepreneurs who want to purchase Products.

Using the Service requires fulfilling the following, technical conditions:

- connection with the Internet network (wired or wireless),
- search engine enabling access to the Service content,
- accepting Cookies files in the search engine.

§3. Purchasing products:

The condition of purchasing Products is the correct registration in Service, that is, full and correct completion of personal questionnaire and acceptance of Terms and Conditions. The completion of the registration procedure entitles the user to purchase Products in Service. Registration procedure is completed only once. At registration, Customer sets up a login and a password, which are confidential and cannot be disclosed to any third parties. The Entrepreneur is responsible for any damages caused by disclosing the data by the Customer (Entrepreneur) to any third parties. Customers using the login

and the password may update their data given at registration. The Customer is obliged to provide his or her actual data in the Service. Subsequent purchases may be made in Service using the login and password.

The payment for Products purchased in Service may be made by means of the following:

- payment card;
- Masterpass;
- bank transfer.

Organizer has the right to add forms of payment, informing about it in Service.

In order to make a payment, Customer chooses the form of payment and click "[order product(s) and pay]" icons in Service. Card payment is made with the use of eCard, residing in Gdańsk, Arkońska 11 (80-387).

When choosing "payment card" as form of payment and "[order product(s) and pay]" clicking, Customer should complete the personal questionnaire spaces specifying Customer's payment card details (such as type of card, card number, expiry date). After [continue] button is pressed, the payment card is authorized and charged with the amount due for the purchase of Products.

Attention! Submitting wrong payment card data will result in the system rejecting the query. By completing the reservation, Customer consents that his/her payment card be charged by the system.

Caution! We wish to inform that the system has no influence over the moment of charging the card owner's account. We also inform that the use of other people's payment cards as a form of payment is a crime against property and is punishable by imprisonment under the Article 278, item 1 of the Penal Code.

In case the accounting currency of the payment card is not Polish currency, the amount charged might differ slightly from the price of the purchased product, due to converting of the currencies and exchange rate differences, in accordance with the regulations applied by the bank of a Customer making the payment.

When choosing "Masterpass" as form of payment and "[order ticket(s) and pay]" clicking, Customer is taken to a Masterpass website to register card and to create a wallet or make payment via previously registered Masterpass wallet.

Payments by transfer should be made to the following account:

Alter Art Festival sp. z o.o., address: Kazimierzowska 14, 02-589 Warsaw, Poland

BNP Paribas Bank Polska S.A.

SWIFT CODE: PPABPLPKXXX

account number: PL23 1750 0009 0000 0000 1090 0638.

On the transfer order, the title of payment should be described in the following way: "order number, Customer's first name and surname".

Attention! In case of payments by transfer into Promoter's account, the payment should be made within 3 working days from the moment of placing the order. Missing this deadline results in canceling the order. However, a new order can be placed in accordance with general rules.

Costs of delivery of Products by Delivery Services are presented in Service.

Placing an order by Customer in Service is tantamount to concluding a sales agreement. The sales agreement is concluded as soon as Customer confirms their order in Service. The order will be completed on condition that Organizer has the goods in stock. In case of unavailability of some goods included in the order the Customer is informed about the state of the order and makes a decision about its completion (partial completion, delay of delivery, annulment of the whole order).

The completion of an order takes 7 days from the moment of entering the payment in the Promoter's bank account in case of the payment by bank transfer or payment card.

The Promoter is liable for defects in Products acquired in Service within the provisions detailed in Articles 556 and Articles 556(1)-556(3) of the Act of 23 April 1964. The Civil Code (Journal of Laws issue 16, pos. 92 with amendments).

Promoter reserves the right to conduct additional verification of Customer's data, e.g. by telephone call.

Promoter reserves the right to refuse to complete the orders:

- a) placed on an incorrectly completed order form,
- b) after a failed attempt to confirm the order,
- c) placed with a violation of these Terms and Conditions.

Promoter delivers to Customer the ordered Product with a sales document, including VAT invoice when required by Customer. VAT invoice is issued on condition that the Customer gives correct data required while placing the order.

§4. Consumer's right to withdraw from the contract:

As Consumers, you are entitled to withdraw from this contract (return the ordered Product) within 14 (fourteen) days without giving any reason to. The period to withdraw from the contract (return the ordered Product) expires after 14 (fourteen days) from the day You, or a third party other than the shipping company and designed by You, entered into possession of the item (Product). To use the right to withdraw from the contract, You have to notify Promoter - Alter Art Festival sp. z o.o., Kazimierzowska 14, 02-589 Warsaw, phone no: (+ 48 22) 646 46 60, fax: (+48 22) 848 61 15, e-mail address: shop@alterart.pl of the decision to withdraw from the contract as a clearly intended statement (e.g. a written request sent by mail, fax or e-mail). To make use of the withdrawal from the contract deadline, it suffices that you send information on using your right to withdraw from the contract within the said deadline. In case of Your withdrawal from the contract, Promoter returns to you all the payments received from You, including item shipping cost (excluding additional costs resulting from You choosing shipping method other than the most economic, usual method offered by Promoter), immediately, and in any case, no later than 14 days from the date of Promoter receiving information on your decision to use the right to withdraw from the contract. Payment return will be made with the same method that you used in the primary transaction, unless you gave explicit consent to use another method; in any way, you bear no cost of the return. Promoter may wait with returning the payment until receiving the goods back or obtaining a proof of Product return, whichever occurs earlier. Please send the Product to the Promoter address provided in this item immediately, and, in any case, no later than 14 days from the date of you informing Promoter on withdrawal from the contract. The period is kept if You send the product within the 14-day deadline. You will have to bear the direct cost of returning the Product. You are responsible for the decrease of Product in value, resulting from using the Product otherwise than necessary to determine the nature, features and functioning of Product.

In accordance with Article 38, items 9 and 10 of the Act, Consumer is not entitled to withdrawal from the contract (returning the ordered Product) if: the contract is concluded for audio or visual recordings or computer programmes delivered in a sealed package, should the package be opened after delivery, the contract is concluded for journals, periodicals or magazines.

§5. Personal Data Protection:

The administrator of Customer's personal data is Promoter - Alter Art Festival Sp. z o.o., with registered office at Kazimierzowska 14 st., 02-589 Warsaw. Personal data are processed in order to complete orders in the Service and in order to send marketing and commercial information. The legal basis to processing personal data is its indispensability in performing the Products sell-purchase agreement or undertaking actions at Customer's demand before concluding this agreement and in case of sending marketing and commercial information, a legally justified interest of the Promoter based on processing personal data for direct marketing purposes.

Customer may agree to receiving marketing and commercial information from the Promoter, including the means of electronic communication. Agreeing to receiving the marketing and commercial information from the Promoter is not a condition for completion of the order. Such agreement is provided by the Customer throughout marking an adequate options on the order form.

Customer has the right to demand from the Promoter the access to his or her personal data, its correction, removal or limitation of processing, the right to appeal against processing and the right to transfer the data, as well as the right to appeal to the supervising body, access the personal data given and to correct it, and also to demand that the data be removed.

§6. Customers' rights and obligations

Customer is obliged to:

- a) use Service according to law regulations, the provisions of Terms and Conditions and decency,
- b) give true personal data and payment information,
- c) not to use Service to place false orders or perform any other forbidden acts.

The Promoter has the right to refuse order completion in case Customer breaches the provisions of Terms and Conditions.

Promoter warns that appropriate law enforcement bodies will be informed about acts having features of an offence by the Act (hacking, fraud), which does not exclude the civil suit for damages.

Customer has the right to contact the Promoter in writing, sent to the following address: Alter Art Festival sp. z o. o, Kazimierzowska 14, 02-589 Warsaw, by phone by calling +48 (022) 646 46 60, by fax: +48 (022) 848 61 15 or via e-mail to shop@alterart.pl.

Consumer has the right to file a complaint via e-mail to shop@alterart.pl or in writing, sent to the address given in Item 1 above. In order to facilitate the complaint procedure, the "Complaint" postscript should be added to the correspondence. Such postscript is not, however, a condition of claim recognition. Complaints can be filed without delay after recognizing the circumstances justifying the complaint. If possible, the Customer should provide Promoter with all information and documents concerning the complaint which may be helpful in its investigation. Promoter should investigate the complaint without delay, no later than within 30 days after it was delivered. Promoter informs the Customer of the manner of settling the claim via letter or via electronic message, in dependence on the manner of filing the complaint a first place.

Entrepreneur is entitled to file a written complaint in a registered letter, sent to the address given in item 1 above. Complaints can be filed without delay after recognizing the circumstances justifying the

complaint. If possible, the Customer (Entrepreneur) should provide Promoter with all information and documents concerning the complaint which may be helpful in its investigation. Promoter should investigate the complaint within 60 days.

§7. Final Provisions:

The Terms and Conditions are available at Service's transactional websites.

Promoter reserves the right to amend the Terms and Conditions. Amendments to Terms and Conditions are announced at Service's transactional websites.

Consumer is obliged to comply with Terms and Conditions accepted upon purchase of Products.

Warsaw, 24 May, 2018

Promoter