

## **AlterSklep: ticket purchase terms & conditions.**

### **§1. Definitions:**

The following capitalized terms shall have the following meaning in this 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.

**Price** – means the price of Electronic Ticket submitted on the Website. Prices are given in Polish zloty and include VAT (they are gross prices).

**Consumer** – means a natural person that is a user of the Service and enters with the Promoter into legal capacity, not directly related to the person's economic or professional activity.

**Entrepreneur** – means a natural person, legal entity or an organizational unit specified in art. 43(1) of the Polish Civil Code, that is the user of the Service.

**Customer** – means Consumer and Entrepreneur treated as a whole.

**Service** – means the unique website [www.altersklep.pl](http://www.altersklep.pl), where Customer is entitled to purchase Electronic Ticket outside the physical points of sales.

**Order Number** – means the unique number given by Service while ordering Electronic Ticket.

**Electronic Ticket (Ticket)** – means the Ticket generated in the Service computer system, entitling its owner to enter Event after printing out the Ticket and after fulfilling the conditions of these Terms and Conditions and the Terms and Conditions of individual Events. Electronic Ticket is not physically delivered to the Customer by the Promoter. Customer shall print the Electronic Ticket available in the Service.

**Event** – means entertainment services, including open-air events, concerts, festivals, music shows or music and dance shows, etc.

**The Act** – means the 30 May 2014 Act on consumer rights (Journal of Laws 2014, Item 827).

**Amount due** – amount that the Customer should finally pay after successful Ticket purchase. Amount consists of the price of the Ticket, Service Fee and optional invoice delivery costs depending on the option selected by the Customer.

**Service Fee** – the fee charged for using of the System at Service in the amount of 3% of value of the ordered Tickets.

**Settlement Agent** – means eCard S. A. with its registered office in Gdańsk (80-387 Gdańsk), at 11 Arkońska Street, the administrator of the eCard system, by means of which the Customer can make a payment with a payment card on the Website.

### **§2. General conditions:**

1. The Service is intended for Consumers and Entrepreneurs who want to purchase Electronic Tickets for Events organized by Promoter via Internet. Persons who want to purchase a Ticket for the Event as a traditional document, payable on receipt with cash, debit/credit card should visit the nearest stationary points of sales.
2. Using the Service requires fulfilling the following technical requirements:
  - internet connection (wired or wireless),
  - a web browser that allows access to the content of the Website; it is recommended to use the latest version of the browser,
  - accepting Cookies files in the search engine.

3. When ordering Electronic Tickets and making payments for them, the Customer is obliged to exercise due diligence. Entering incorrect data, e.g. the transfer amount, order ID or payment code, or payer's data that prevent the Customer from being identified, may result in the refusal to post the payment and the cancellation of the order.
4. It is forbidden to use bots or other automated ICT tools that enable the purchase of Tickets without the interference of the Customer. We reserve the right to cancel Tickets purchased using any unauthorized tools.
5. Purchasing Tickets for artistic, entertainment or sports events for the purpose of resale at a profit or selling them at a profit is illegal and constitutes a violation of Art. 133 of the Code of Petty Offenses. In addition, the Organizer may prohibit the resale or transfer of Tickets for individual Events.
6. It is forbidden to resell Tickets at auctions, auctions or conducted in any other way indicating the commercial nature of such resale. It is forbidden to publicly offer the transfer of ownership of Tickets, including as prizes in contests, lotteries, bonus sales or any other promotion, even if it is free of charge. The Electronic Ticket may not be combined with any hotel, travel or accommodation services and / or any other goods, products or services for the purpose of creating a package without the express written consent of the Organizer. The Ticket may be immediately canceled in the event of resale, attempted resale, attempt to copy the Ticket, and taking other actions referred to in this section, without the right to a refund.
7. The Ticket entitles you to participate in the Event at the location indicated in its content. In case of a major reason, in particular technical or production, the Organizer is entitled to change the originally announced location both before and during the Event.
8. Maps containing the audience plan available on the Website are for reference only.
9. During the sale, the pool of Tickets may be increased (additional Tickets may be added) or decreased. Therefore, the Organizer recommends customers to familiarize themselves with the current offer.

### **§3. Electronic Ticket Purchase:**

1. The condition of purchasing Electronic Ticket is a correct registration in the Service, that is full and correct completion of personal questionnaire and acceptance of the Terms and Conditions. The completion of the registration procedure entitles the Customer to purchase the Electronic Ticket. Registration procedure is completed only once. At registration, the Customer receives a login and a password, which are confidential. The Entrepreneur takes the responsibility for damages caused by revealing them (login and password) to other parties. All Customers may update their data given at registration, however they are obliged to provide the data that are actual. Subsequent purchases may be made in the Service using the login and the password.
2. In order to purchase the Electronic Ticket, the Customer chooses the form of payment by clicking "[order Ticket(s) and pay]" icon in the Service. A card payment is made with the use of eCard system under the regulations established by the administrator of the eCard company residing in Gdańsk, Arkońska 11 (80-387).
3. When choosing "payment card" as a form of payment and clicking "[order Ticket(s) and pay]" the Customer should complete the personal questionnaire specifying Customer's payment card details (such as type of card, card number, expiration date). After [continue] button is pressed, the payment card is authorized and charged with the amount due for the purchase. Accepted cards are: Visa, Visa Electron, Maestro, MasterCard and MasterCard Electronic. Attention! Submitting wrong payment card details will result in the system rejecting the transaction. By completing the reservation, Customer consents that his/her payment card be charged by the system.

Attention! 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 Article 278 par. 1 of the Polish Penal Code.

4. The Settlement Agent is responsible for the execution and security of payment card transactions carried out on the website of the Settlement Agent, in accordance with its regulations.
5. If the settlement currency of the payment card is not Polish, as a result of conversion and exchange rate differences between banks, the amount charged may differ from the price of the purchased goods in accordance with the regulations in force at the Customer's bank making the payment.
6. Payments via bank transfer should be made to the following account: Alter Art Festival sp.z o.o. address: ul. Kazimierzowska 14, 02-589 Warsaw in the bank: BNP Paribas Bank Polska S.A., account number: 23 1750 0009 0000 0000 1090 0638. The payment title should be indicated on the transfer order as follows: "Order ID, Customer's first name and surname". Attention! In the case of payment by bank transfer to the Organizer's account, the payment should be made in such a time that the funds are credited to the Organizer's account no later than 3 working days after placing the order. Failure to meet this deadline may result in the cancellation of the order. This does not exclude placing a new order on general terms.
7. In the event of cancellation of the order due to payment after the specified time, the Organizer will not be liable to the Customer for the Customer's inability to purchase Tickets at the original price selected by him, in particular if the price of Tickets for a given Event increases or only more expensive Tickets remain available.
8. The Organizer reserves the right to introduce quantitative restrictions when purchasing Tickets for specific Events using one account on the Website. This number is specified by the Organizer and is verified with each transaction. This policy is designed to eliminate unfair practices in the field of purchasing Tickets. The limitation on the maximum number of Tickets may apply to the Customer's account on the Website or per person. The above reservation cannot be circumvented by creating additional accounts by the same Customer. The organizer reserves the right to cancel Tickets purchased above this limit.
9. Tickets may be sold subject to specific admission or use restrictions, such as a minimum age for admission.
10. Depending on the Event, the Website may offer Tickets in various price categories, discount Tickets and special packages, such as 3 + 1 (i.e. buy four Tickets, pay for three).
11. Ticket prices may change during the sale.
12. The offer may also include Tickets for disabled people in wheelchairs. These places are selected by the Organizer based on the technical conditions in a given facility and on the provisions of fire protection.
13. VAT invoices are issued at the Customer's request after selecting the appropriate option in the Ticket ordering process. The invoice will be delivered to the Customer by e-mail on the terms and within the time limits resulting from the Act on Value Added Tax (VAT) to the e-mail address assigned to the Customer's account.

#### **§4. Downloading and printing the Electronic Ticket:**

1. The Customer may download and / or print the Electronic Ticket from the moment the payment is credited to the sales system (usually on the next business day after the payment is credited to the organizer's bank account, but no later than within 3 business days from the payment to the account) when paying by bank transfer or from the date of payment by credit card (usually within a few

minutes). The electronic Ticket will appear after logging in on the Website in the "my Tickets" tab and the Customer may download and / or print it.

2. If a printed Electronic Ticket is presented at the entrance to the Event, the barcode on the Electronic Ticket must be correctly and fully printed. In the event of a wrong printout, it should be re-printed. In the case of further unsuccessful attempts, please report the irregularities to the following address: sklep@alterart.pl
3. The Customer should keep the Tickets in a safe place. The Organizer is not responsible for lost or stolen Tickets.
4. The Organizer shall not be liable for the consequences of unauthorized duplication of the Electronic Ticket by the Customer or third parties to whom the Customer disclosed the received Ticket data (including a printout or electronic copy).
5. If the Customer wants to use the printed version of the Electronic Ticket, person should pay attention to weather conditions. Direct sunlight or water may damage your Ticket. The destruction of the Ticket may result in the inability to verify the code and, consequently, refusal to enter the Event.
6. The Customer has the right to verify the compliance of the Electronic Ticket with the content of the order placed by him. If the content of the Ticket is inconsistent with the order, the Customer is obliged to report it immediately to sklep@alterart.pl, as errors in the content of the Tickets may result in the refusal to enter the Event.

#### **§5. Entitlement to enter the Event on the basis of an Electronic Ticket:**

1. An Electronic Ticket is a document entitling you to participate in the Event for which it was issued. By purchasing a Ticket, you accept the terms and conditions of participation in the Event. A single Ticket entitles one person to enter, unless clearly stated otherwise. Depending on the type of the Event, the Electronic Ticket may be personal or bearer. A personal Ticket entitles to entry only the person whose name and surname was indicated in the process of purchasing the Ticket. The Ticket is subject to verification at the time of entry to the Event, it can also be verified by the Organizer or persons designated by him during its duration, based on the provisions of the Regulations of the Event.
2. Admission to the Event will be possible upon presentation of an Electronic Ticket with a legible barcode and code digits, at the Event entrance.
3. In the case of a personal Electronic Ticket, admission to the Event will be possible upon presentation of the Electronic Ticket with a legible barcode and code digits and a photo ID document confirming the identity of the Ticket holder at the entrance to the Event.
4. The Organizer informs that the unique code on each Electronic Ticket entitles you to enter the Event (in selected cases of exchanging the Electronic Ticket for an ID) only at the first scan. The Organizer warns that if the Electronic Ticket (in any form) is made available to a third party, the Ticket may be used by that person, which will result in the buyer of the Electronic Ticket being refused entry to the Event or exchange of the Electronic Ticket for an ID.
5. If the Electronic Ticket entitles more than one person to enter the Event, all interested persons are obliged to enter the Event simultaneously with the owner of the Electronic Ticket.

#### **§6. Tickets in the "FAN TIX" offer at the Open'er Festival:**

1. In case of Open'er Festival Event, the Organizer may enable an option of purchasing Tickets on special terms - Fan Tix Tickets, available on the website. These terms are described below:
2. Fan Tix Ticket is a personal four-day pass (entitling you to enter the Event on any day of its duration), or a personal four-day pass with campsite (additionally allowing the use of campsite).

3. Fan Tix Tickets are sold only in the form of Electronic Tickets.
4. Each Customer may purchase a maximum of 2 (two) Fan Tix Tickets.
5. The terms of the Fan Tix Tickets availability are announced on the Website.
6. Within the period specified on the Website, Fan Tix Tickets should be supplemented with personal data of persons who intend to use them. Fan Tix Tickets not supplemented with the aforementioned personal data within the period referred to above are automatically supplemented with personal data that was entered by the Customer during the registration process on the Website. In the case referred to in the preceding sentence, the person who has a Fan Tix Ticket supplemented with the personal data of the Customer who purchased the Fan Tix Ticket is obliged to simultaneously enter the Event with the Customer, whose personal data are included in the Ticket.
7. After the deadline referred to in sec. 5 above, the data with which the Fan Tix Ticket was supplemented cannot be changed.
8. After the deadline referred to in sec. 5 above, the Customer may request the Organizer to convert the Fan Tix Ticket acquired by him in accordance with the provisions of the Regulations into an Electronic Ticket in the form of a four-day pass or a four-day pass with a camping site, other than a personal Ticket.
9. The transformation referred to in para. 7 above is made after the Customer pays an additional fee to the Organizer. The amount of the additional payment depends on the moment of submitting the application referred to in sec. 7 above and is the difference between the Price of the Electronic Ticket into which the Fan Tix Ticket is to be converted, in force at the time of notification, increased by the Service Fee, and the Price of the Fan Tix Ticket paid by the Customer increased by the Service Fee.
10. The number of Tickets available in the Fan Tix offer is limited.
11. In the remaining scope, the provisions of the Regulations concerning standard Electronic Tickets shall apply to Fan Tix Tickets.

**§7. Tickets in the "EARLY BIRDS TICKETS" offer for selected Events:**

1. Early Bird Tickets are sold as electronic and traditional Tickets and these are not personal/named Tickets.
2. Each Customer is allowed to buy 4 (four) Early Bird Tickets maximum.
3. Early Bird Tickets' availability deadline will be announced in the Service.
4. The number of Early Bird and Fan Tix Tickets is limited.
5. In the remaining scope, all provisions of these Terms and Conditions concerning standard electronic Tickets shall apply to Early Bird and Fan Tix Tickets.

**§8. Other provisions:**

1. The Organizer informs that pursuant to Art. 38 point 12 of the Act, the Customer (including the Consumer) is not entitled to withdraw from the contract for the purchase of an Electronic Ticket ("The right to withdraw from a contract concluded outside the business premises or at a distance is not available to the consumer in relation to contracts for the provision of accommodation services, other than for residential purposes, transport of goods, car rental, catering, services related to leisure, entertainment, sports or cultural events, if the contract indicates the day or period of service provision "- art. 38 point 12 of the Act).
2. Decisions regarding the cancellation of the Event, refunds for its cancellation, replacement of the Ticket, refusal to enter the Event, ordering to leave the Event, changing the Event program, changing

the seat of the Ticket holder, are made by the Organizer on the terms specified in the regulations regarding the Event and based on current law.

**§9. Personal data protection:**

1. The administrator of Customer's personal data is the Organizer - Alter Art Festival Sp. z o.o. with headquarters in Warsaw (02-589), ul. Kazimierzowska 14. Personal data is processed in order to fulfill orders on the Website and to send advertising and commercial information. The legal basis for the processing of personal data is their necessity to perform the contract for the purchase of an Electronic Ticket or to take action at the request of the Customer before concluding this contract, and in the case of sending information of an advertising and commercial nature, the Organizer's legitimate interest in the processing of personal data for direct marketing purposes.
2. The Customer may consent to receive advertising and commercial information from the Organizer, including by means of electronic communication. Expressing consent is not a condition for the performance of the contract. This consent is given by the Customer by selecting the appropriate option on the order form.
3. The Customer has the right to request from the Organizer access to his personal data, rectification, deletion or limitation of processing, the right to object to the processing and the right to transfer data, as well as the right to lodge a complaint with the supervisory authority.

**§10. Customers' rights and obligations:**

1. The customer is obliged to:
  - a) use the Website in accordance with the law, the provisions of these Regulations and morality,
  - b) provide true personal data and payment details,
  - c) read the regulations of the Event for which the Ticket is purchased,
  - d) not to use the Website to make false bookings or orders or any other prohibited acts.
2. The Organizer has the right to refuse to sell an Electronic Ticket if the Customer violates the provisions of the Regulations.
3. The organizer stipulates that the relevant law enforcement authorities will be informed about actions that have the features of a prohibited act in accordance with the law (hacking, fraud, etc.), which does not exclude the possibility of seeking redress of the damage in civil proceedings.
4. Services independently ordered by the Customer from third parties in connection with the Event for which the Customer has purchased a Ticket, including tourist, hotel and accommodation services, are organized at the Customer's own risk. The organizer will not be liable to the customer for the inability to use these services.

**§11. Special provisions concerning epidemic safety:**

1. In connection with the announcement of the state of epidemic threat in the territory of the Republic of Poland, the Organizer informs:
  - a) In accordance with the applicable regulations and the "Guidelines for organizers of cultural and entertainment events during the SARS-CoV-2 virus epidemic in Poland" announced by the Ministry of Culture and National Heritage, the Ministry of Development and the Chief Sanitary Inspector, the Event may not be attended by persons who have symptoms indicating infection with the SARS-CoV-2 virus and people who are in quarantine or under epidemiological supervision. In the event of any of the circumstances mentioned in the preceding sentence at the Customer's place during the Event, the Customer is obliged to immediately inform the Organizer of this fact.

b) In order to prevent the spread of the SARS-CoV-2 virus, in accordance with applicable regulations, guidelines or recommendations of competent government administration bodies, Customers may be required to have personal protective equipment at the Event site, specified in the currently applicable regulations, guidelines or recommendations, and also to comply with the currently binding orders, prohibitions and restrictions. Information on the currently applicable rules of conduct will be available on the Event website, at least 7 days before the Event, and at the Event entrances. The customer is obliged to read the applicable rules of conduct. The Organizer has the right to refuse admission to the Event and to remove from the Event area Customers who do not comply with the applicable rules of procedure, without the right to make complaints and other claims.

c) Depending on the currently applicable regulations, guidelines or recommendations of competent government administration bodies, the condition for participation in the Event may be that the Customer submits a declaration that, to the best of his knowledge, he is not a person infected with SARS-CoV-2 and is not in quarantine or under epidemiological supervision. Such a declaration should also contain the name and surname and date of birth of the Customer as well as contact details enabling contact with the Customer after the end of the Event - address and telephone number. The form of the declaration is specified and made available by the Organizer.

d) The declaration specified in point c) shall be submitted by the Customer on the day of the Event, in the manner specified by the Organizer. The statement form template will be available on the Event website, at least 7 days before the Event.

e) Failure by the Customer to submit the statement specified in point c) will result in refusal to enter the Event, without the right to complain.

f) Customers' personal data contained in the declarations referred to in point c) may be made available to the relevant services performing epidemiological supervision in a given area.

g) The administrator of personal data contained in the declarations referred to in point 35.c. is Alter Art Festival Sp. z o.o. with headquarters in Warsaw at ul. Kazimierzowska 14, entered into the Register of Entrepreneurs by the District Court for the Capital City of Warszawy w Warszawie, XIII Commercial Division of the National Court Register under the number KRS: 227624, NIP: 586-21-41-557. Personal data is processed in order to prevent the spread of SARS-CoV-2 virus. Providing personal data is voluntary, with the proviso that refusal to provide personal data indicated in point c) and health data will result in refusal to enter the Event. The legal basis for the processing of personal data is their necessity to achieve the goals resulting from the legitimate interests of the administrator, consisting in preventing the spread of the SARS-CoV-2 virus.

h) Customers' personal data contained in the declarations referred to in point c) will be kept by the Organizer for a period of 2 weeks or for a longer period, if it proves necessary to achieve the goals resulting from the legitimate interests of the administrator, including for the purpose of pursuing claims or defense against claims.

i) The data subject has the right to request the administrator to access his personal data, rectify it, delete or limit processing, the right to object to the processing and the right to transfer data, as well as the right to lodge a complaint with the supervisory authority.

## **§12. Complaints. Final Provisions:**

1. Customer may contact the Promoter in writing, sent to the following address: Alter Art Festival sp. z o.o. ul. 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](mailto:shop@alterart.pl)

2. The Consumer has the right to file a complaint via e-mail to [shop@alterart.pl](mailto:shop@alterart.pl) or in writing, sent to the address given in section 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. The 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. The Promoter should complete the investigation of the complaint without delay, no later than within 30 days from its delivery. Depending on the way of the Complaint submission, the Customer will be informed about the exact way of the Complaint processing in writing or via email.
3. Entrepreneur has the right to file a complaint in writing, to the address given in Section 1 above. The complaint shall be made with register letter. 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. The Promoter should investigate the complaint without delay, no later than within 60 days.
4. For the purposes of these Regulations, "Force Majeure" means any event beyond the control of the Organizer, including random event, war, insurrection, 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 Organizer will not be liable to the Customer for failure to perform any obligations under these Regulations to the extent that it will be caused by the occurrence of Force Majeure.
5. Terms and Conditions of individual Events, as well as additional regulations of purchasing tickets for individual Events, are available in the Service and at the Promoter's website and may contain additional relevant information or procedural differences. In case of discrepancies between above mentioned documents, the regulation of the Event and regulations of tickets purchase for individual Events take precedence.
6. The Terms and Conditions are available at the Service's transactional websites.
7. The Promoter reserves the right to amend the Terms and Conditions. Amendments to Terms and Conditions are announced at Service's transactional websites. The Consumer is obliged to comply with Terms and Conditions accepted upon purchase of (placing an order on) the Electronic Ticket.

Warsaw, 14 May, 2021

Promoter