

**EVENT TERMS AND CONDITIONS**  
**TOGETHER WITH MASS EVENT REGULATIONS**  
**(Version effective as of December 10, 2025)**

**I. EVENT TERMS AND CONDITIONS**

1. These event terms and conditions (hereinafter referred to as the “**Terms and Conditions**”) apply to all artistic, cultural, and entertainment events (hereinafter referred to as the “**Event**”) organized by WINIARY BOOKINGS Spółka z ograniczoną odpowiedzialnością, with its registered office in Poznań (60-648), at ul. Piątkowska 125B lok. 2, entered into the Register of Entrepreneurs of the National Court Register (KRS) maintained by the District Court for Poznań – Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the National Court Register, under KRS number 0001050414, holding NIP (Tax ID) 7811964988 and REGON (National Business Registry Number) 369420414, with a share capital of PLN 50,000.00, e-mail address: biuro@winiarybookings.pl (hereinafter referred to as the “**Organizer**”), and applies to all persons participating in the Event or present at the Event site (hereinafter referred to as the “**Participants**”).

2. The Organizer shall ensure the proper conduct of the Event and its compliance with applicable laws and regulations.

3. Participants are obliged to follow the instructions and orders issued by the Organizer, security services, or information services, including in particular security personnel. A Participant may refuse to follow an instruction only due to its unlawful nature. Members of the security and information services shall wear identification badges in a visible place.

4. Equipment used for the Event, under the control of the Organizer, is manufactured and maintained at a standard that enables its proper and safe use in accordance with its intended purpose.

5. Participants are obliged to maintain public order and adhere to safety rules, in particular to respect the provisions of these Terms and Conditions as well as the provisions of criminal law and the Code of Petty Offences.

6. Only persons holding one of the following documents shall be admitted to participate in the Event:

- an original, unused, and valid entry ticket for the Event;
- a special pass or invitation issued by the Organizer or an authorized ticket seller;
- an ID card or identification badge previously received from the Organizer.

The Organizer reserves the right, immediately before the start of the Event, to exchange the documents authorizing participation in the Event for other items or markings, such as wristbands, badges, ID tags, or paper tickets, provided that this does not infringe upon the rights of the Participants. These items may vary depending on the type of document authorizing participation in the Event, including the type of ticket purchased.

7. Each Participant is obliged to carry a valid identity document containing their first and last name, a photograph, a serial number, and details of the issuing authority, such as an ID card, passport, driver's license, EU long-term resident card, school or student ID, or any other document that allows for the identification of the Participant.

8. Security, information, or protection services authorized by the Organizer have the right, upon entry to the Event site, to request that a Participant present an identity document in order to verify the data contained in the documents referred to in point 6 of the Terms and Conditions and to verify the Participant's age.

9. Unless otherwise provided for in separate provisions on the Event website, the ticket sales website, the Event Terms and Conditions, or the Event Venue Regulations, a minor under the age of 16 may participate in the Event only when accompanied by an adult, whereas a minor who has turned 16 by the day of the Event may participate in the Event with the written consent of a parent or legal guardian. The adult exercising care over a minor is obliged to:

- hold one of the documents authorizing participation in the Event referred to in point 6, first to third indents of the Terms and Conditions;
- exercise continuous supervision over the minor for the duration of the Event;
- carry a document confirming the identity of the child.

9a. With respect to individual events, the Organizer may change the rules of participation set out in point 9 above, in particular by introducing a prohibition on entry for persons below a certain age. Information regarding such restrictions shall be posted on the Event website, the ticket sales website, in the Event Terms and Conditions, or the Event Venue Regulations, and the Participant, by purchasing a ticket, declares that they have familiarized themselves with the applicable restrictions.

10. Participants are obliged to maintain order and safety within the Event site, in particular by adhering to the prohibition on bringing dangerous objects and substances onto the Event site and adjacent areas, including in particular:

- sharp objects and tools (such as: knives, glass, razor blades, razors, etc.);
- firearms and pneumatic weapons;
- metal objects, containers, and tools with metal tips (such as: hammers, chains, cutlery, cans, etc.);
- drugs, psychotropic substances, and intoxicants;
- tear gas;
- poisonous and corrosive substances;
- clubs or batons;
- one's own alcohol (except for alcohol purchased at the Event site);
- any objects whose possession or use during the Event poses an objective threat to the safety of Participants.

Additionally, the following are prohibited:

- bringing animals onto the Event site;
- damaging information boards, benches, any elements of small architecture, or the decor of the Event site;
- conducting any business activity (including trade or services) within the Event site without the Organizer's permission;
- entry to areas and rooms excluded from the public space of the Event, in particular: artist dressing rooms, backstage, the stage, and the Organizer's premises;
- crossing barriers or other markings separating Participants from the artists;
- throwing objects, pouring, or spraying substances;

- smoking tobacco products and e-cigarettes outside designated smoking areas.

11. The Organizer reserves the right to refuse the entry or use of cameras, video cameras, or any other type of audio-video recording equipment during the Event.

12. The Organizer or authorized services are entitled, among others, to:

- inspect tickets and other documents authorizing Participants to participate in the Event;
- refuse entry to the Event in the absence of valid authorization or order a person to leave the Event site in the event of a breach of any provision of the Terms and Conditions;
- inspect bags, luggage, backpacks, and outer clothing of Participants in case of reasonable suspicion that a Participant possesses or intends to bring an object specified in point 10 of the Terms and Conditions;
- issue warnings and orders to Participants disrupting the course of the Event or behaving contrary to the Terms and Conditions or applicable law, and in justified cases – order them to leave the Event site;
- detain persons posing an immediate threat to Participants or property owned by the Organizer or the entity managing the Event site for the purpose of immediate transfer to the relevant authorities.

13. Services authorized by the Organizer to ensure the safety and order of the Event are entitled to:

a) Refuse entry to the Event to:

- persons who, based on final court rulings, are subject to a ban on entering mass events and other cultural, entertainment, or sporting events, as well as persons required to refrain from participating in such events;
- persons who unreasonably refuse to undergo the procedures referred to in these Terms and Conditions;
- persons in possession of objects listed in point 10 of the Terms and Conditions;
- persons under the influence of alcohol, drugs, psychotropic substances, or other similar substances;

- aggressive persons or persons whose behavior shows disregard for public safety and order and who pose a threat to the proper course of the Event;
- persons who do not possess valid documents authorizing participation in the Event referred to in point 6 of the Terms and Conditions.

b) Expel from the Event site persons disrupting the proper course of the Event or behaving contrary to the Terms and Conditions or generally applicable law.

14. Security services or protection staff shall act within the limits of the law, adhering to the principle of proportionality and ensuring respect for legally protected human values.

15. Any violation by an Event Participant of the provisions of these Terms and Conditions and generally applicable law, in particular resulting from non-compliance with the rules of protection against the spread of the SARS-CoV-2 coronavirus, as a result of which the Organizer is held liable in any way, shall give rise to a recourse claim by the Organizer against the Participant whose act or omission led to the Organizer's liability, for the payment of an amount equivalent to the damage incurred

16. The Event Participant is liable for damages occurring during the Event caused by their own fault, as well as by the fault of a person under their care during that period.

17. The ticket entitles the holder to a one-time entry to the concert. Leaving the Event site results in the necessity of purchasing a new entry ticket.

18. The Organizer is responsible for ensuring fire safety within the scope imposed by the provisions of generally applicable law.

19. The Organizer undertakes to comply with the provisions of the Act of October 26, 1982, on Upbringing in Sobriety and Counteracting Alcoholism.

20. Persons present at the Event site may be exposed to hearing damage due to high sound intensity levels. Furthermore, during the Event, Participants may be within the range of strong lighting, including strobe lights. Pregnant women and persons suffering from epilepsy are at particular risk associated with the use of the aforementioned

technologies. By entering the Event, Participants acknowledge the above and participate at their own risk in this regard.

21. Due to the nature of the Event, less favorable weather conditions (such as rain, drizzle, mud, or low temperature) that do not significantly affect the reception of the Event do not entitle the Participant to bring any claims against the Organizer or to withdraw from the contract concluded with the Organizer. In particular, information sent via the Government Centre for Security (RCB) alert system does not, in itself, constitute a basis for claims or withdrawal from the contract.

22. The Organizer may introduce age restrictions for selected Events, about which information will be provided on the Event website. In exceptional, justified cases, particularly for technical or production reasons beyond the Organizer's control, the Organizer is entitled to:

- withdraw from the contract with the Participant;
- refund the price paid for the ticket;
- change the location of the originally booked seats/places within the Event. The above rights may be exercised both before and during the Event.

The aforementioned rights may be exercised both prior to and during the Event.

23. Refund or exchange of Tickets by Event Participants is possible only in the event of cancellation of the Event, a significant change of its date, or a significant change to the key characteristics of the Event, following a complaint procedure conducted by the Organizer, initiated in the manner specified in point 27. Refund or exchange of Tickets does not apply to situations where the Participant attended the changed Event using the Ticket. Refunds for Tickets shall be made in the same manner in which they were purchased. Performances preceding the main artistic, cultural, or entertainment event (so-called "support acts") are not considered a key characteristic of the Event.

24. The Organizer is not obliged to refund money for an unused ticket.

25. Any further distribution of Tickets for profit is prohibited. The Organizer prohibits any further offering of the transfer of ownership of Tickets, including as prizes in

competitions, lotteries, bonus sales, or other promotions, even if such transfer is to be free of charge.

26. The Organizer indicates that in the event of a violation of point 25 of the Terms and Conditions, a notification of a petty offence shall be filed pursuant to Article 133 of the Act of May 20, 1971 – the Code of Petty Offences, according to which: "Whoever acquires entrance tickets for artistic, entertainment, or sporting events for the purpose of resale at a profit, or whoever sells such tickets at a profit, shall be subject to the penalty of arrest, restriction of liberty, or a fine. Attempt, as well as instigation and aiding and abetting, are punishable".

27. The Organizer is liable to the Event Participants for the proper conduct of the Event. Complaints related to the Event, in particular regarding the circumstances specified in point 23 of the Terms and Conditions, should be submitted via:

- e-mail;
- in writing.

To the fullest extent permitted by law, the Organizer shall not be held liable for any disruptions to the Event caused by force majeure or the unlawful actions of third parties. The Organizer shall respond to a Participant's complaint within 14 days.

28. The Event venue may be covered by a camera system recording image and sound. Monitoring may be used to document the course of the Event, actions taken by Participants, and to ensure safety, as well as for advertising and promotional purposes. Event Participants hereby consent to the recording of their image during the Event for the purpose of its dissemination for documentation, reporting, advertising, and promotional purposes.

29. The personal data controller of the Event Participants within the meaning of the GDPR is **WINIARY BOOKINGS Spółka z ograniczoną odpowiedzialnością**, with its registered office in Poznań (60-648), at ul. Piątkowska 125B lok. 2, entered into the Register of Entrepreneurs of the National Court Register (KRS) under number 0001050414, holding NIP 7811964988 and REGON 369420414, share capital of PLN 50,000.00.

Personal data are processed for the purpose of protecting the vital interests of the data subject or of another natural person (basis: Art. 6(1)(d) in conjunction with Art. 9(2)(c) and (i) of the GDPR), performing a task carried out in the public interest (basis: Art. 6(1)(e) in conjunction with Art. 9(2)(g) and (i) of the GDPR), and for purposes resulting from the legitimate interests pursued by the controller (basis: Art. 6(1)(f) in conjunction with Art. 9(2)(g) and (i) of the GDPR). Other personal data are processed based on the voluntary consent of the Event Participants. Furthermore, processing is necessary for the performance of a contract to which the Participant is a party, or to take steps at the request of the Participant prior to entering into a contract. Data processing is also necessary to comply with a legal obligation incumbent on the Organizer and for purposes resulting from the legitimate interests pursued by the Organizer (basis: Art. 6(1)(a), (b), (c), and (f) of the GDPR).

Recipients of personal data may include: companies cooperating with the Organizer to organize the Event, the Organizer's commercial partners, companies providing IT support for the Organizer, public authorities to which there is an obligation to disclose data, and relevant sanitary-epidemiological services. The Organizer does not transfer Participants' data outside the EEA. Personal data will be stored for the period necessary for their processing, which includes the period of limitation for claims resulting from the contract.

30. The Participant has the right to:

- access their data and receive a copy thereof;
- rectify (correct) their data;
- erase their data (the "right to be forgotten");
- restrict the processing of their data;
- object to the processing of their data;
- data portability;
- lodge a complaint with a supervisory authority;
- withdraw consent for the processing of personal data.

Providing data by the Participant is voluntary. The data obtained by the Organizer is not used for profiling Participants or for automated decision-making.

31. Participation in the Event is equivalent to the Participant's declaration that they have read these Terms and Conditions and fully accept their provisions.

32. The Terms and Conditions are available at the Organizer's registered office, on the Organizer's website (<https://winiarybookings.pl/regulamin/>), and at the entrance to the Event site. The Organizer ensures that Participants have the opportunity to familiarize themselves with the Terms and Conditions both before the start of the Event via remote communication means and in physical form on-site.

33. The Organizer reserves the right to amend the Terms and Conditions for important reasons, in particular in the event of a change in generally applicable laws within the scope covered by the Terms and Conditions. Pursuant to Articles 417 et seq. of the Civil Code of April 23, 1964 (i.e., Journal of Laws 2020, item 1740, as amended), the Organizer shall not be held liable, among others, for damages caused by unlawful acts or omissions in the exercise of public authority, the issuance or failure to issue a normative act, a final court ruling, or a final decision.

34. In the event that the Event is sponsored by an external sponsor (hereinafter the "**Sponsor**"), it is reserved that the Sponsor shall not be held liable for any claims directed against the Organizer nor for claims related to the use of the Event Participants' image.

## **II. MASS EVENT REGULATIONS**

1. These Mass Event Regulations (hereinafter referred to as the "Mass Event Regulations") apply to mass events, including artistic, cultural, and entertainment events, that are governed by the provisions of the Polish Act of 20 March 2009 on the Safety of Mass Events (hereinafter referred to as the "Mass Event").

2. To the extent not regulated herein, the provisions of the Event Terms and Conditions shall apply accordingly to these Mass Event Regulations. The Terms and Conditions shall apply in particular with regard to the definitions established therein, the conditions for participation in the Event as a Mass Event, and the rules of conduct for Mass Event Participants.

3. Mass Event Participants are obliged to comply with the Terms and Conditions, the Mass Event Regulations, the relevant regulations of the venue (site) where the Mass Event takes place, and the provisions of the Act.

4. The organizer is responsible for the safety of the Mass Event at the place and for the duration thereof, by meeting requirements in the scope of:

- ensuring the safety of persons participating in the Mass Event;
- protecting public order;
- providing medical security;
- ensuring the proper technical condition of construction facilities, including the installations and technical equipment serving these facilities, in particular fire protection and sanitary equipment.

5. The Organizer shall provide:

- compliance with the requirements specified, in particular, in construction law, sanitary regulations, and fire protection regulations;
- the presence of security services, information services, and a safety manager (head of security) in charge of these services;
- medical assistance;
- hygienic and sanitary facilities;
- designation of evacuation routes and access roads for emergency service vehicles and the Police;
- conditions for organizing communication between the entities involved in securing the Mass Event;
- rescue and firefighting equipment, as well as extinguishing agents necessary for securing the Mass Event in terms of rescue and firefighting operations;
- designated rooms for the services managing the security of the Mass Event.

6. The Organizer shall prepare instructions for conduct in the event of a fire or other local threat at the place and for the duration of the Mass Event.

7. Mass Event Participants are obliged to conduct themselves in a manner that does not threaten the safety of other persons.

8. At a Mass Event, with the exception of high-risk mass events, the sale, service, and consumption of alcoholic beverages containing no more than 3.5% alcohol are permitted. The sale, service, and consumption of alcoholic beverages are possible only in places designated for this purpose by entities having an appropriate agreement with the Organizer and holding a permit as referred to in Article 18<sup>1</sup> Section 1 of the Act of October 26, 1982, on Upbringing in Sobriety and Counteracting Alcoholism. The sale of alcoholic beverages is permitted only in packaging that does not pose a threat to human life or health.

9. The Organizer is entitled to record the course of the Mass Event, and in particular the conduct of persons participating therein, by means of image and sound recording devices. Materials collected in this manner, which may constitute evidence allowing for the initiation of criminal proceedings or proceedings in cases of petty offences, or evidence that may be relevant to ongoing such proceedings, shall be immediately transferred by the Organizer to the district prosecutor competent for the place of the Mass Event or to the territorially competent district (city, regional) Police commander, if necessary with a motion to initiate criminal proceedings or a motion for punishment, or the Organizer shall personally notify of a crime or file a motion for punishment in cases of petty offences.

10. Members of the security and information services are properly identified and have completed the training required under the provisions of the Regulation of the Council of Ministers on the Requirements to Be Met by the Safety Manager, Security Services, and Information Services of 30 August 2011 (Journal of Laws No. 183, item 1087), as consolidated in the text of 20 June 2017 (Journal of Laws of 2017, item 1347).

11. Information services are obliged to:

- provide information regarding facilities and safety requirements specified by the Organizer or emergency services;
- provide information on the location of medical assistance points, catering points, and sanitary facilities;
- supervise the safe entry and exit of Mass Event Participants;

- prevent Mass Event Participants from accessing areas not intended for the public;
- respond immediately to incidents and threats and take necessary remedial actions, in particular by informing the security services;
- monitor all potential hazard areas and prevent excessive crowd density;
- ensure compliance with the provisions of the venue (site) regulations and the Mass Event Regulations;
- respond to complaints submitted by Mass Event Participants.

12. In the event of any disputes not regulated by these Mass Event Regulations, the decisions shall be made by the Organizer.