

## EVENT STATUTE under the name: "SKIN CONTACT KRAKÓW"

**EVENT LOCATION: Manor House in Tomaszowice, Krakowska 68 street, 32-085 Tomaszowice, 25-26.08.2024**

### I. GENERAL PROVISIONS:

1. The Regulation (hereinafter: "Regulation") has been published based on the provisions of the Act of March 20, 2009 on the safety of mass events, unified text of the Journal of Laws of 2023, item 616 (hereinafter: "act on the safety of mass events"), based on the Act of August 22, 1997 on the protection of persons and property, unified text of the Journal of Laws of 2021, item 1995 (hereinafter "act on the protection of persons and property") and based on the provisions of the Civil Code, unified text of the Journal of Laws of 2023, items 1610, 1615, 1890, 1933.
2. The Regulation is published by the Organizer of the event under the name: "Skin Contact Kraków", which will take place on 25-26.08.2024 in Tomaszowice, Manor House in Tomaszowice, Krakowska 68 street, (hereinafter: "Event"), through LUTOMSKI.WINO limited liability company based in Kraków at Św. Gertrudy 23/3 street, 31-048 Kraków, KRS 0000811287, REGON 384922035, NIP 5732915902, (hereinafter: "Organizer"). The first day (25.08.2024) is intended for the public, the second day (26.08.2024) is intended for representatives of the HoReCa industry.
3. The Regulation is addressed to all individuals who will be present on the Organizer's premises or at the Festival venue during the Event. Participants are obliged to comply with the provisions of the Regulation.
4. The purpose of the Regulation is to ensure the safety of persons and property as well as the safety of the Event by defining the rules of entry, behavior, and use of the Organizer's premises, Festival venue and infrastructure located on them, as well as defining the conditions of participation in the Event by regulating the rights and obligations of the Event's participants in connection with having a ticket for entry to the Event.
5. The terms used in the Regulation have the following meanings:
  - **Ticket** - an individual consent to participate in the Event; requires exchange for an Identifier before the first entry to the Festival venue.
  - **Identifier** - a wristband issued permanently on the hand by the Organizer, before the first entry to the Festival venue upon personal return of the Ticket; the pattern of the Identifier is determined by the Organizer, only one person may use the Identifier, subject to the provisions of point 18 of the Regulation; damaging or tearing the Identifier renders it invalid; transferring the Identifier is prohibited.
  - **Technical Identifier** - an identifier issued by the Organizer to individuals working on the preparation and/or implementation of the Event in accordance with the procedural Regulations for contractors and persons working on the preparation and implementation of the Event.
  - **Safety Manager** - a person appointed by the Organizer, representing him in ensuring the safety of the Event participants.
  - **Organizer's premises** - a designated portion of the Manor House in Tomaszowice area designated for the Organizer's use, including the Festival venue, parking lots, internal access roads, pedestrian communication paths, and technical facilities.
  - **Festival venue** - a designated area between the Main Entrance and the Zones that can only be accessed by persons with an Identifier or Technical Identifier.
  - **Zones** - individual zones on the Festival venue and Organizer's premises including (I) Mass Event Zone, (II) Gastronomic-sales Zone, (III) Music Zone, (IV) Technical-Social Backstage Zone, access to which is dependent on having an Identifier or Technical Identifier.

- **Order Services** - persons appointed by the Organizer, listed as qualified security personnel in accordance with Article 26 of the Act of August 22, 1997 on the protection of persons and property (Journal of Laws of 2021, item 1995), including employees of persons or property protection agencies, who carry an identifier placed in a visible place containing: the name of the issuer, identification number and photograph, validity period, seal, and signature of the issuer, to ensure the safety of Event participants and property within the limits permitted by law, including checking entry permissions to the Festival venue. Order Services operate on the Festival venue.
- **Information Services** - individuals subordinate to the Safety Manager acting during the Event for the safety and public order in the Mass Event Zone and on the rest of the Organizer's premises, 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 photograph, validity period, seal, and signature of the issuer.
- **Representative of the Organizer** - a person with a Technical Identifier named Representative of the Organizer, authorized to make decisions on behalf of the Organizer.
- **Event Participant** - an individual participating in the Event based on an Identifier. A minor who has reached the age of 18 on the day of exchanging the Ticket for the Identifier (person born before 25.08.2006 on that day) may participate independently. An Event participant can also be a minor who has not reached the age of 18 on the day of exchanging the Ticket for the Identifier (person born after 25.08.2006), under the supervision and sole responsibility of an adult, under the care of whom they remain (legal guardian or person authorized by them), after purchasing tickets for both the minor and the adult; the purchase of a ticket is not required for a minor who has not reached the age of 18 on the day of entry to the Event. Guardians of minors under 18 years of age are required to have a document confirming their age upon entry to the Festival venue. The lack of a document equals the necessity of purchasing a Ticket for the minor or refusal of entry without a guardian.

## II. TICKET SALES:

6. Tickets are sold exclusively on the website <https://www.eventim.pl/> and at the ticket offices of the Organizer. Tickets can only be sold at the price printed on the ticket.
7. Reselling of tickets on auctions, bids, or any other way indicating a profit motive is prohibited. Any public offering of transferring ownership of tickets, including as prizes in contests, lotteries, promotional sales, or any other promotions, even if it is free, is prohibited. The ticket may be immediately invalidated in case of resale, attempted resale, attempted copying of the ticket, and engaging in other actions specified in this section, without the right to a refund of the purchase price.
8. The Organizer informs that according to Article 133 of the Act of May 20, 1971, the Petty Offenses Code (Journal of Laws of 2023, item 2119): "Who acquires entrance tickets for artistic, entertainment or sports events for resale with a profit, or who sells such tickets with a profit, is subject to arrest, restriction of freedom or fine. Attempting, inciting, and aiding are punishable."
9. Only the original ticket purchased in accordance with the Regulations is subject to exchange for an Identifier. A ticket purchased in violation of the Regulations may be invalidated by the Organizer. The Organizer warns that buying tickets from outsiders carries the risk of purchasing a counterfeit ticket, which ultimately results in a refusal to exchange the ticket for an Identifier and admission to the Event. The Organizer informs that **the unique bar code on each ticket entitles to exchange the ticket for an Identifier only at the first scan.** The Organizer warns that in case the ticket is shared (in any form) with a third party, this person may use the ticket, which will result in the buyer of the ticket being refused exchange for an Identifier and admission to the Event.
- 9a. The Organizer reserves the right to refuse to exchange the ticket for an Identifier and admission to the Event in case false data/information is provided by the Participant participating in the event on the second day of the Event.

10. Minors who have not reached the age of 18 on the day of the Event (individuals born after 25.08.2006) are exempt from having a ticket. Exemption from purchasing a ticket must be documented by presenting any **document confirming the age of the minor at the entrance to the Event**. The lack of a document is equivalent to the need to purchase a ticket for the minor or refusal of entry without a guardian.

### **III. PARTICIPANTS ACCESS TO THE FESTIVAL AREA:**

11. Entry to the Festival Area is granted to individuals holding a valid ticket, which will be exchanged for an ID badge upon first entry to the Festival Area. Each entry to the Festival Area is only allowed to the Event Participant with an undamaged ID badge securely attached to their wrist. In the case of a minor under the age of 18 attending the Event, they can only participate under the supervision of an adult guardian or a person authorized in writing by the legal guardian, who will provide a declaration of responsibility for the minor at the information point upon first entry to the Event according to the form developed by the Organizer.
12. Regardless of meeting the above conditions specified in point 11, the Organizer reserves the right to refuse entry to the Festival Grounds, and is obligated, in accordance with the provisions of the Mass Events Safety Act, to refuse entry to the Festival Grounds to:
  - a) individuals against whom a court order has been issued prohibiting them from attending mass events or requiring them to refrain from being present at the venues of mass events, issued by the court against a convicted person in connection with a suspended sentence of imprisonment or against a minor under Article 7, point 2 of the Act of June 9, 2022, on supporting and resocializing juveniles (Journal of Laws of 2022, item 1700), as well as individuals subject to a foreign or club ban within the meaning of the Mass Events Safety Act,
  - b) individuals who refuse to undergo the activities specified in points 21 a) – c) of the Regulations,
  - c) individuals visibly under the influence of alcohol, drugs, psychotropic substances, or other similarly acting substances,
  - d) individuals possessing weapons or other dangerous objects, explosives, pyrotechnic products, fire hazardous materials, alcoholic beverages, drugs, psychotropic substances,
  - e) individuals behaving aggressively, provocatively, or in any other way posing a threat to the safety or public order. The assessment of items and their classification as dangerous belongs to the Order Services.
13. The Event Organizer may deny entry to the Event and staying at the Event to individuals:
  - a) without an ID badge,
  - b) wearing shoes with metal tips,
  - c) whose outward appearance prevents identification,
  - d) possessing plastic, glass, metal containers or cans, etc.,
  - e) without a document confirming their identity.
14. Access to individual Zones is for individuals with the appropriate ID badge.

### **IV. ORGANIZATIONAL AND ORDER RULES IN FORCE AT THE EVENT:**

15. The Organizer ensures the safety of Event Participants and order during the Event, including by:
  - a) Security Services, Information Services, distinguished by elements of clothing;
  - b) appointing a security manager, directing Security and Information Services, and organizing their work;
  - c) providing medical assistance and hygiene-sanitary facilities.
16. Event Participants and all other persons present at the Festival Area or Organizer's Area are obligated to comply with the instructions of the Security and Information Services, including the security manager and Organizer's Representatives. Refusal to comply with these instructions may only be due to their contradiction with universally applicable legal provisions.

17. Event Participants and all other persons present at the Festival Area are required to behave in a manner that does not threaten the safety of other individuals present at the Event, and to adhere to the provisions of the Regulations in particular. It is prohibited to destroy markings and information signs, advertising media, equipment and devices located at the Festival Area or Organizer's Area. Participants and all other individuals present at the Festival Area are required to use sanitary facilities only according to their intended use.
18. Event Participants and all individuals present at the Festival Area are required to have a valid ID or technical ID. The lack of an ID or having a torn or damaged ID, as well as an unfastened ID, are unequivocal grounds for removing the Event Participant from the Festival Area. In case of a torn or damaged ID (at the Festival Area), the Event Participant must immediately report to an Organizer's employee at the entrance gate to the Festival Area with the damaged ID to exchange it for a new one. Only IDs damaged at the Festival Area are subject to exchange. Leaving the Festival Area on your own with a damaged or torn ID without prior notification to the Security Services manager is equivalent to resigning from participating in the Event.
19. On the Festival Area and the Organizer's Area, it is prohibited to:
  - a) take actions aimed at interrupting or disrupting the course of the Event;
  - b) use offensive, vulgar language, proclaim and display slogans of vulgar and racist content, and incite conflicts, especially of a racial, national, religious, social, or sexual nature;
  - c) hang unauthorized banners not previously approved by the Organizer;
  - d) throw objects;
  - e) kindle fires, as well as smoke tobacco in places where it is not allowed;
  - f) relieve oneself outside of toilets;
  - g) littering;
  - h) blocking exits and evacuation routes;
  - i) bringing, possessing, and using unmanned aerial vehicles, drones, and other airborne objects;
  - j) bringing and using skateboards, longboards, single-track vehicles, roller skates, scooters, and any other similar equipment;
  - k) bringing backpacks, suitcases, and bags over 30 liters;
  - l) bringing drinks and food, excluding individuals whose health condition requires a specialized diet confirmed by a medical opinion; m) bringing umbrellas with sharp tips.
20. Rules for recording the course of the Event:
  - a) The Organizer, based on the Act on Mass Events Safety and within the scope defined by this Act and implementing regulations, is authorized to record the course of the Event, especially the behavior of individuals, using devices recording image and sound. Materials gathered during the recording of the Event, which may constitute evidence for initiating criminal proceedings or proceedings in cases of offenses, or evidence relevant to ongoing such proceedings, shall be immediately handed over by the Organizer to the district prosecutor or the Police responsible for the Festival Area. Materials gathered during the recording of the Event that do not contain evidence allowing to initiate criminal proceedings or proceedings in cases of offenses, or evidence relevant to ongoing such proceedings, shall be stored after the Event for a period of at least one month, and then undergo commission destruction.
  - b) The Organizer is the Administrator of personal data.

In the case specified in point a) above, personal data is processed for the purpose of ensuring the safety of the mass event. The legal basis for the processing of personal data are the obligations and rights of the Organizer resulting from the Act on Mass Events Safety, including the obligation to secure the mass event and the right to record the course of the mass event. The personal data subject to processing is the image of the Event Participant. Without prejudice to the provisions of point a), the administrator may process the specified personal data 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 this data.

The Organizer also records the course of the Event for documentation and promotional or advertising purposes of the Event and events in future years, the Organizer and sponsors. As a result, the image of individuals present at the Festival Area may be recorded free of charge, and then distributed for the above-mentioned purposes indefinitely, to which the Event Participant agrees upon entering the Festival Area.

21. Security and Information Services, carrying an identifier placed in a visible place, are authorized, in accordance with the provisions of the Act on Mass Events Safety, to:
  - a) confirm the rights of individuals to stay in the Festival Area, and in case of lack of such rights, to call them to leave the Festival Area;
  - b) identify individuals to determine their identity;
  - c) inspect the contents of luggage and clothing of individuals, in case of suspicion that these individuals are carrying or possessing items mentioned in point 12d), 13d) or in point 19 of the Regulations;
  - d) establish the rights to stay in the Festival Area or in the Zones, and to identify individuals to determine their identity;
  - e) call individuals to leave the Festival Area or Zones in case of lack of rights to stay in the Festival Area or in a specific Zone or in case of disturbing the order;
  - f) issue orders to individuals who disrupt public order or behave contrary to the Event Regulations, and in case of non-compliance with these orders, to call them to leave the Festival Area;
  - g) use physical force in the form of transport techniques or defense, handcuffs placed on hands, or manual devices for incapacitating substances, in cases specified in art. 11 sec. 1 and 2 of the Act of 24 May 2013 on direct coercive measures and firearms (Journal of Laws 2013, item 628);
  - h) apprehend individuals posing an immediate threat to human life or health, as well as protected property, for immediate handover to the Police.
22. Security Services are obliged to remove from the Festival Area individuals whose behavior disrupts public order or goes against the Regulations.
23. Members of Security and Information Services, depending on potential risk and needs, may be equipped with, among others: handheld metal detectors, ticket templates, identifiers and invitations, other necessary and legally permissible personal protective equipment.
24. The rights of individuals to stay at the Event are determined by Security and Information Services by:
  - checking if the person has a valid Ticket, and after its exchange, an Identifier;
  - checking if the person has a valid Technical Identifier;
  - comparing the presented document with the template;
  - checking if the person has a document confirming their identity;
  - verifying the age of the Participant by checking an identity-confirming document.
25. In case of finding forbidden items in the contents of luggage or clothing of individuals trying to enter the Festival Area, a member of Security or Information Services may refuse entry to the Event for the person found with these items, or remove them from the Festival Area.
26. In case of finding weapons or other dangerous items, alcoholic beverages, explosive materials, pyrotechnics, fire hazardous materials, narcotics, or psychotropic substances in the contents of luggage or clothing of individuals wanting to enter the Festival Area or already present on the Festival Area, a member of Security or Information Services detains the person in possession of these items, prepares a protocol documenting the confiscation, and then hands over the individual to the Police along with the confiscated items.
27. Individuals denied entry or removed from the Festival Area for reasons specified in the Regulations are not entitled to a refund of the Ticket payment.
28. The Event Participant is not entitled to enter the stage, commercial and gastronomic areas designated for sellers, the premises of the Security Services, or the Organizer's Area.
29. Conducting any commercial, profitable, advertising, or promotional activities on the Festival Area or the entire Organizer's Area without authorization from the Organizer is prohibited.

30. The Organizer designates the following Zones for the division of the Festival Area:

- Mass Event Zone,
- Gastronomic and Sales Zones,
- Music Zone,
- Technical-Social Backstage Zone.

31. The Organizer ensures fire safety by ensuring that:

- a) the staff, Security and Information Services, and the Organizer must know the location of fire extinguishers and hydrants and the procedures to follow in case of fire;
- b) Security and Information Services must be trained in the principles of evacuation, how to alert the fire brigade, the proper use of fire extinguishers, and providing first aid.

#### **V. CHANGE OF DATE OR CANCELLATION OF THE EVENT:**

32. The Organizer makes decisions regarding the cancellation, change of date of the Event, and the refund of money related to the purchase of Tickets according to the rules specified in the Regulations and based on current legal regulations.

33. In the event of cancellation of the Event or change of date, the Organizer will inform the Participants who purchased Tickets for the Event through messages sent to the email addresses provided in connection with the purchase of Tickets, on the Eventim.pl website.

34. If the cancellation of the Event is directly related to the negative effects of COVID-19, the refund period will be 180 days.

35. In the event of a change in the date of the Event, the Participant may keep the purchased Ticket and attend the Event on the new date, or cancel the Ticket and receive a refund. The refund will be made using the payment method used by the Participant when purchasing the Ticket. The Organizer will inform Participants about how to choose one of the options described above through messages sent to the email addresses provided in connection with the purchase of Tickets, on the Eventim.pl website, and on social media. If the Participant decides to cancel the Ticket, the refund period starts from the day the Participant submits a declaration of cancellation of the Ticket and lasts 30 days.

36. The Ticket remains valid, even in the event of a possible price change, if the Participant decides to keep the Ticket and attend the Event on the new date due to a change in the Event date.

37. Failure by the Participant to choose one of the options described above by the deadline set by the Organizer means that the Participant has decided to keep the Ticket and attend the Event on the new date. In connection with the previous sentence, the Participant cannot request a refund after the deadline set by the Organizer and receive a refund due to the limited number of Tickets and organizational issues related to their distribution. The Participant will receive information about the deadline for returning the Ticket along with information about the change of the Event date, as specified above.

#### **VI. CLAIMS:**

37. Any complaints can be submitted in writing no later than 21 days from the end of the Event to the following correspondence address of the Organizer: LUTOMSKI.WINO limited liability company Św. Gertrudy St. 23/3, 31-048 Kraków.

38. The complaint should include the name and surname as well as the address for correspondence of the complainant, as well as indicate the reasons for the complaint and the content of the request.

39. The Organizer considers complaints submitted in accordance with points 37 and 38 above and provides a response within 14 days from the date of their delivery to the Organizer.

40. The use of the complaint procedure is voluntary and is not a condition for pursuing claims.

41. The Administrator of personal data is LUTOMSKI.WINO limited liability company based in Krakow at Św. Gertrudy St. 23/3, 31-048 Krakow, NIP 0000811287. Personal data is processed for the purpose of handling complaints. Providing personal data is voluntary, but necessary to receive a response to the complaint. The legal

basis for processing personal data is their necessity to achieve the objectives resulting from the legally justified interests pursued by the administrator, consisting in considering complaints. The Administrator may process the personal data of Event Participants 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 deletion, destruction, or anonymization of the data.

42. The person whose data it concerns has the right to request from the administrator access to their personal data, their correction, deletion, or limitation of processing, the right to object to processing, the right to data portability, and the right to lodge a complaint with the supervisory authority.

43. For the purposes of the Regulations, "Force Majeure" means any event beyond the control of the Organizer, including but not limited to random events, war, fire, flood, lock-down, strike, weather conditions, riots, acts of terrorism, explosion, theft of significant equipment, deliberate damage, cyber-attack, requirements resulting from the defense of the country, acts and regulations of state or local government bodies. The Organizer shall not be liable to Participants for non-performance of any obligations arising from the Regulations to the extent that it is caused by the occurrence of Force Majeure.

#### **VII. PENAL PROVISIONS ARISING FROM THE ACT ON SAFETY OF MASS EVENTS AND THE CRIMINAL CODE:**

44. Anyone who fails to comply with an order of order issued based on the Act on Safety of Mass Events by Law Enforcement or Intelligence Services is subject to imprisonment, restriction of liberty, or a fine.

45. Anyone who brings or possesses weapons, other dangerous items, explosive materials, pyrotechnic products, or fire hazardous materials to the Event is subject to imprisonment or restriction of liberty.)

#### **VIII. FINAL PROVISIONS:**

46. The status of event sponsor is granted solely by the Organizer.

47. This Regulations is available:

- on the event's website, i.e., [www.skincontactkrakow.com](http://www.skincontactkrakow.com)
- at the Organizer's information points.

48. The Organizer has the right to change these Regulations:

- a) in order to ensure the proper course of the event and the safety of the event participants;
- b) to correct errors or mistakes in the content of the Regulations;
- c) to adapt the Regulations to the applicable legal provisions;
- d) if the need to change the Regulations arises from circumstances beyond the Organizer's control, which occurred after the announcement of the Regulations and which the Organizer could not foresee earlier.

The Organizer informs about changes to the regulations on the Organizer's website, i.e., [www.skincontactkrakow.com](http://www.skincontactkrakow.com).

49. The Organizer shall not be liable for the consequences of force majeure.

50. Security and Information Services may issue their own safety and fire protection instructions in accordance with applicable laws.

51. Matters not regulated in the Regulations shall be governed by the provisions of the applicable law, in particular the Act on the Safety of Mass Events.

52. These Regulations shall enter into force on March 20<sup>th</sup>, 2024.