

# EVENT REGULATIONS

## “Festiwal Wibracje”

### §1. GENERAL PROVISIONS

1. From 26 to 30 July 2023, Świadomi Mimochodem Sp. z o.o., with its registered office in Warsaw located at: ul. Grójecka 214 lok 81, 02-390 Warsaw, NIP (Tax Identification Number): 5213913595, KRS (National Court Register Number): 0000871232, hereinafter referred to as the “**Organiser**”, is organising an event called “Festiwal Wibracje” (hereinafter referred to as the “**Event**”) on the premises of Ananda Marga Association in Poland, at Gize 40, 19-411 Świątajno (hereinafter referred to as the “**Venue**”)
2. The Regulations set out the conditions of participation and the behaviour of persons attending the Event (hereinafter referred to as “**Participants**”), including the provisions concerning:
  - a. the Participant's entry to the Event,
  - b. rights and obligations of the Participant,
  - c. prohibitions that the Participant must respect,
  - d. the rules of responsibility of persons, including the Participants, for behaviour contrary to the applicable legal order, including – in relation to the violation of the provisions of the Regulations,
  - e. epidemic safety requirements.
3. The purpose of the Regulations is to ensure the safety of the Event by setting out the rules for the conduct of Participants and their use of the Venue and the equipment on the Venue, and furthermore to regulate the rights and obligations of Participants in relation to the purchase of an admission ticket to the Event (hereinafter referred to as “**Tickets**”).
4. Notwithstanding the provisions of the Regulations themselves, all Participants are obliged to comply with:
  - a. the applicable legal regulations, in particular, with regard to epidemic safety.
  - b. Regulations for the purchase of Tickets by the Festiwal Wibracje Ticket Sales Operators listed below in point 4 §2.
5. Purchase of a Ticket and participation in the Event constitutes acceptance of the Regulations by the Participant.

## §2. SALE OF TICKETS

1. A ticket is a marked security paper issued to the bearer, the presentation of which entitles the bearer to multiple entry to the Event from 26-30 July 2023. The start and end times of the Event will be announced at [www.wibracje.com.pl](http://www.wibracje.com.pl).
2. There is one type of Tickets valid for admission to the Event: a five-day pass, entitling multiple admissions for 5 days of the Event.
3. Tickets are sold by the Organiser at [www.wibracje.com.pl](http://www.wibracje.com.pl), the entity responsible for the sale of tickets is the company: Świadomi Mimochodem Sp. z o.o., KRS 0000871232, NIP 5213913595, REGON 387636790
4. Tickets are also sold by external operators via:
  - a. GOING, Festicket, Empik, eBilet as part of the pre-sale,
  - b. persons authorised by them at the Venue before and during the Event.
5. For technical matters related to the sale of Tickets, Participants should contact directly the sales operator, i.e. Festiwal Wibracje or the external operators listed above.
6. Resale of Tickets at auctions, bidding, or conducted in any other manner indicating the profit-making nature of such resale is prohibited. Any public offering of the transfer of Tickets, including as prizes in competitions, lotteries, premium sales or any other promotions, regardless of whether it is free of charge, is prohibited. Violation of the above prohibition is subject to criminal liability.
7. In the event that a person with a disability intends to attend the Event together with their assisting person, each person is required to purchase Tickets.
8. Only the original Ticket purchased in accordance with the provisions of the Regulations entitles the holder to enter the Event. A Ticket purchased in breach of the Regulations may be cancelled by the Organiser. The cancellation referred to in the preceding sentence shall be tantamount to a finding by the Organiser that the person using the cancelled Ticket has committed a material breach of the terms and conditions of the contract for the provision of cultural services, and therefore is not entitled to a refund of the purchase price of the Ticket.
9. The following rules for the use of purchased Tickets are established:
  - a. the Ticket is non-refundable,
  - b. the Organiser is not obliged to issue duplicates of a destroyed or lost Ticket,
  - c. damaged or illegible Ticket is invalid and is not subject to refund or exchange for another Ticket,
  - d. a Ticket held by a participant of an Event is for one person, it does not give a right for an accompanying person to enter, except for children under 13 years of age,
  - e. a change in the programme of an Event does not constitute a basis for a refund of a Ticket or its equivalent.

## §3. ENTRY TO THE EVENT

1. Entry to the Event is granted to a person holding a Ticket. The Ticket shall be exchanged at the entrance to the Event for a name badge or bearer badge, in the form of a wristband, issued by the Organiser (hereinafter referred to as the **“Badge”**). The Badge should not be removed. The Badge entitles the holder to enter and leave the Event more than once during its validity period.
2. The Organiser may refuse entry and stay at the Event to a person who has not presented a valid Ticket.

3. The Organiser, in accordance with the provisions of the law in force, may refuse entry to the Event to:
  - a. a person under the visible influence of alcohol, intoxicants, psychotropic drugs or other similarly acting agents, in particular those increasing aggression,
  - b. a person in possession of weapons or other dangerous items, explosives, pyrotechnics, fireworks, firecrackers (including bangers), fire hazardous materials, alcoholic beverages, narcotics,
  - c. a person who cannot confirm their identity,
  - d. a person behaving aggressively, provocatively or in any other way posing a threat to public safety or order.
4. The assessment of objects and qualifying them as dangerous is the responsibility of the persons authorised by the Organisers to ensure order and safety at the Event (hereinafter referred to as “**Security Service**”), holding appropriate identification badges.
5. The Organisers may refuse to bring and forbid the use at the Event of professional cameras or other professional equipment recording images or sound. Amateur cameras and mobile phones with recording devices are permitted to be brought in.
6. Persons under the age of 18 on the day of the Event will be allowed to enter the Event only under the supervision of a guardian over the age of 24. The guardian will be fully responsible for the minor attending the Event from the moment of entry until their exit.

#### **§ 4. RULES AND REGULATIONS APPLICABLE DURING THE EVENT**

1. The Organiser ensures the safety of Participants and order during the Event, in particular through Security Service.
2. Security Service may issue their own safety instructions, including epidemic and fire safety instructions, in accordance with the law in force.
3. Participants and all other persons present at the Event are obliged to follow the instructions of Security Service. Refusal to obey these instructions may only result from their being in contradiction with generally applicable laws and regulations.
4. Participants of the Event and all other persons present at the Venue are obliged to behave in a way that does not endanger the safety of other persons present at the Event and, in particular, to abide by the provisions of the Regulations. It is forbidden to damage signs and information boards, advertising media, devices and equipment located on the Venue, as well as any other property. Participants are obliged to use the sanitary facilities only for their intended purpose.
5. Participants and all persons on the Venue are required to wear a valid Badge on their hand. Lack of a Badge or having a torn or damaged Badge, as well as a Badge not worn on the hand, constitutes unequivocal grounds for removal of a person from the Event. In the case of a broken or damaged Badge, the Participant is obliged to report immediately to the Security Service together with the damaged Badge in order to exchange the Badge for a new one. Only Badges damaged during the Event may be exchanged. Wilfully leaving an Event with a damaged or broken Badge without prior notification to Security Service is tantamount to resignation from participation in the Event.

6. Persons who have been refused entry to or stay at an Event or persons who have been removed from an Event in accordance with the Regulations or the law in force due to their violation of the Regulations, are not entitled to a refund of the Ticket.
7. It is forbidden to carry out, without the Organiser's authorisation, any commercial or other gainful activity, as well as advertising and promotional activities on the Venue.
8. Alcoholic beverages may be consumed only in places designated by the Organiser.
9. During the Event, the Organiser and the Participants, as well as other persons staying at the Venue, are obliged to comply with the provisions of the Act on Upbringing in Sobriety and Counteracting Alcoholism of 26 October 1982.
10. It is strictly prohibited to light bonfires, barbecues and other forms of open flame on the Venue.
11. It is forbidden to bring animals to the Venue (prohibition applies in particular to: dogs, bison, rhinoceros and lizards). The above does not apply to dinosaurs. Whales can only be brought in large jam jars, while giraffes are expected to be brought in horizontally.

## **§5. RIGHTS AND OBLIGATIONS OF THE PARTICIPANTS**

1. The Participant is obliged to:
  - a. have a valid Ticket with them and show it each time requested by the Security Service,
  - b. behave in a manner compliant with the rules of social co-existence, including not endangering the safety of other persons present at the Event – in accordance with the provisions of the Regulations,
  - c. comply with the orders and instructions of Security Service employees and the announcer, and in case of intervention of the Police, National Fire Service, Border Guard, Military Police or employees or officers of other authorised services and bodies – to follow their instructions.
2. The Participant shall be fully financially responsible for any damage caused by them at the Event or the place of accommodation (including the hotel), to the property of other Participants and to the property of the Organiser or the hotel.

## **§6. EPIDEMIC SAFETY**

1. The Organiser undertakes to comply with current epidemic safety regulations.
2. Participants are obliged to comply with the current epidemic regulations and the instructions of the Organiser, including the Security Service, issued in order to maintain the epidemic safety of the Event.

## **§7. PROCESSING OF PERSONAL DATA**

1. Participants' personal data will be processed in accordance with the applicable legal provisions, i.e. the Act of 10 May 2018 on the protection of personal data (i.e. Journal of Laws 2019, item 1781) and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).
2. The Organiser is the controller of personal data of the Participants.
3. Participants' personal data will be processed in connection with the organisation of the Event, including for the following purposes:
  - a. ensuring the epidemic safety of the Participants, in accordance with the guidelines of the Chief Sanitary Inspectorate (name, address and telephone number),
  - b. documenting, promoting and advertising the Event as well as promoting and

- advertising the Organiser and the sponsors of the Event (image of the Participants).
4. The personal data referred to in section 4a above will be stored for a period of 14 days after the end of the Event.
  5. The personal data referred to in section 4b above will be stored for the duration of the media run by the Organiser in which they will be used, or until the Participant withdraws their consent.
  6. The provision of personal data and consent to their processing is voluntary but necessary for participation in the Event and for the purposes referred to in section 4 above. Failure by the Participant to provide personal data or to consent to its processing shall prevent participation in the Event.
  7. The Participants' personal data will be disclosed to the Organiser's employees, collaborators and subcontractors to the extent necessary to fulfil the purposes referred to in section 4 above.
  8. Recipients of the Participant's personal data may also be state sanitary and law enforcement services, for the fulfilment of an obligation carried out in the public interest, and in the case of image processing – entities providing services to the Organiser in the field of ICT infrastructure, including entities i.e. Facebook Inc., Google, providers of the Organiser's websites. Personal data will not be transferred to third countries or international organisations, unless the IT service providers indicated as recipients of the data use servers located outside the European Union. For more information on the processing of data by the designated recipients, please consult the privacy policies available on the websites of the entities referred to.
  9. Each Participant has the right to:
    - a. request access to their personal data, to rectify, erase and restrict the processing of their personal data,
    - b. object to the processing of their personal data and to the portability of their personal data,
    - c. withdraw consent to the processing of their personal data at any time (however, withdrawal of consent to the processing of personal data will result in their inability to participate in the Event).
  10. Photographs taken during the Event may be used in advertising materials relating to the Event and the Organiser. Participation in the Event is connected with the consent for the free use of the Participant's image recorded in the form of photography or video recording and granting the Organiser a free licence to use it in all fields of exploitation, including: recording and dissemination in any form and entering into computer memory, use to promote and organise the Event by the Organiser, sharing with the sponsors of the Event and the Organiser's partners in order to promote them in the context of participation in the Event, posting and publishing in publications about the Event, on the Organiser's promotional printed materials, in the press, on websites and in television and radio broadcasts.

11. You may lodge a complaint against the processing of your personal data with the President of the Office for Personal Data Protection, ul. Stawki 2, 00-193 Warsaw.
12. The provisions of sections 1-11 above do not affect the provisions of the “Going Application Terms and Conditions” regarding the processing of Participants' personal data.

## **§8. COMPLAINTS**

1. Complaints concerning the Event may be submitted in writing (by registered mail), no later than 14 days from the day of the end of the Event, to the Organiser's correspondence address for the given Event specified in § 1 section 1 of the Regulations.
2. The Organiser shall consider complaints submitted in accordance with section 1 within 21 days from the date of its delivery to the Organiser by registered letter. The complainant must have a proof of sending the registered letter.
3. The condition of pursuing claims before a common court of law is exhausting the complaint procedure referred to in this article.

## **§9. FINAL PROVISIONS**

1. The word and graphic mark “Festiwal Wibracje” is a legally protected trademark.
2. Official programmes and gadgets concerning the Event will be sold exclusively on the Venue during the Event or in points of sale authorised by the Organiser.
3. The status of a sponsor of the Event is granted exclusively by its Organiser.
4. The Organiser reserves the right to:
  - a. determine changes in the course of the Event for unforeseen and unavoidable reasons beyond the control of the Organiser, and furthermore the right to determine and change the programme in terms of art, content and timing without prior consultation and compensation,
  - b. cancel or resign from the Event for reasons beyond the Organiser's control without prior notice and without being obliged to pay compensation or damages to any person,
  - c. pursue claims for damage caused by the Participant, including damage to the good image of the Organiser,
  - d. cancel the invitation, Badge or other document entitling the Participant to enter the area of the Event not open to the public, in accordance with the provisions of the law in force.
5. The Organiser has the right to amend the Regulations, in particular due to the need to ensure the proper conduct of the Event and the safety of the Participants. The Organiser will inform about changes to the Regulations on the Event's website, i.e. [www.wibracje.com.pl](http://www.wibracje.com.pl)
6. The Organiser is not liable for the consequences of force majeure. Force majeure shall be understood as an event beyond the Organiser's control, which makes the fulfilment of obligations impossible or which may be considered impossible due to the existing circumstances. Force majeure includes, in particular: atmospheric conditions, breakdowns or disruptions of equipment supplying electricity, heat, light, acts of war or actions of state or local authorities in formulating policies, laws and regulations affecting the performance of obligations.

7. In case the date of the Event, its programme or venue is changed due to force majeure or other reasons beyond the Organiser's control, the Organiser shall not be held responsible for the aforementioned changes. The Participant, by purchasing Tickets, accepts the possibility of changes and declares that they will not claim a refund of costs incurred in purchasing the Ticket. Such Ticket remains valid and cannot be returned.
8. The regulations are available:
  - a. on the Event website, i.e. [www.wibracje.com.pl](http://www.wibracje.com.pl),
  - b. at the information points on the Venue,
  - c. at the ticket offices on the Venue.
9. The Regulations are effective as of 5 October 2022.