

EVENT REGULATIONS "Wibracje Festival"

§1. GENERAL PROVISIONS

1. On July 16-21, 2024, Aware Incidentally Ltd., with its registered office in Warsaw, located at ul. Zawiszy 12 office 78, 01-167 Warsaw, using the tax identification number (NIP): 5213913595, National Court Register (KRS): 0000871232, hereinafter referred to as the "Organizer," organizes an event called "Vibrations Festival" (hereinafter referred to as the "Event") at the Osada Młynarza venue, Radotki 1, 09-411 Biała (hereinafter referred to as the "Venue"). Vibrations Festival is an outdoor conference and trade event focusing on health and ecology, featuring lectures and movement activities as its main program elements.
2. The regulations define the conditions of participation and rules of conduct for individuals present at the Event (hereinafter referred to as "Participants"), including provisions governing:
 - a. Participant entry to the Event, b. Participant rights and obligations, c. Prohibitions that Participants must adhere to, d. Rules of responsibility for individuals, including Participants, for behavior contrary to applicable legal regulations, including violation of the regulations, e. Epidemic safety requirements, f. Basic principles of cooperation with subcontractors of the Event employed by the Organizer.
3. The purpose of the regulations is to ensure the safety of the Event by specifying the rules of conduct for Participants and their use of the Venue and its facilities, as well as regulating the rights and obligations of Participants in connection with the purchase of admission tickets to the Event (hereinafter referred to as "Tickets").
4. Regardless of the provisions of the regulations, all Participants are obligated to comply with:
 - a. Applicable legal regulations, especially regarding epidemic safety. b. Ticket purchase regulations by Vibrations Festival ticket sales operators listed below in §4 §2.
5. Purchasing a Ticket and participating in the Event implies acceptance of the regulations by the Participant.

§2. TICKET SALES

1. A Ticket is a valuable document issued to the bearer, which entitles them to multiple entries to the Event on July 16-21, 2024. The start and end times of the Event, as well as other important information about the Event, are available on the official website: www.vibrations.com.pl.
2. Types of admission tickets and other Event-related products are listed on the official Event website www.vibrations.com.pl. The basic type of Ticket is a six-day pass allowing multiple entries throughout the 6 days of the Event.
3. Tickets are sold through the Organizer's own distribution channels and external operators, including GOING during the pre-sale.
4. For technical matters related to Ticket sales, Participants should contact the sales operator mentioned above directly.
5. Reselling Tickets on auctions, auctions, or in any other way indicating a commercial nature of such resale is prohibited. Any public offering of ticket ownership transfer, including as prizes in contests, lotteries, promotional sales, or any other promotions, even if free, is prohibited. Violating this prohibition may result in criminal liability.
6. Persons with disabilities have free admission to the festival. They must present a document confirming their disability.

7. Only the original Ticket purchased in accordance with the regulations entitles entry to the Event. A Ticket purchased in violation of the regulations will be invalidated by the Organizer. The invalidation mentioned above is equivalent to the Organizer stating that the person using the invalidated Ticket has committed a significant breach of the terms of the cultural service contract, and therefore, they are not entitled to a refund of the Ticket purchase price.
8. The following rules for using purchased Tickets are established: a. Tickets are non-refundable, b. The Organizer is not obliged to issue duplicates for damaged or lost Tickets, c. A damaged or unreadable Ticket is invalid and not subject to refund or exchange for another Ticket, d. The Ticket held by the Event participant is personal and does not entitle them to bring a companion except for children under 11 years of age, e. Changes in the Event program are not grounds for Ticket refund or equivalent.

§3. ENTRY TO THE EVENT

1. Entry to the Event is granted to a person with a Ticket. The Ticket is exchanged at the Event entrance for a named or bearer-issued identifier, in the form of a wristband, issued by the Organizer (hereinafter referred to as the "Identifier"). The Identifier must not be removed. The Identifier allows for multiple entries and exits during its validity period.
2. The Organizer may refuse entry to the Event and stay at the Event for a person who has not shown a valid Ticket.
3. The Organizer, in accordance with applicable law, may refuse entry to the Event: a. To a person visibly under the influence of alcohol, drugs, psychotropic substances, or other similarly acting substances, especially those that increase aggression, b. To a person in possession of weapons or other dangerous items, explosive materials, pyrotechnic products, fireworks, firecrackers (including explosive ones), flammable materials, alcoholic beverages, intoxicants, c. To a person unable to confirm their identity, d. To a person behaving aggressively, provocatively, or otherwise posing a threat to safety or public order.
4. The assessment of items and their qualification as dangerous belongs to individuals authorized by the Organizers to maintain order and safety at the Event (hereinafter referred to as "Order Services"), identifying themselves with appropriate identifiers.
5. The Organizer may refuse to bring and prohibit the use of a professional camera, camera, or any other type of professional recording equipment at the Event without authorization. Amateur cameras and mobile phones with recording capabilities are allowed.
6. Individuals who have not reached the age of 18 on the day of the Event may enter the Event only under the supervision of a guardian over the age of 24. The guardian will be fully responsible for the minor during their presence at the Event, from the moment of entry until their exit.

§4. ORGANIZATIONAL AND ORDER RULES DURING EVENTS

1. The Organizer ensures the safety of Participants and order during the Event, especially through Order Services.
2. Order Services may issue their safety instructions, including epidemic safety, and fire safety in accordance with applicable law.
3. Participants and all other individuals present at the Event are required to comply with the orders of Order Services. Refusal to comply with these orders may be based solely on their contradiction with universally applicable legal regulations.

4. Participants in the Event and all other individuals present at the Venue are obliged to behave in a manner that does not endanger the safety of other individuals present at the Event.
5. The Organizer has the right to expel a Participant or any other individual present at the Event if they violate the regulations or generally applicable laws. In such a case, the Participant is not entitled to a refund for the purchased Ticket.
6. The Organizer reserves the right to check the contents of bags, backpacks, and other items that Participants and other individuals present at the Event bring to the Venue. The refusal to show the contents of bags, backpacks, and other items may result in refusal to enter the Event.
7. The Organizer reserves the right to refuse entry to the Venue to persons who do not comply with the regulations or act in a way that violates generally applicable legal regulations.

§5. LIABILITY AND RESPONSIBILITY OF PARTICIPANTS

1. Each Participant is responsible for their own property left unattended in the Venue. The Organizer is not responsible for the loss or damage of Participants' property.
2. Participants are financially responsible for damage caused to property belonging to the Venue, including artistic installations, equipment, and facilities.
3. In case of loss or damage to the Identifier issued to the Participant, the Participant is obliged to immediately notify the Order Services. A new Identifier may be issued upon payment of a fee.
4. The Organizer is not responsible for any health consequences of the Participant's participation in the Event, especially those resulting from non-compliance with the epidemic safety rules or other provisions of these regulations.
5. Each Participant is obliged to familiarize themselves with the evacuation routes and comply with the evacuation procedures announced by Order Services in the event of an emergency.

§6. EPIDEMIC SAFETY

1. All Participants are obliged to comply with the epidemic safety rules specified by the Organizer and applicable legal regulations.
2. The Organizer reserves the right to introduce additional epidemic safety measures, including temperature measurements and health declarations, if required by applicable law.
3. Participants who show symptoms of infectious diseases may be refused entry to the Venue.

§7. PROCESSING OF PERSONAL DATA

1. The personal data of Participants will be processed in accordance with the applicable legal regulations, namely the Act of May 10, 2018, on the protection of personal data (consolidated text: Journal of Laws of 2019, item 1781) and the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 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 data controller for the personal data of Participants is the Organizer.
3. The personal data of Participants will be processed in connection with the organization of the Event, including for the following purposes: a. Ensuring epidemic safety for Participants, in accordance with the guidelines of the Chief Sanitary Inspectorate (name and surname, address, and telephone number), b. Documentation, promotion, and advertising of the Event as well as

the promotion and advertising of the Organizer and sponsors of the Event (image of Participants).

4. Personal data referred to in point 4 lit. a above will be stored for a period of 14 days after the end of the Event.
5. Personal data referred to in point 4 lit. b above will be stored for the duration of the media activities conducted by the Organizer in which they will be used, or until the Participant withdraws consent.
6. Providing personal data and giving consent to their processing is voluntary but necessary for participation in the Event and for the fulfillment of the purposes specified in point 4 above. Failure to provide personal data or lack of consent to their processing prevents participation in the Event.
7. The personal data of Participants will be disclosed to employees, collaborators, and subcontractors of the Organizer, to the extent necessary for the fulfillment of the purposes specified in point 4 above.
8. Recipients of the personal data of the Participant may also be state sanitary and order services, to fulfill the obligation carried out in the public interest, and in the case of processing the image – entities providing services to the Organizer in the field of IT infrastructure, including entities such as Facebook Inc., Google, providers of the Organizer's websites. Personal data will not be transferred to third countries or international organizations unless entities providing IT services, designated as data recipients, use servers located outside the European Union. For more information on the processing of data by the specified recipients, please refer to the privacy policies available on the websites of the mentioned entities.
9. Each Participant has the right to: a. Request access to their personal data, their rectification, deletion, and limitation of processing, b. Object to the processing of personal data and their transfer, c. Withdraw consent to the processing of personal data at any time (however, withdrawing consent to the processing of personal data will result in the inability to participate in the Event).
10. Photos taken during the Event may be used in advertising materials for the Event and the Organizer. Participation in the Event is associated with consent to the free use of the Participant's image captured in the form of photographs or video recordings and granting the Organizer a free license to use it in all fields of exploitation, including: recording and dissemination in any form, use for promotion and organization of the Event by the Organizer, providing to sponsors of the Event and partners of the Organizer for promotion in the context of participation in the Event, placing and publishing in publications about the Event, on promotional materials printed by the Organizer, in the press, on websites, and in TV and radio broadcasts.
11. A complaint about the processing of personal data can be lodged with the President of the Office for Personal Data Protection, ul. Stawki 2, 00-193 Warsaw.
12. The provisions of paragraphs 1-11 above do not violate the provisions of the "Terms of use of the Going application" regarding the processing of personal data of Participants.

§8. COMPLAINTS

1. All complaints and claims regarding the organization and implementation of the Event can be submitted in writing (by registered letter), no later than 7 days from the end of the Event, to the correspondence address of the Organizer of the respective Event given in § 1 para. 1 of the Regulations.

2. The Organizer will consider complaints submitted in accordance with paragraph 1 within 21 days from the date of their receipt by the Organizer by registered letter. The complainant must have proof of sending the registered letter.
3. The condition for pursuing claims before the common court is to exhaust the complaint procedure referred to in this paragraph.
4. All disputes concerning the Event will be settled by the court competent for the Organizer of the Event.

§9. FINAL PROVISIONS

1. This Regulations have a superior character to other agreements and documents concerning the entire process of organizing and implementing the Event.
2. The word-graphic sign "Vibrations Festival" is a legally protected trademark.
3. Official programs and gadgets related to the Event will be sold exclusively on the Venue during the Event or in points of sale authorized by the Organizer.
4. The status of a sponsor of the Event is granted exclusively by its Organizer.
5. The Organizer reserves the right to: a. Establish changes in the course of the Event due to unforeseen and unavoidable reasons beyond the Organizer's control, and the right to establish and change the program in terms of artistic, substantive, and temporal aspects without prior consultation and compensation, b. Cancel or resign from the Event for reasons beyond the Organizer's control without prior notice and without the obligation to pay compensation or damages to any persons, c. Pursue claims for damage caused by the Participant, including for a violation of the good image of the Organizer, d. Invalidate the invitation, Identifier, or other document entitling entry to the Event not available to the public, in accordance with the provisions of applicable law.
6. The Organizer has the right to change the Regulations, especially to ensure the proper course of the Event and the safety of the Participants. The Organizer informs about changes to the Regulations on the Event website, i.e., www.wibracje.com.pl.
7. The Organizer is not responsible for the consequences of force majeure. Force majeure is an event beyond the control of the Organizer that makes the performance of obligations impossible or may be considered impossible due to the circumstances. Force majeure includes, in particular: weather conditions, failures or disruptions in the operation of devices supplying electricity, heat, light, actions of war or actions of state or local authorities in the field of formulating policies, laws, and regulations affecting the performance of obligations.
8. In the event of a change in the date of the Event, its program, or venue due to force majeure or other reasons beyond the control of the Organizer, the Organizer is not responsible for the mentioned changes. By purchasing Tickets, the Participant accepts the possibility of changes and declares that they will not claim the right to a refund of the costs incurred when purchasing the Ticket. Such a Ticket remains valid and cannot be returned.
9. The Regulations are available: a. on the Event website, i.e., www.wibracje.com.pl, b. at information points on the Venue, c. at ticket offices on the Venue.
10. The Regulations are effective from November 13, 2023.