# Terms and conditions of the E-ROTICA event

## §1 General provisions

- These Regulations ("Regulations") constitute a set of general terms and conditions of participation in the event ("Event") organized by SO FAR SO GOOD Grzegorz Ciwoniuk, NIP: 9661925857, hereinafter referred to as "Organizer". The Regulations are an integral part of the agreement concluded between the Organizer and the participant of the event, hereinafter referred to as "Participant".
- 2. At the moment of purchasing a ticket, which entitles to participate in the event referred to in sec. 2.2 of the Regulations, the ticket purchaser becomes a Participant.
- 3. The right of admission to the event conducted by the Organizer is granted:
  - a. persons who are at least 18 years old and have purchased a valid ticket,
  - b. representatives of state and medical services, authorized for inspection activities, on the basis of valid ID cards, upon agreement with the Organizer.

#### §2 Responsibilities of the Organizer

- 1. It is the responsibility of the Organizer of the event to provide the Participant with a valid ticket to participate in the event, as well as to provide organizational facilities for the event and its uninterrupted course.
- 2. Only a ticket purchased at an authorized point of sale authorizes participation in the event.
- 3. The Organizer reserves the right to cancel the event without prior notice for reasons for which the Organizer is not responsible. In such a case, the Participant is entitled to the rights provided by the relevant provisions of law, in particular the Civil Code.
- 4. The Organizer has the right to change the date, place and program of the event due to force majeure or other important reasons beyond the Organizer's control, in particular: the declaration of national mourning, unfavorable weather conditions preventing the event from taking place, illness, indisposition or other objective reason beyond the Organizer's responsibility preventing the performer from performing (holding the event), and cases where the change is caused by the need to ensure the safety, health or life of people or property, or the need to ensure uninterrupted and comfortable course of the event for its participants. Under such circumstances, in the event of a change of date, venue (except for a change of venue within the same locality) or a change of performer, the Participant will have the right to return the ticket before the start of the event for a refund of the ticket price.
- 5. If the Participant has the right to return the ticket for a refund of the price of the ticket, the Participant should request a refund of the ticket price at the place where the ticket was purchased, immediately upon learning of the cancellation of the event, and in the case of a change of date, venue or program in accordance with para. 2.4 above, before the start of the event. In any case, the ticket price will be refunded if the refund is requested no later than six months from the original date of the event. The basis for a refund in the event of cancellation of the event is the fiscal receipt issued upon purchase of tickets, which must be presented.

- The organizer provides a checkroom, but the number of available places is limited. Lack of seats in the checkroom cannot be the basis for a claim for a refund of the costs incurred for the purchase of a ticket.
- 7. The Organizer is not responsible for items left in the checkroom or on the Event premises.
- 8. The fee for a lost checkroom number is PLN 50 and is the responsibility of the Event Participant.

#### §3 Event security

- 1. Due to the safety of the Participants, the Organizer reserves the right to:
  - a. To refuse entry to a Participant in cases justified by security considerations.
  - b. To demand from the Participant, in cases justified by security considerations, to leave the area of the event, and to take appropriate steps and measures to ensure that this order is carried out. This applies in particular to situations in which the Participant disrupts public order, behaves aggressively or inconsistently with these Regulations, or otherwise causes a threat to the security of the event.
  - c. Refusal of entry to the event area to persons found to be in possession of weapons, wearing shoes with metal ends and any other objects that may pose a threat to other persons or the undisturbed course of the event.
- 2. It is prohibited for Participants to bring, bring into the event area or have in their possession during the event:
  - a. Weapons or other dangerous objects.
  - b. Explosives.
  - c. Laser pointers.
  - d. Pyrotechnic products and fire hazardous materials.
  - e. Narcotics or psychotropic substances.
  - f. Alcoholic beverages, subject to those purchased at the event.
  - g. Food items, subject to those purchased at the event site.
  - h. Tripods, monopods or telescopic booms (known as selfie sticks).
  - Musical instruments or any other objects or devices that may serve to jam the event or otherwise prevent or impede the smooth conduct of the event according to the scenario.
  - j. Any sharp, heavy, hard, glass, metal or other objects that may pose a danger to other Participants or the bringing Participant himself, including umbrellas, binoculars (other than theatrical ones), as well as shoes, backpacks or clothing containing hard or heavy elements that may, upon sudden and unexpected contact with the body of another Participant, cause harm to his or her health.
  - k. Folding or tourist seats.
  - I. Animals.
  - m. Any other items not listed above that may pose a danger.
- 3. The organizer has the right to refuse entry to the event area to persons bringing the aforementioned items or to demand that such persons be removed from the event area.
- 4. The organizer does not provide for the storage of the listed items in a depository.
- 5. Event participants enter the event area at their own risk and responsibility. The organizers are not responsible for damage to items or loss of health or life resulting from the actions of third parties.
- The liability of the Organizers in the implementation of the event is excluded from cases caused by the fault of third parties or due to gross non-compliance with the applicable regulations.

- 7. Persons present on the premises of the Event are liable for the consequences of their actions in accordance with applicable laws.
- 8. Material liability for damage caused shall be borne by the person who caused the damage.
- 9. Smoking of tobacco products is strictly prohibited on the event premises.
- 10. On the premises of the event it is prohibited to perform activities that may cause fire.
- 11. The Participant is obliged to immediately comply with the instructions of the relevant law enforcement services or security agency employees, whose task is to ensure the security of the event, in accordance with the law and these Regulations, under pain of immediate removal of the Participant from the event area.
- 12. All Participants in the event area are obliged to have and show at any request of the Organizer the ticket / wristband, which remains in the possession of the Participant when entering the event area.
- 13. In the event of a fire emergency, you should:
  - a. Immediately notify the fire department unit's phone 998.
  - b. Using handheld firefighting equipment, proceed to extinguish the fire.
  - c. Notify law enforcement agencies of the situation.
- 14. In the event of a health or life threat, you should:
  - a. Notify the ambulance service phone 999.
  - b. To the best of your ability, proceed with pre-medical aid.
  - c. Notify law enforcement of the situation.
- 15. In order to ensure the safety of participants, the venue of the Event may be monitored, in which case the footage is archived for 30 days.
- 16. In the event that blatant violations of the Rules and Regulations are found, threatening the safety of the participants of the Event, the evidence will be handed over to authorized authorities.

### §4 Hazard warning

- 1. The Organizer informs that the Participant or any other person in the event area may be exposed to continuous exposure to a zone of significant sound intensity that may cause hearing damage. In addition, there are strobe lights and laser effects in the event area that may cause visual ailments. Persons particularly vulnerable to these hazards are pregnant women, the elderly and people with epilepsy.
- 2. The organizer informs that during the performances there is a high level of propagation of sound waves, to which children under the age of one are particularly vulnerable. In case of any doubt, each Participant and the persons mentioned in both sentences above should consult an appropriate medical opinion even before deciding to stay at the event site. Due to the possible occurrence of intense, temporary sound waves during the performances, the Organizer recommends that Event Participants use specialized hearing protectors.
- 3. In addition, the Organizer is not responsible for any hearing damage or visual ailments that may occur to Participants or other persons on the event premises due to sound activities, light effects or laser effects, even if these activities were previously announced or were part of the scheduled event program.
- 4. The Participant gives informed consent to participate in the event, being fully aware of the potential risks associated with sound, light and laser effects, and assumes personal responsibility for the risks taken.

#### §5 Additional provisions

- 1. The Rules and Regulations are available on the Event website, at ticket outlets, immediately before and during the event. The Organizer reserves the right to update and make changes to the Rules and Regulations, and all changes will be published on the Event website.
- In case of disputes not regulated by these Regulations, the relevant provisions of the Civil Code and/or the Criminal Code shall apply. The Organizer reserves the right to interpret these Rules and Regulations and resolve any disputes related to participation in the Event at its own discretion.
- 3. The purchased ticket should be considered as an individual permission of the Organizer to enter the Event, which may be revoked at any time for reasons related to the need to maintain security, maintain order or comply with the Regulations. In such a case, the Participant is not entitled to a refund of the purchased ticket.
- 4. The Organizer shall be entitled to record the Event, and in particular to record the behavior and image of persons on the premises of the Event, by means of image and sound recording devices. Each Participant, upon entering the Event area, agrees to the possibility of recording his/her image.
- 5. Each participant of the Event agrees to the publication of his/her image on the Organizer's website, social media and other promotional materials, without the possibility of interference with its form and without the need for their approval each time. The participant will not be entitled to any claims or compensation for the use of his/her image in promotional materials.
- 6. The image of persons present at the Event may be recorded and subsequently disseminated for documentation, reporting, advertising and promotional purposes, in compliance with the applicable laws on the protection of personal data.
- 7. The Organizer reserves the right to restrict or prohibit recording or photography on the Event premises in order to protect the privacy and safety of Participants and artists and performers.
- 8. Each Participant is required to abide by the rules of the Event and the instructions given by law enforcement, security and maintenance personnel to ensure the safety and comfort of all participants. The Organizer reserves the right to remove from the Event area persons who do not comply with these rules.