

# **"DAYS OF THE ARABIAN HORSE" MASS EVENT TERMS AND CONDITIONS**

## **§ 1**

### **General Provisions**

- (1) These terms and conditions (hereinafter referred to as "the Terms and Conditions") have been issued under the Safety of Mass Events Act of 20 March 2009 (consolidated text, Journal of Laws of 2023, item 616) (hereinafter referred to as the "Act") and under the Civil Code.
- (2) The Terms and Conditions are issued by the event Organiser Endorfina Events Sp. z o.o. with its registered office in Warsaw at Ludwika Idzikowskiego 13, 02-704 Warsaw, Poland, entered into the business register of the National Court Register (KRS) maintained by the Warsaw District Court, Warsaw, 13th Commercial Division of the National Court Register under KRS number: 0000326910, NIP: 1132759426 and REGON: 141796596, hereinafter referred to as the "Organiser".
- (3) The event titled "DAYS OF THE ARABIAN HORSE" (hereinafter referred to as the "Event") is organised from 9 August 2024 to 12 August 2024 at the Janów Podlaski Stud Farm at Wygoda 3, 21-505 Janów Podlaski.
- (4) The following terms used in the Terms and Conditions shall have the following meanings:
  - (a) "Security Services" and "Information Services" refer to individuals appointed by the Organiser, including employees of security or property protection agencies, identified by an ID badge, responsible for ensuring the safety of Event Participants. Members of Security and Information Services shall have visible ID badges
  - (b) "Event Area" means the facility and grounds where the Event is held
  - (c) "Event Participant" or "Participant" refers to a person present at the Event Area and participating in the Event.
- (5) The Terms and Conditions are addressed to all individuals who will be present at the Event Area during the Event.
- (6) The purpose of the Terms and Conditions is to ensure order and safety during the Event by defining the behaviour of Event Participants using the Event Area, as well as regulating the rights and obligations of Event Participants arising from the purchase of a ticket for the Event which entitles them to participate in the Event.
- (7) By purchasing a ticket for the Event or participating in the Event, you agree to these Terms and Conditions.
- (8) Every person present at the Event Area during the Event is obliged to comply with these Terms and Conditions.

## **§ 2**

### **Participation in the Event**

- (1) Only individuals with a valid ticket for the Event or an ID issued by the Organiser that entitles them to enter the Event Area may be present at the Event Area. Minors who are 16 years old on the day of the Event or older may participate independently. Minors who are under 16 on the day of the ticket exchange for an ID must be accompanied by an adult, who bears full responsibility for them (legal guardian or authorised person).
- (2) The entry ticket to the Event entitles you to enter the Event Venue. After passing the exit gates, it is possible to re-enter the Event area using the same ticket.
- (3) Depending on the ticket category, the ticket may be exchanged for a wristband or another identifier, which will allow the holder to remain in the designated zone for that ticket type within the Event Area.
- (4) The Organiser has the right to cancel the Event without prior notice due to reasons beyond the Organiser's control. The Organiser shall not be liable for any compensation or damages to the ticket holder beyond a refund of the face value of the ticket for the cancelled Event and the service fee paid by the Participant.
- (5) The Organiser has the right to change the Event date and venue for important reasons, in particular a national day of mourning, illness, incapacity, or other objective reasons beyond the Organiser's control that prevent the main act from performing, and in the event the change is

necessitated to ensure the safety or protect health, life, or property, or ensure an uninterrupted and comfortable experience for Event Participants.

- (6) The Organiser reserves the right to set and change the Event programme for justified reasons without prior consultation or compensation to Participants. Changes to the Event program do not entitle Participants to a ticket refund or claim for their price.
- (7) If the Event date is changed or cancelled, the Organiser will inform the participants who have purchased a ticket via email to the address provided during the ticket purchase transaction and on the Organiser's website.
- (8) If the Event date is changed, the Participant may either keep the purchased ticket and attend the Event on the new date or opt out and receive a refund of the ticket price along with the service fee.
- (9) If a Participant decides to keep the ticket and attend the Event on the new date, the ticket remains valid regardless of any changes in ticket prices for the new date.
- (10) If a Participant decides to opt out of the ticket due to the change of the Event date, the amount paid by the Participant will be refunded under the same conditions as if the Event had been cancelled, with the reservation that the refund periods begin from the date the Participant submits a ticket opt-out statement.
- (11) If a Participant does not choose any of the options specified in the previous points at least 30 days before the new Event date, it is assumed that the Participant has decided to keep the purchased ticket and attend the Event on the new date. This means that after the deadline indicated in the previous sentence, the Participant cannot opt out of the ticket and receive a refund of the amount paid. This solution is due to organizational considerations involved in the distribution of tickets, including the limited number of tickets available for the Event.

### **§ 3**

#### **Safety Rules**

- (1) It is prohibited to bring and possess any of the following items during the Event:
  - (a) weapons or other dangerous objects
  - (b) explosives, pyrotechnics, flares, firecrackers
  - (c) flammable and corrosive materials
  - (d) sprays, paints, dyes, aerosols
  - (e) alcoholic beverages
  - (f) drinks in PET bottles with a capacity exceeding 0.75 liters and in cans. PET bottles and cans with a capacity of up to 0.75 liters must be originally closed upon entering the Event Venue;
  - (g) drugs or psychotropic substances
  - (h) symbols or colours of sports clubs in any form
  - (i) flags, banners, and other materials containing racist, xenophobic, vulgar, provocative content, or demonstrating ideological and political views
  - (j) drones or any other flying devices
  - (k) bags, suitcases, and backpacks larger than A4 size
  - (l) balloons, laser pointers, sound-emitting devices, and other elements that may disrupt the Event.

Furthermore, it is forbidden to:

- (m) bring dogs and other animals into the Event Area
- (n) conduct any commercial or other profit-making activities in the Event Area without the Organiser's consent
- (o) enter and remain in the Event Area wearing clothes that contain dangerous elements (metal fittings on shoes) or constitute advertising in nature
- (p) smoke tobacco products, innovative tobacco products, or electronic cigarettes in unauthorised areas
- (q) climb on technical infrastructure elements or areas restricted to Participants (e.g. stage and backstage, control positions, etc.)
- (r) throw objects, start fires, and destroy property in the Event Area

- (s) relieve oneself outside the toilets and litter the Event Area, as well as destroy the facility's infrastructure
  - (t) occupy passageways and evacuation routes without justification
  - (u) misuse the facility's equipment contrary
  - (v) use physical violence or make threats against other Event Participants.
- (2) The Event Organiser may refuse entry to or remaining at the Event to individuals:
    - (a) visibly under the influence of alcohol, drugs, psychotropic substances, or other similar substances
    - (b) possessing weapons or other dangerous items, explosives, pyrotechnics, alcoholic beverages, drugs, or psychotropic substances
    - (c) being aggressive, provocative, or behaving in any other way that poses a threat to safety or public order at the Event
    - (d) preventing identification based on the right under Article 9 of the Safety of Mass Events Act of 20 March 2009.
  - (3) Event Participants and all other individuals present at the Event Area are required to follow the instructions of the Information and Security Services, including the Safety Manager.
  - (4) The Organiser is not responsible for items (money, valuables, etc.) brought by Participants to the Event Area.
  - (5) Individuals who are refused entry to the Event, removed from the Event Area, or expelled due to a violation of the Terms and Conditions or generally applicable laws are not entitled to a Ticket refund.

#### **§ 4**

##### **Rights and Obligations of Event Participants**

- (1) An Event Participant is obliged to:
  - (a) not disturb public order
  - (b) comply with the Terms and Conditions
  - (c) remain only in areas clearly designated by the Organiser as the Event Area
  - (d) carry and present, upon request, an ID to the Information or Security Services
  - (e) not endanger the safety of other individuals present at the Event
  - (f) follow the orders of the Information and Security Services of the Event Organiser, and in the case of intervention by officers of the State Police, State Fire Service, Border Guard, Military Police, or other authorised services and authorities, comply with their instructions.
- (2) An Event Participant has the right to:
  - (a) remain at the Event Area during its duration, from the time the Event Area is made available by the Organiser until the Event concludes
  - (b) participate freely in the Event, expressing their emotions, limited only by the need to comply with generally applicable laws, rules of social conduct, and the provisions of these Regulations
  - (c) bring and eat your own food in the Event Venue in the form of groceries, sweets, fresh and processed food, including those purchased outside the Event Venue
  - (d) report any damages incurred in the Event Area during the Event to the Organiser's representatives (e.g. Security or Information Services)
  - (e) file complaints.

#### **§ 5**

##### **Recording and Photographing the Event**

- (1) The Organizer consents to the Participants taking photos, recording, recording or recording the course of the Event solely for private purposes (private use), and any photographing or recording should be done in such a way as not to disturb other Participants, especially not to disorganize /distort/influence the course of the Event.
- (2) Journalists and reporters who have received relevant and valid press accreditation from the Organiser are entitled to record the Event. The rules for recording, taking photos, or capturing

the Event are agreed upon with journalists and reporters directly before the Event by the Organiser.

- (3) During the Event, Janów Podlaski Stud Farm Sp. z o.o., the Organiser, or authorised third parties may conduct photo sessions and film the Event for broadcast purposes in mass media (television, radio, Internet, press) or for documentation, promotion, and advertising purposes of Janów Podlaski Stud Farm Sp. z o.o., the Organiser, and other individuals indicated by Janów Podlaski Stud Farm Sp. z o.o.
- (4) Participation in the Event is equivalent to the Participant giving consent to the recording, use, and/or dissemination by the Organiser and related entities of the image/voice/statements of each Participant in all promotional and marketing materials without temporal and geographical limitations.
- (5) This consent implies that photos, videos, or recordings made during the Event may be posted on the website of Janów Podlaski Stud Farm Sp. z o.o., the Organiser, or other sites and used in promotional materials, including broadcast via vision or sound. The dissemination of the Participant's image/voice/statements for the purposes specified in these Regulations is not remunerated.
- (6) The image of Event Participants may be recorded on video and in photographs; in this case, their image is processed under Article 81(2)(2) of the Copyright and Related Rights Act of 4 February 1994 and does not require consent.

## **§ 6**

### **Organizational and Safety Rules in the Event Area**

- (1) The Organiser ensures the safety of individuals present at the Event and order during the Event through:
  - (a) Security Services and Information Services distinguished by uniform elements
  - (b) appointing a Safety Manager directing the Security and Information Services, organising their work
  - (c) providing medical assistance and sanitary facilities.
- (2) The Organiser designates the following Event zones:
  - (a) Public Zone:
    - Audience: seating areas on the stands for the public
    - Place: standing areas for the public in front of the stage and other areas in the Event Area designated for the public.
  - (b) Production Zone:
    - Technical and welfare facilities
    - Other areas.
- (3) The Organiser ensures fire safety by ensuring that service staff, Security, and Information Services must know the location of fire extinguishers and hydrants and the procedures in case of fire.
- (4) Security and Information Services are trained in evacuation procedures, fire alerting methods, and the use of fire extinguishers.
- (5) Security and Information Services with a visible ID badge are authorised under the Act to:
  - (a) check the eligibility to stay in designated zones in the Event Area
  - (b) ask individuals to leave the Event Area if they do not have a valid ticket for the Event
  - (c) check the identity of individuals
  - (d) inspect the contents of luggage and clothing of individuals entering the Event if there is a suspicion that they bring or possess dangerous items
  - (e) issue order instructions to Event Participants disturbing public order or behaving contrary to the Act, and if these instructions are not followed, ask them to leave the Event
  - (f) use physical force in the form of incapacitating holds and similar defence techniques in case of a threat to the protected property or to repel an attack on a Security member or another person, as set out in the Protection of Individuals and Property Act of 22 August 1997 (consolidated text, Journal of Laws of 2021, item 1995) and the Coercive Measures and

Firearms Act of 24 May 2013 (consolidated text, Journal of Laws of 2023, item 202, as amended)

- (g) detain to immediately hand over to the Police Participants who pose a direct threat to life or human health, protected property, and those committing prohibited acts.
- (6) Security and Information Services are authorised to control the number of available places in a given zone at any moment, and if the number of Participants in a given zone exceeds the permissible limit, the Organiser reserves the right to temporarily restrict access to that zone.

## **§ 7**

### **Penal Provisions under the Safety of Mass Events Act**

- (1) Anyone who does not comply with an order issued under the Act by the Organiser or Security or Information Services is subject to arrest, restriction of liberty, or a fine.
- (2) Anyone who brings or possesses weapons, other dangerous items, explosives, pyrotechnics, or fire hazards at the Event is subject to arrest or imprisonment.
- (3) Individuals persistently violating the provisions of the Act will be removed from the Event Area or handed over to the Police.
- (4) Individuals violating safety and order rules in the Event Area will be held criminally and administratively responsible.

## **§ 8**

### **Personal Data**

- (1) The Organiser declares to be the data controller within the meaning of Article 4(7) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals 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, hereinafter "the GDPR").
- (2) In matters related to the processing of personal data and the exercise of rights related to data processing, the data subject may contact the Data Protection Officer in endorfina events sp. z o.o. via email at i.witon@endorfina.eu.
- (3) The processing of personal data is carried out for the purpose of concluding and performing the contract, including, in particular, registration, confirmation of participation, sending organisational information to Participants related to the Event, and fulfilling the obligations imposed on the controller by law, as well as pursuing or defending against potential claims arising from the contract. The processing of data is necessary for the conclusion and performance of the contract in accordance with Article 6(1)(b) of the GDPR.
- (4) The processing of personal data is also carried out for documentary, promotional, and marketing purposes of the Event and the Organiser's activities.
- (5) Personal data is processed based on Article 6(1)(f) of the GDPR in connection with Article 81(2)(2) of the Copyright and Related Rights Act for all Participants who are present in the facility where the Event takes place voluntarily accepting its Regulations. The controller's legitimate interest is the realization of recordings documenting the course of the event and their use for promotional purposes.
- (6) Data processing also occurs in connection with the controller's legitimate interest (Article 6(1)(f) of the GDPR) in securing information, including evidence, in case of the need to pursue claims or defend against them arising from the concluded contract, and in connection with the legal obligation imposed by specific regulations (Article 6(1)(c) of the GDPR) to meet tax law requirements.
- (7) Data will be transferred only to entities providing support services to the controller, including legal, accounting, auditing, personnel, and IT services, and to entities with which the Data Controller will have appropriate agreements under which they will perform parts of tasks related to the organization of the Event, provided that such entities process data based on agreements concluded with the controller and in accordance with its instructions. Besides the mentioned entities, data may be shared only at the request of entities authorised by law.
- (8) The controller does not plan to transfer data to a third country or international organization.

- (9) Personal data will be stored for the period of limitation of potential claims that may arise from the contract. Accounting documents will be stored for the period required by tax law regulations. Personal data will be processed within recordings made during the event, for the time necessary to conduct promotional and marketing activities, and then indefinitely as documentary material related to the event.
- (10) Received data will not be processed using tools for automated decision-making, including profiling.
- (11) The data subject has the right to:
  - (a) Access their personal data in accordance with Article 15 of the Regulation
  - (b) Request their rectification in accordance with Article 16 of the Regulation
  - (c) Request their deletion or restriction of processing in accordance with Articles 17 and 18 of the Regulation
  - (d) Object to processing in accordance with Article 21 of the Regulation
  - (e) Request data transfer to another controller in accordance with Article 20 of the Regulation.
- (12) If personal data processing is based on the consent of the data subject, this consent may be withdrawn at any time without affecting the lawfulness of the processing carried out based on the consent before its withdrawal.
- (13) If it is found that the processing of personal data violates the GDPR provisions, the data subject has the right to lodge a complaint with the President of the Personal Data Protection Office.
- (14) Providing data is voluntary but necessary for cooperation with the data controller.

## **§ 9**

### **Complaints**

- (1) All complaints can be submitted in writing no later than 21 days from the end of the Event to the Organiser's correspondence address specified in § 1 section 2 of the Terms and Conditions.
- (2) A complaint should include the name and address of the complainant, as well as the reasons for the complaint and the content of the demand.
- (3) The Organiser considers complaints submitted in accordance with sections 1 and 2 above within 14 days from their delivery to the Organiser.
- (4) Using the complaint procedure is voluntary and is not a condition for pursuing claims.

## **§ 10**

### **Final Provisions**

- (1) By deciding to enter the Event Area, the Participant declares that they participate in the Event voluntarily.
- (2) The Organiser also informs to exercise particular caution regarding not crossing designated safety zones. Crossing designated zones may result in health damage.
- (3) The ID badge entitling entry to designated restricted areas is the property of the Organiser and is issued exclusively to individuals involved in the production and promotion of the Event.
- (4) The ID badge must be visibly displayed.
- (5) The ID badge may only be used by the person to whom it was issued. The ID badge entitles the holder to stay in the Event Area and other areas in accordance with the granted rights and these Regulations.
- (6) These Regulations are available at the entrance gates to the Event Area and on the Organiser's website.
- (7) In matters not regulated in the Terms and Conditions, the provisions of the Act and the Civil Code shall apply.
- (8) The Terms and Conditions come into effect on June 26 2024.

**ORGANISER**  
**endorfina events sp. z o.o.**