

Booking regulations at Open'er BeachHouse with the use of the Booking Form

The Regulations are issued by the Organizer of the Open'er BeachHouse summer bar located on the beach in Gdynia Kolibki, at the entrance No. 18, which will operate between 01.07 and 22.08.2021 (hereinafter: "BeachHouse"), i.e. by the company: ALTER ART FESTIVAL SP. Z O.O. with headquarters in Warsaw at ul. Kazimierzowska 14, entered into the register of entrepreneurs by the District Court for the capital city of Warszawy in Warsaw, XIII Commercial Division of the National Court Register under the number KRS: 227624, NIP: 586-21-41-557

The purpose of the Regulations is to define the rules for booking spots at BeachHouse with the use of Reservation Form.

§1. Definitions

Organizer - means the company Alter Art Festival Spółka z o.o. with headquarters in Warsaw (02-589), at ul. Kazimierzowska 14, entered into the Register of Entrepreneurs of the National Court Register by the District Court for the Capital City of Warsaw under the number KRS 227624, with the share capital in the amount of PLN 50,000 paid in full, with the tax identification number NIP 586-214-15-57.

Cabana - means a place for up to 4 people equipped with a mattress. The cabana is a place intended for sitting or lying down.

Open'er Fan Cabana - means a Cabana available at a promotional price, only to holders of tickets for Open'er Festival 2022, including people who have kept a ticket from Open'er Festival 2020 or 2021. The promotional price is a 50% discount on the Cabana's value. The condition for the realization of the discounted Open'er Fan Cabana reservation is to have a ticket for the Open'er Festival 2022, including the saved Open'er Festival 2020 or 2021 ticket and to provide its number when collecting the reservation from the BeachHouse service.

Sunbed - means a place (deckchair) intended for 1 person, equipped with a mattress.

Open'er Fan Sunbed - means Sunbed available at a promotional price only to holders of tickets for Open'er Festival 2022, including people who have kept a ticket from Open'er Festival 2020 or 2021. The promotional price is a 50% discount on the Sunbed value. The condition for the realization of the discounted Open'er Fan Cabana reservation is to have a ticket for the Open'er Festival 2022, including the saved Open'er Festival 2020 or 2021 ticket and to provide its number when collecting the reservation from the BeachHouse service.

Open'er Mobile Application - means publicly available software with a touch interface designed for use on portable electronic devices, enabling, among others making a reservation at BeachHouse using the Reservation Form.

Open'er Website - means the website www.opener.pl enabling, among others, making a reservation at BeachHouse.

Reservation Form - means an electronic form by means of which the Customer can make a reservation at BeachHouse. The form is available on the Open'er Website and in the Open'er Mobile Application and contains the Customer's contact details, such as Name and Surname, telephone number and e-mail address. Providing contact details in the form is voluntary but it is a condition of the contract.

Reservation number - means a unique number assigned each time after making a reservation using the Reservation Form.

Price - means the booking price included in the Booking Form. The prices are given in Polish zlotys (PLN) and include TAX (they are gross prices). Prices may change during the sale.

Consumer - means a person who performs a legal transaction with the Organizer (concluding a reservation contract) not directly related to his business or professional activity.

Entrepreneur - means a natural person who is not a Consumer, a legal person or an organizational unit referred to in art. 43 (1) of the Civil Code, which performs a legal transaction with the Organizer.

Customer - means the Consumer and the Entrepreneur treated jointly

Guest - means the Customer and the persons designated by him authorized to use the reservation. The number of guests entitled to use the reservation depends on the type and number of seats reserved, in line with the limits defined in the definition of seats available in the reservation.

Settlement agent - means eCard S. A. with its registered office in Gdańsk (80-387 Gdańsk), ul. Arkońska 11, the administrator of the eCard system, by means of which the Customer can pay for the reservation made using the Reservation Form.

"Force Majeure" - means any event beyond the control of the Organizer and which could not be foreseen, including random event, war, insurrection, riots, riots, acts of terrorism, fire, explosion, flood, theft of essential equipment, intentional damage, cyber-attack, strike, lock-down, weather conditions, security for a third party, national defense requirements , acts and regulations of state or local government administration bodies.

§2. General provisions:

1. Reservation of places at BeachHouse using the Reservation Form takes place on the terms resulting from these Regulations. By making a reservation, the Customer expresses the will to conclude a distance contract.
2. To book a seat using the Booking Form, the Customer is required to provide contact details such as Name and Surname, telephone number and e-mail address. Providing data is voluntary, but it is necessary for the performance of the contract, including sending the booking confirmation containing the booking number.

3. The administrator of personal data provided in the Reservation Form is ALTER ART FESTIVAL Sp. Z O. O. with its headquarters in Warsaw, at Kazimierzowska 14. Personal data is processed in order to make a reservation. Providing personal data is voluntary, but necessary to make a reservation. The legal basis for the processing of personal data is their necessity to perform the contract, i.e. to make and execute the reservation. The Administrator may process the personal data of the Participants 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.
4. Reservations at BeachHouse can only be made by persons over the age of 16.
5. The reservations with the use of the Booking Form can be made from 07/07/2021 onwards.
6. It is possible to book a maximum of 2 Cabans or Open'er Fan Cabans at a time with the use of Booking Form.
7. A minimum of 2 and a maximum of 8 Sunbed or Open'er Fan Sunbed reservations can be made at a time with the use of Booking Form.
8. Due to the limited number of places, the Customer may make reservations for a maximum of 8 Guests on a given day.
9. The Organizer reserves the right to cancel the reservation or part of the reservation if the Customer makes multiple reservations for a given day, where the total number of reserved places provided for the Guests will be greater than 8. In this case, the Customer is not entitled to a complaint. A refund for the canceled reservation or Part of it will take place within 14 days from the date of cancellation to the account from which the payment was made.
10. Group booking for groups of more than 8 guests, subject to availability, can only be made by contacting the BeachHouse staff directly at the e-mail address rezerwacja@openerbeachhouse.pl, specifying the number of people and the date of the booking.
11. Reservations with the use of Booking Form can be made no later than by 23:59 on the day preceding the reservation date.
12. Each ticket number for Open'er Festival 2022, including the saved ticket from Open'er Festival 2020 or 2021, allows only a one-time discount for the entire duration of the BeachHouse operation.
13. On the day of booking, reservations using the Reservation Form are not available, and seats at BeachHouse can only be booked by phone or in person, subject to availability. The booking prices on a given day may differ from those specified in the Booking Form.
14. Access to BeachHouse on the basis of a reservation is possible after providing the reservation number and the Customer's Name and Surname at the first entry to BeachHouse. In the case of an

Open'er Fan Cabana or Open'er Fan Sunbed reservation, the ticket number referred to in the definitions must be provided.

15. Reservations made via the Reservation form are valid from opening to closing of BeachHouse. Cancellation of the reservation after a shorter period of time is not a basis for a complaint or discount. The Organizer reserves the right to shorten the booking time in the event of bad weather conditions preventing the use of the reserved seats (heavy and long-lasting, uninterrupted rainfall). In this case, if the reservation is made for a period shorter than 3 hours, the Customer is entitled to a refund in the amount equal to the difference between the amount due for the reservation and the amount calculated on the basis of the rental price per hour of the service used by the customer.
16. In order to verify the eligibility to enter BeachHouse, Guests may receive an ID in the form of a wristband permanently fastened on the wrist.
17. Towels received at the first entry to BeachHouse must be returned to the staff.
18. The bar and the restaurant area on the BeachHouse terrace are completely non-smoking.
19. Due to the special beaches for dogs designated by the city of Gdynia, the BeachHouse does not allowed pets.

§3. Payment and security

1. Reservation of seats via the Booking Form is made with the obligation to pay without the possibility of cancellation on the part of the Customer. The payment is made via the system of the Settlement Agent on the terms specified by him.
2. The Settlement Agent is responsible for the execution and security of transactions on the Settlement Agent's website, in accordance with its regulations.
3. It is forbidden to use bots or other automated teleinformation tools that allow making a reservation without the interference of the Customer. The Organizer reserves the right to cancel any bookings made using any unauthorized tools.
4. VAT invoices are issued at the Customer's request after prior e-mail with information on correct invoice details and the booking number to which the invoice relates, to the address ksiegowosc@alterart.pl. This invoice will be delivered to the Customer by e-mail on the terms and within the time limits specified in the Act on Value Added Tax (VAT) to the e-mail address provided in the booking process.
5. If the settlement currency of the payment card is not the Polish currency (PLN), as a result of conversion and exchange rate differences between banks, the amount charged may differ from

the price of the purchased goods in accordance with the regulations in force at the Customer's bank making the payment.

§4. Withdrawal from the contract

1. In connection with the announcement of an epidemic in the Republic of Poland, the Customer has the right to withdraw from the contract only on the condition of providing a copy of a medical certificate or a copy of the decision to impose quarantine or isolation on the Customer. Withdrawal from the contract is possible no later than 5:00 p.m. on the day preceding the date of booking. Withdrawal from the contract should be made in writing to the address rezerwacja@openerbeachhouse.pl, providing the booking number and the first and last name of the client. A copy of the medical certificate or the decision to impose quarantine or isolation must be provided no later than 7 days after the written withdrawal is sent.
2. In the event of correct withdrawal from the contract, the refund will be made within 14 days to the account from which the payment for the reservation was made.
3. The Organizer may withdraw from the contract in the event of bad weather conditions or Force Majeure, including administrative decisions and other legal acts, preventing the performance of the contract. In this case, the Organizer will refund the payment for the reservation within 14 days to the Customer's account from which the payment was made.
4. Services ordered by the Customer himself from third parties in connection with making a reservation, including tourist, hotel and accommodation services, are organized at the Customer's own risk. The organizer will not be liable to the customer for the inability to use these services.

§5. Complaints

1. The consumer may contact the Organizer by mail, sending correspondence to the address of Alter Art Festival sp. z o.o., ul. Kazimierzowska 14, 02-589 Warsaw, by phone at (022) 646 46 60, or via e-mail to the address kontakt@alterart.pl.
2. The consumer has the right to submit a complaint via e-mail to the address kontakt@alterart.pl or in the form of written correspondence sent to the address indicated in paragraph 1 above. In order to facilitate the complaint procedure, it is suggested to add a note "Complaint". However, such a note is not a condition for recognizing the complaint. Complaints may be submitted immediately after finding the circumstances justifying their submission. The consumer should, if possible, provide the Organizer with all information and documents regarding the complaint that may be helpful in recognizing it. The Organizer should consider the complaint immediately, no later than

within 30 days from the date of its delivery. The Organizer shall notify the Consumer about the method of settling the complaint by letter or e-mail, depending on the method of submitting the complaint.

3. The entrepreneur has the right to submit a written complaint by registered mail to the address of the Organizer indicated in section 1 above. Complaints may be submitted immediately after finding the circumstances justifying their submission. The Client (Entrepreneur) should, if possible, provide the Organizer with all information and documents regarding the complaint that may be helpful in recognizing it. The Organizer should consider the complaint no later than 60 days from the date of receipt of the complaint.

§6. Final Provisions

1. These Regulations are available on the Open'er Website, in the Booking Form and at the entrance to BeachHouse.
2. In matters not covered by these Regulations, the provisions of the Civil Code shall apply.
3. The organizer reserves the right to amend the Regulations.

Warsaw, July 13, 2021