FESTIVAL REGULATIONS

§ 1 GENERAL PROVISIONS:

1. The Regulations set out the rules for participation in the sports competition.

2. Expressions used in these Regulations shall mean:

a.Organiser - Chagowska Productions Sp. z o.o. Sp.k. with its registered office in Warsaw, 13/294 Rydygiera Street,NIP 5252621566

(hereinafter referred to as the 'Company').

b.Participant/Participant - a person fulfilling the conditions of participation in accordance with § 3 of these Regulations.

c. Event - a dance festival divided into 5 separate thematic events.

§ 2 ORGANISATION

1.Purpose of the event: popularisation of dance and culture. To test the endurance and fitness of the participants.

2. Purchase of Tickets:

- a. The purchase of tickets takes place via the form on the website and at the event venue during the opening hours of the event office, provided that ticket sales have not closed before the start date of the event.
- b. Payment for online sales is cashless. At the event venue, ticket sales are cash-based.
- c. All information regarding the rules for returns, exchanges and other information regarding festival tickets can be found in the Terms and Conditions of Purchase.

§ 3 TERMS AND CONDITIONS OF PARTICIPATION

1.Only Participants registered for the Event in accordance with the provisions of these Terms and Conditions may participate in the Event

2. The conditions of participation in the Event are:

a. registration and payment of the ticket;

b.signing a health declaration and a declaration where the participant confirms that he/she is aware of the risks resulting from the nature of the Event of which he/she is a participant;

c.giving separate consent to the processing of the Participant's personal data provided in the application form referred to above;

d. consent to the free use of the Participant's image, recorded in the form of a photograph or video recording, in media broadcasts and promotional materials of the Organisers, within the extent specified in item 4 below.

3. Specimens of the above statements will be provided during the event. The above statements given in the application form are an integral part of it. Lack of any statement will make it impossible for the Participant to participate in the Event, which is justified in detail by these Regulations

4. Due to the fact that the recording of the Participants' participation in the Event may also be an integral part of the service. The Participant declares that he/she consents to the use of his/her image in the case of recording the course of the Event, both in photo and video form, and will not claim any property rights due to their use. The participant will be informed in each case if there is a person recording photo or video on site. At the request of the participant, the organiser will always remove a photo or video in which he or she has come off unfavourably. Photos will only be published through

channels belonging to or linked to the organiser. If you do not agree to the recording of materials, please do not pose and remove yourself from the photo or video space and inform the person taking the materials at the time of its creation, so that they can react in a timely manner in the case of, for example, group photos or video shots where other participants would like to be recorded. The materials are used for promotional and marketing purposes, but are also many times the subject of a service, which is the recording of an event or the coverage of the participation of a person/group of people in an Event, which is included in the offer of the service or offered verbally. Materials will not be used or created in violation of applicable Polish laws.

§ 4 SAFETY RULES

1. The Organiser announces that it will use all due diligence to ensure maximum security of the Event venue. The Participant is requested not to leave valuables unattended in order to minimise the risk of theft and loss of valuables. The Participant declares that he/she will not claim any right to compensation in the event that his/her belongings are stolen or left on the venue are damaged or lost when he/she has not taken special care to secure them (taking them with him/her to the venue), despite the Organiser's recommendations. The participant makes such a declaration by signing the declaration of knowledge and acceptance of the Rules and Regulations.

2. The Organiser declares that it will exercise all due diligence in order to secure the Participant as much as possible. At the same time the Participant declares that he/she will not claim for damages and compensation in case of any injury or damage to his/her health which has been suffered as a result of non-compliance with the safety rules or the Organiser's instructions and remarks. The Participant makes such a detailed declaration by signing a health declaration and a declaration of knowledge and acceptance of the Rules and Regulations.

- a. During the Event, the Participant is obliged to inform the Organiser about his or her illness, injuries, medical recommendations and any events that pose a threat to his or her health and that of the other persons in the room.
- b. Participants are obliged to report any damage noticed in the hall immediately to the Organiser. Causing damage will result in a fine depending on the valuation of the damage by the person or company who will liquidate the damage.

3. Due to the nature of the Competition, the Participant should take into account the occurrence of abrasions, scratches as well as other minor surface wounds of a similar type, and declares that he/she has been informed of this fact, which he/she confirms in a separate statement.

4. Notwithstanding the above, the Organiser reserves the right to discontinue the participation in the Event to Participants who, in the Organiser's opinion, require medical intervention or care in other respects or who, due to their behaviour, pose a danger to themselves, other Participants or the Organiser's representatives.

5. The Organiser reserves the right to refuse participation in the Event to Participants who are aggressive, who wear clothes that pose a threat to safety (e.g. spiked shoes) or who take any action that may endanger the health or life of other Participants and the Organiser's representatives.

6. Each Participant declares that he/she is personally responsible for any damage caused by him/her on the premises where the Event takes place. Including physical and material damage, for which he/she declares to compensate in accordance with the applicable provisions of the Civil Code.

7.Participation in the Event is against payment. The payment of the entry fee is not the same as the use of the service. Paying the entry fee without formal procedures will not qualify the Participant to participate and the money paid will be refunded. The formal procedures without which the Organiser will not be able to qualify the Participant are:

- a. Acceptance of the regulations
- b. Acceptance of data processing
- c. Signature under the declaration of health
- d. Signature on the declaration of knowledge of the rules and regulations and the rules of the Event Consent to the statement concerning the publication of the image (this requirement will be in accordance with the provisions of the Rules and Regulations in point 5.

Not knowing the rules and regulations does not exempt you from complying with them.

8. Signing the statement of having read and accepted the Rules and Regulations is considered as an informed consent to the above provisions and is considered as binding on both parties.

9. The rules are also a declaration by both parties and are based on the principle of individual agreement by both parties.

§ 5 NATURE OF THE COMPETITION

1. The Organiser informs that the object of the service is to popularise dance and culture and to test the participants' endurance and fitness.

2. The Organiser does not offer Participants exercise with music. All music used during the Event is private. The Participant undertakes not to listen to any songs and declares that they do not influence the decision to participate in the Event, at the same time he/she has been informed that some employees listen to them to improve their own mood. The participant makes such a declaration by signing a statement of knowledge and acceptance of the regulations.

- a. The area where the Event takes place is entirely private and is not a public space or a place open to the general public, due to the fact that only persons with a valid ticket for the Event are allowed to enter. Only specific persons, at specific times and meeting specific criteria under these regulations, are allowed on the premises. It is not permitted for members of the public, irrespective of the entity represented, to move freely on the premises. For security reasons, any attempt to interfere with the work of the Organisers will result in the relevant services being called in on charges of obstruction, endangering the safety of Participants and harassment. A penalty will also be levied on each occasion for bystanders obstructing the work, at an hourly rate relative to the Organiser's daily turnover as compensation for interfering with the proper course of the competition and not being able to do their job. The organiser will also assert claims against the image damage of such an event. The penalty will be claimed through the legal process.
- b. Any person who is on the Event site must be on the participant list, which is confirmation of the Participant's eligibility to compete. Any person whose name does not appear on the list will be forced to leave the premises immediately, unless the administration or management decides otherwise.

3. It is forbidden to record, record and disseminate by means of a photo, video or sound track your stay at the competition without the permission of the authority responsible for such permission. Any attempt to record the stay on the premises, the Event, or the image of the Organiser or other Participants will absolutely be reported to the authorities responsible for the protection of these rights and referred to the courts without the possibility of an amicable resolution of the matter.

4. The Organiser informs that the Event premises are monitored for security reasons. Attendance on the premises may be meticulously recorded (audio and video) for the purposes of ensuring the safety of participants and staff by various means (smartphone, tablet, camera, audio recording, phone, etc.).

5. In connection with the EU RODO regulation, we would like to inform you that information on how your data is processed is available on the website <u>www.elsolfestival.pl</u>

6. The manner in which the Event is carried out, the sequences of movements, the methodology and the overall organisation is an original creation prepared by the Organisers as well as the persons employed under individual contracts. The entirety of this work is subject to copyright and is the exclusive property of the Organisers or other entities, if this results from a separate agreement. Any attempt to copy, share, imitate or reproduce under the copyright law will find consequences in court, without the possibility of an amicable solution.