

**TERMS AND CONDITIONS OF THE ARENA GLIWICE  
FACILITY approved by Zarząd Arena Operator Sp. z o.o. with its  
registered seat in Gliwice on 03.10.2018.**

**I. General provisions**

1. Arena Gliwice, now called the Facility, is a Sports and Entertainment Hall at 50 Akademicka Street, 44 - 100 Gliwice. The Facility includes:
  - the object of the Arena, together with all rooms located in the body of the Arena Gliwice Sports and Entertainment Hall,
  - the external areas consist of external parking lots, building structures (such as structures and small architecture), and green areas located within the boundaries of plots Nos. 280, 281/8, 640/7, 635/5, 638/5, 636/5, 645/5, 238/6, and 640/10.
2. Arena Gliwice is managed by Arena Operator Sp. z o.o. with its seat in Gliwice, at 59c Bojkowska Street, 44 - 100 Gliwice, registered in the Register of Entrepreneurs of the National Court Register by the District Court in Gliwice, X Economic Division of the National Court Register, under KRS number 0000726543, having NIP 6312679016 and REGON 369909026, with share capital of PLN 100,000.00, hereinafter referred to as Operator.
3. Arena Gliwice is a venue for social events, sports, recreational, cultural, family events as well as conferences, exhibitions, fairs and, shows and other events as decided by the Operator, hereinafter referred to as Events, including in particular Mass Events subject to the rigours of the Act of March 20, 2009 on Security of Mass Events (Journal of Laws 2017, item 1160), as amended), hereinafter referred to as the Security Act.
4. Arena Gliwice consists of rooms and areas fulfilling independent functions: Main Arena with stands, Small Arena with stands, climbing wall, conference rooms, lodges, restaurants, catering kiosks, locker rooms, deposits, indoor and outdoor parking lots, technical and office spaces, and others.
5. These Regulations apply to the entire Facility, with the following:
  - Small Arena,
  - Meeting rooms,
  - Lodges,
  - Parking lots,

- Deposits - during events,
  - Locker rooms - during events,
  - Climbing wall.
6. Additional bylaws shall be introduced to specify the detailed conditions for using individual areas.
  7. These Regulations treat the Lessee, who may be responsible for all or part of the Facility, on par with the Event Organizer. In this context, 'Hirer' is used interchangeably with 'Organizer ', even if they are separate entities. This clarification is essential to ensure that both parties understand their obligations under these Regulations.
  8. The Organizer may introduce, for the duration of the event, previously agreed with the Operator, and set separate rules and regulations for the event.
  9. The Hirer, Event Participants, and other persons on the Facility's premises are strictly obligated to comply with these Regulations and Arena Gliwice's fire safety instructions. The hirer and participants of Mass Events are additionally obligated to comply with the Security Act and its implementing acts.
  10. Instructions for the Arena Gliwice facility were prepared using the Fire Safety Manual. The Lessee, as well as all persons performing, ordering, or supervising works or services or residing on the premises of Arena Gliwice, are obligated to read and strictly adhere to the rules outlined in the Fire Safety Manual. Compliance with the provisions in these Regulations, the Arena Gliwice Fire Safety Instruction, the safety and fire protection regulations, and the Law on Safety is not just a requirement but a shared responsibility. It is a condition for maintaining the order and safety of all individuals residing in the Arena Gliwice.
  11. These Regulations, the Fire Safety Manual of the Arena Gliwice and the Regulations listed in paragraph 5 are available at the Facility.
  12. Arena Gliwice is equipped with a video surveillance system. The system allows recording:
    - a) the image of each person present in the Facility;
    - b) the course of events throughout the Facility, including in areas inaccessible to the public.
  13. Entrance or entering the Property is tantamount to consenting to recording for the Tenant's or Operator's use and acceptance of the monitoring. Surveillance recordings may be the basis for legal liability of persons not complying with these Regulations.

14. Round-the-clock guarding and protection services of persons and Property inside and outside the Facility are carried out, acting on behalf of the Operator, by a security agency, hereinafter referred to as Security, whose employees are appropriately uniformed. Protection of persons and Property consists, in particular, of round-the-clock activities aimed at ensuring safety, life, health and personal integrity, as well as activities aimed at preventing crimes and offences against Property, as well as preventing damage resulting from such events and preventing unauthorized persons from entering the premises of the Arena, in particular by the principles outlined in the Act of August 22, 1997 on the protection of persons and Property and the Act of March 20, 2009 on the Security of mass events. The scope of duties and powers of the Security personnel is regulated by a separate agreement, according to which the Security personnel are obliged, among other things, to:

- a) activate emergency procedures in case of emergency;
- b) check the security status of the premises;
- c) to ensure that lights are extinguished and that any electrical equipment not designed for continuous operation is turned off;
- d) verify the locking of the premises after work is completed and verify the completeness of the keys given to Security;
- e) to verify the locking of corridor doors and fire doors when not in use in connection with the Facility's absolute prohibition on temporary or permanent locking of door self-closing mechanisms;

The entitlements of Security personnel include, but are not limited to:

1. The right to enter, with the participation of the Operator and the Tenant, the premises to verify their condition, including, in particular, the protection of property in cases of emergency.
15. Security personnel, performing their tasks in ensuring security in Arena Gliwice, among others, by enforcing compliance with the provisions of the Regulations, have the right to perform activities by Article 36 of the Act of August 22, 1997, on the protection of persons named, among others:
- to determine the authority to be in protected areas or facilities and to identify persons to establish their identity,
  - summoning persons to leave the area or Facility if it is determined that they are not authorized to be in the protected area or Facility or if it is determined that they are disorderly,

- apprehend within or outside the boundaries of protected areas or facilities persons posing an obvious direct threat to human life or health, as well as to protected property, to immediately hand such persons over to the Police,
  - use of means of direct coercion, as referred to in the provisions of the Law of May 24, 2013, on direct coercion means and firearms.
16. An operator dedicated to all events held at the Facility will exclusively provide catering services on the Facility's premises.
  17. Tenants agree to use the catering services of the Operator's dedicated entity.
  18. The Operator is not responsible for items left unattended on the Facility's premises. The relevant provisions of the Lost Property Act and the Civil Code, including Articles 187 and 189 of the Civil Code, shall apply to items found within the Facility.
  19. Entering Arena Gliwice's premises signifies your acceptance of the Regulations in force and your crucial obligation to adhere to them. The provisions within these Regulations do not supersede the terms of rental agreements or other access-providing agreements, but they do hold a paramount status. In the event of any discrepancies, the provisions within the Regulations will take precedence unless mutually agreed upon otherwise.
  20. No part of the Facility may be used for residential purposes.
  21. The Arena has a first aid kit and AED defibrillator location points. In case of a threat to life and health, contact Security personnel and emergency services immediately.
  22. Supplies and deliveries may be made only at the places designated for this purpose and during the hours agreed upon with the Operator or the Tenant. The delivery addressee is responsible for organizing deliveries and maintaining order.
  23. All objects, vehicles, goods and other things brought, brought in, left or used in violation of the rules outlined in these Regulations or other applicable regulations shall be removed at the expense of their owners or possessors without judicial authorization.

## **II. Rules for entering and staying in the Facility.**

1. The right of entry to the Arena Gliwice area is granted to persons holding:
  - a) a valid admission ticket to the Event;
  - b) guest invitation or admission cards issued by the Hirer;
  - c) badges issued by the Event Organizer or the Hirer;

- d) badges issued by the Operator;
  - e) valid ID cards of government officials and representatives of entities.
2. Persons entering the Facility must present their admission ticket or other document listed in paragraph 1 to the Tenant's order service or Security Service, entitling them to enter.
  3. The right to enter Arena Gliwice's premises upon presentation to the Operator or the Hirer's representatives is vested in the employees of municipal and sanitary services authorized for inspection activities.
  4. Persons under the influence of alcohol or intoxicants will not be admitted to the Facility.
  5. Persons entering the Facility must have a document with a photo to establish identity.
  6. Minors under 13 are allowed on the premises of the Facility only with a guardian.
  7. Persons entering the Facility may be subjected to inspecting the contents of belongings or luggage on the condition that they recognize the right to refuse entry or remove any person refusing to submit to such action.
  8. The Operator, Security, or the Tenant's security service may refuse entry to the Facility to persons whose presence may threaten the safety, order and good image of the Operator and the Facility.
  9. Access to the Facility may be restricted due to the organization of Events and their nature.
  10. Persons performing services, repairs, and renovations at the Facility may enter or enter based on entry/entry passes issued by Security based on the lists of persons and vehicles previously sent and approved by the Operator or Lessee. In special cases, entry/entrance may occur at the direct request of an Operator or the Hirer employee.
  11. The outdoor areas of the Arena are open to the public and, except for the exceptions indicated in these Regulations, entry to them takes place 24 hours a day without requiring entrance tickets, invitations or badges.
  12. Access to the Arena Gliwice, including outdoor areas or parking lots or parts thereof, may be blocked or restricted in connection with the organization of Events or for other reasons based on the decision of the Operator or the Event Organizer acting in consultation with the Arena Operator. Entrance or entry to the Arena facility or outdoor areas, during restricted access, will be through entrances and entry for

persons and vehicles as determined by the Operator or by the Event Organizer acting in consultation with the Arena Operator.

13. The operator reserves the right to introduce a fee for using outdoor areas and organising additional parking lots at any time.

### **III. Entrance ticket, invitation, admission card**

1. The admission ticket, invitation, admission card, or badge provides the holder with the rights and imposes the obligations specified in the Facility Rules and Regulations, which specify the conditions of use of individual areas listed in paragraph 1, section 5, the Event Regulations, and the Fire Safety Manual.
2. An admission ticket, invitation or admission card entitles the holder to:
  - a) to move around the areas and sectors intended for the public and to occupy a specific place,
  - b) to participate in the Event at the time specified by the Operator or Hirer.
3. An Event participant is required to:
  - a) show a valid admission ticket invitation or admission card,
  - b) show the Renter's security service or Security Service the luggage in his possession to carry out the activities of reviewing its contents,
  - c) to use the entrances and exits and the communication system designated for the Event,
  - d) behave in a manner that is generally accepted and consistent with the norms, customs and rules of culture and respect for others,
  - e) to hold an entrance ticket, invitation or admission card at all times while in the Facility,
  - f) immediately report any perceived threat to persons or property to the appropriate security services,
  - g) comply with any announcements made during your stay at the Facility.
4. Suppose there are any complaints regarding the event's entrance ticket, invitation, admission card, or organization. In that case, the participant of the Event has the right to report them to the Organizer.

### **IV. Responsibilities of people staying at the Facility**

1. It is forbidden to bring and possess on the premises of Arena Gliwice:

- a) intoxicants or psychotropic substances,
- b) alcoholic beverages, except for purchase and consumption on the premises of the Facility with the consent of the Operator,
- c) weapons of any kind, knives, chains, clubs, machetes and others,
- d) other dangerous objects that can be used as weapons or projectiles,
- e) containers with gases, corrosive, poisonous or dye substances, or other objects and devices for spraying them,
- f) glass bottles, plastic bottles and metal cans,
- g) explosives, pyrotechnic products and fire hazardous materials,
- h) instruments and mechanical devices for the production of excessive sounds and noises,
- i) laser pointers,
- j) items of clothing that can be used to mask the face to hinder identification.

2. In addition, it is prohibited for Event participants:

- a) to stay in sectors and levels of the stands other than those indicated on the admission ticket, invitation or admission card,
- b) staying in areas of Arena Gliwice excluded for participants,
- c) blocking passageways, entrances and emergency exits and narrowing the width of entrances and exits; standing and sitting on stairs; blocking entrances and exits leading to the audience;
- d) blocking passageways, access routes for emergency services and evacuation routes,
- e) use drones and other devices flying or otherwise moving inside the Facility and over the Arena Gliwice and the outdoor area of the Arena Gliwice,
- f) throwing any objects,
- g) using vulgar vocabulary and singing obscene songs,
- h) insulting other people,
- i) display inscriptions and banners with offensive, provocative, racist content or that may violate the personal welfare and feelings of others,
- j) lighting fires, lighting fireworks, setting off firecrackers and flares, and smoking inside the Facility, except in designated areas,
- k) writing, drawing or painting on walls and equipment and covering them with any printed matter,
- l) conduct business, including the sale of any goods, tickets, or admission cards without the consent of the Operator or the Lessee;

- m) to distribute any printed matter and leaflets, conduct canvassing, and conduct cash collections without the consent of the Operator or the Tenant,
- n) introduce animals,
- o) take care of physiological needs outside toilets and litter the Facility,
- p) use the infrastructure and equipment of the Facility in a manner inconsistent with their intended use,
- q) leaving unattended luggage or other objects.

3. Smoking is prohibited in the Arena Gliwice. Violating the prohibition may, among other things, result in activating fire protection systems and initiating procedures under the Arena Gliwice Fire Safety Manual, including interruption of the Event. All direct and indirect losses incurred by the Operator or the Hirer resulting from the occurrence of such an event shall be charged to the perpetrator.

4. For safety reasons, it is crucial that corridor doors and fire doors on the premises of the Venue are strictly closed after each passage and during the time when they are not in use. This includes a strict prohibition on permanently or temporarily blocking the self-closing mechanisms of the doors.

## **V. Rules for use of the Facility during Events.**

1. It is the duty of persons staying at the Facility to obey the orders of authorized employees of the Operator, Security, as well as security, order and information services employed by the Organizer, and orders issued by authorized officers, including the Police and the State Fire Service.
2. Mass Events are held under the provisions of the Law on Security of Mass Events.
3. The Event area excludes, among others:
  - a) premises of companies cooperating with the Operator in the field of catering, security and cleaning,
  - b) office and administrative premises of the Operator,
  - c) technical premises including server rooms, electrical switchboards, machine rooms and storage rooms,
  - d) other premises leased based on separate contracts: boxes, cash rooms, monitoring room, control room, restaurants on level 2,
4. The premises specified in a) b) and c) above shall not be made available to the Hirer and participants of the Event.



5. The rooms specified in item 3 points a), b), and c) are strictly forbidden to the Hirers and participants.
6. Employees of the Operator and employees of cooperating companies, such as cleaning, security, catering, and ongoing technical services, enter and leave the Facility based on the Operator's badges. The Tenant is provided with a specimen of such badge. The Tenant may issue additional accreditations or badges for the Operator and cooperating companies. The basis for the issuance of a badge is the list of those authorized to enter submitted by the Operator. Accreditations or badges must be worn in a conspicuous place and shown whenever called upon by persons authorized to verify them.
7. Participants' access to the main plate and the various levels of the Facility is possible when it results from the agreement between the Operator and the Hirer and the production plan implemented by the Hirer.
8. The sale of alcohol during Mass Events shall only take place in accordance with Article 8a of the Law of March 20, 2009, on Security of Mass Events.
9. The Organizer of the Mass Event shall submit to the Municipal Police Chief in Gliwice and the Municipal Chief of the State Fire Service in Gliwice applications for an opinion on the necessary size of forces and resources needed to secure the mass event and an application for an opinion to the Ambulance Service a copy of such applications to the Operator no later than seven days before submission.
10. The Organizer of a mass event shall be obliged to obtain a permit for holding a mass event issued in the form of an administrative decision by the Mayor of the City of Gliwice.
11. The Organizer shall be responsible for the order and safety of the event.
12. The Organizer of the Mass Event shall, before the commencement of the event within the timeframe by the contract, deliver to the Operator the decision referred to in section 10 and a copy of the valid mandatory liability insurance policy of the Organizer of the mass event and other policies indicated in the lease agreement. Along with the decision referred to in section 10, the Organizer shall provide the opinions of the Municipal Police Chief in Gliwice, the Municipal Fire Chief of the State Fire Service in Gliwice, the Gliwice Ambulance Service, State District Sanitary Inspector in the form of a decision.
13. The Organizer of the mass event shall appoint a security manager to represent the Organizer in the Event's security. The Organizer shall promptly, no later than at the

commencement of the Event, provide information on possible threats to order, the possibility of the Event being considered a high-risk event, and the number of security, order and information services at each level 0, 1, 2 and 3, along with traffic routes, outdoor areas and parking lots.

14. The Organizer is obliged to secure the Event, including, in particular, the health and life of the Participants in the Event. The Organizer must secure the rental object against destruction, damage or devastation. The Organizer shall be responsible for ensuring order and security of the Facility, including the outdoor area.
15. The organizer is responsible for compliance with the Fire Safety Instructions, in particular:
  - a) ensuring the permeability of escape routes and internal and external fire routes,
  - b) installation of structures and equipment by the documentation, purpose and relevant regulations,
  - c) installation of electrical equipment by the relevant standards,
  - d) employment of manufacturing and other companies with the appropriate certificates, which will use only certified materials,
  - e) all activities related to pyrotechnics, including stage pyrotechnics, should obtain the appropriate opinions, be properly secured and be included in the documentation of the Event submitted for the opinion of the relevant departments,
  - f) Familiarize persons acting on his behalf and for him with the Fire Safety Manual and these Regulations, as well as the topography of the Facility and, in particular, evacuation routes and the location of firefighting equipment and medical aid stations.
16. Using pyrotechnic materials is possible after obtaining a permit issued by a competent authority and agreeing to Arena Gliwice's technical services. This is allowed for companies and persons with the necessary certificates for the use of pyrotechnic products.
17. Representatives of the Organizer and the Security Manager acting on behalf of the Organizer shall participate in working briefings organized by the Operator.
18. The above security rules shall apply to facility rental agreements for non-mass events.

## **VI. Personal data**

1. Under Article 13 (1) of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of natural persons about the processing of personal data and the free flow of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) - hereinafter: RODO, the Operator informs that the controller of personal data is Arena Operator Sp. z o.o., headquartered in Gliwice at 59c Bojkowska Street.
2. Personal data obtained by the Operator will be processed in connection with organizing the Events and the statutory activities conducted.
3. The legal basis for the processing of the data is the necessity to perform the contract or to take action upon request before concluding the contract (Article 6(1)(b) RODO).
4. Provision of personal data is voluntary but necessary for the conclusion and execution of the contract.
5. Acquired personal data may be transferred to entities processing them on behalf of the Operator with the prior consent of the individual and to public authorities or entities authorized to obtain data under applicable laws, such as courts, law enforcement agencies or state institutions when they make a request, based on the relevant legal basis.
6. Personal data will not be transferred to third countries.
7. Personal data will be stored for the period necessary to execute the concluded contract and, in the case of data provided optionally - until the withdrawal of consent. The period for processing personal data may be extended each time by the period of the statute of limitations for claims if the processing of personal data is necessary for the investigation of possible claims or defence against such claims by Arena Operator Ltd. After this period, data will be processed only to the extent and for the time required by law.
8. An individual has the right to access their data, to request the rectification of their data that is inaccurate and the completion of incomplete personal data, to request the deletion of their data, to request the restriction of the processing of their data, to object to the processing of their data, to transfer their data, to complain with the supervisory authority in charge of personal data protection, i.e. the President of the Office for Personal Data Protection.

9. To the extent that data is processed on the basis of consent, an individual has the right to withdraw consent to data processing at any time. The withdrawal of consent does not affect the legality of the processing that was carried out on the basis of the consent given by the Renter before its withdrawal. The Renter may withdraw consent by sending a statement of withdrawal of consent to the Operator's mailing or e-mail address.

## **VII. Final regulations**

1. Persons disrupting order and disobeying the Rules and Regulations will be removed from the Site.
2. If damage is found to have been caused, the person responsible will be charged materially.
3. Concerning persons who do not comply with these Regulations, authorized persons may take the following measures:
  - a) draw public attention and call for order,
  - b) remove from the Facility and the Event area,
  - c) hand over the person disturbing public order to the Police.
4. The operator reserves the right to change these Rules at any time by posting information about the change on the website and making the changes available on the premises.