

REGULATIONS - THE INTERNATIONAL CONGRESS CENTRE IN KATOWICE

I. GENERAL PROVISIONS

1. These regulations apply to the International Congress Centre, hereinafter referred to as the ICC, in Katowice at Plac Sławika i Antalla 1.
2. The ICC is managed by PTWP EVENT CENTER SP. Z O.O. with its registered office in Katowice on the basis of a concession agreement for event organisation and management of the International Congress Centre in Katowice, and the Spodek Sport and Show Arena.
3. Colliers International REMS Sp. z o.o. with its registered office in Warsaw, hereinafter referred to as the Manager, shall be responsible for management of the ICC and enforcement of these regulations.
4. The ICC is a venue for mass events, sporting, recreational and cultural events, exhibitions, trade fairs, symposiums, as well as other events not subject to the rigours of the Act on Mass Events Security.
5. Persons on the premises are strictly obliged to observe the provisions of these regulations.
6. Order and the safety of visitors is conditional upon observance of the provisions of these regulations, health and safety regulations, fire regulations, and other legal regulations, as well as the Act on Mass Events Security of 20 March 2009 (Journal of Laws 2013, item 611, as amended) together with secondary legislation.

II. ADMISSION TO THE ICC

1. Admission to an event organised at the ICC shall be granted to:
 - a) holders of valid tickets,
 - b) holders of invitations/admission passes issued by the event organiser,
 - c) holders of identifiers issued by the event organiser,
 - d) authorized representatives of state, municipal, or medical services (with valid ID cards) previously approved by the event organiser.
2. Persons who do not hold any of the above documents have the right to enter the outside premises of the ICC, as well as publicly accessible areas inside the ICC from 8 a.m. to 8 p.m.
3. Security services are authorised to inspect and identify persons – both upon admission and during the event – suspected of constituting a threat, either as a result of alcohol or narcotic intoxication, or possession of dangerous objects.
4. Vehicle entry onto the building premises shall only be allowed on the basis of an entry card issued by the event organiser.
5. Entry to the ICC premises shall be denied to persons who have been legally banned from:

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- participation in mass events, due to misdemeanours referred to in Art. 22 of the Act on Mass Events Security,
 - participation in mass events, due to a conditionally suspended custodial sentence, or as juveniles on the basis of Art. 6. 2 of the Act on Proceedings in Juvenile Cases of 26 October 1982 (Journal of Laws 2002, No. 11, item 109, as amended).
6. All persons entering the ICC premises are obliged to have a personal ID document with a picture, with the exception of minors under the care of a guardian.
 7. Persons under 13 years of age may remain on the ICC premises only under the supervision of parents or guardians.
 8. The ICC is equipped with a monitoring system recording:
 - a) the image of every person entering the facility,
 - b) the event itself and the behaviour of attendees (sound and image),
 - c) persons in service areas and back rooms.
 9. All persons entering the premises of the ICC may be subject to inspection of the content of their bags and clothing. Persons who refuse such inspection may be denied entry or removed from the premises.
 10. Persons who do not possess a ticket or other document of admission, appear intoxicated, or whose behaviour indicates a security threat will not be admitted onto the premises of the ICC.

III. TICKETS, INVITATIONS, AND ADMISSION PASSES

1. A ticket grants its holder the rights and imposes the obligations described in these regulations, as well as the regulations set out by the organiser.
2. Purchase of a ticket shall occur through an agreement with the organiser under conditions specified by the organiser, and obliges the purchaser to comply with all provisions of these regulations, as well as the regulations set out by the organiser.
3. **On the basis of a ticket or invitation, event attendees are authorised to:**
 - a) be in publicly accessible areas of the ICC, and event areas designated by the ticket/invitation,
 - b) participate in the event at the time specified by the organiser,
 - c) use designated coat rooms, bathrooms, catering services, and other areas accessible during the event.
4. **Event attendees are obligated to:**
 - a) show a valid ticket upon request of the competent security services,
 - b) deposit prohibited items in designated areas,
 - c) use only the entrances, exits and passageways designated for the event,

- d) behave in a manner socially acceptable and in compliance with cultural norms, principles and practices, as well as respect for others,
 - e) possess a valid ticket at all times while on the ICC premises, and immediately inform the competent security services of any irregularities or behaviour constituting a threat to persons or property,
 - f) comply with ICC rules and regulations, as well as the orders and recommendations of competent security services, event staff, police, fire department, and emergency medical services,
 - g) follow any instructions issued during the ICC event.
5. Attendees have the right to submit any **complaints** regarding tickets or the event itself to the event organiser at designated information points.
6. **The following items are prohibited on the ICC premises:**
- a) alcoholic beverages, narcotics and psychotropic substances,
 - b) any kind of weapon, including guns, knives, chains, sticks, bats, etc.,
 - c) sharp, pointed or hard objects,
 - d) other dangerous objects that could be used as weapons or projectiles,
 - e) gas canisters, corrosive, poisonous or staining substances, or other items and equipment used for their dispersion,
 - f) glass and plastic bottles, metal cans,
 - g) large objects such as ladders, tables, chairs, boxes, suitcases, etc.,
 - h) flammable, explosive, or pyrotechnic materials,
 - i) instruments and other loud or disruptive devices such as horns or laser pointers,
 - j) articles of clothing intended to mask the face or prevent identification,
 - k) helmets, umbrellas with pointed tips,
 - l) flag-staffs or banner-staffs not previously approved by the organiser.
7. **Attendees are additionally prohibited from:**
- a) occupying seats other than those indicated on the ticket(s),
 - b) entering into areas unintended for event attendees, such as service areas, construction areas, back rooms, etc.,
 - c) throwing objects, using vulgar language, singing obscene songs, offending others, etc.,
 - d) hanging or displaying signs and banners with content that is offensive, provocative, racist, or likely to violate the personal rights of others,
 - e) kindling fire or igniting fireworks, firecrackers or flares,
 - f) smoking tobacco inside the ICC,
 - g) writing, drawing, painting, or putting stickers or printed material on walls, equipment, or other surfaces,

- h) selling tickets, admission passes or any other goods without the consent of the event organiser,
 - i) distributing leaflets, printed materials, campaigning, fundraising or any related activity without the consent of the event organiser,
 - j) bringing in animals (with the exception of exhibitions and presentations dedicated thereof, guide dogs, and security and police dogs),
 - k) urinating or defecating anywhere other than the bathroom,
 - l) littering on the ICC premises,
 - m) misusing infrastructure or equipment on the ICC premises,
 - n) covering their faces to prevent identification,
 - o) filming or recording events using cameras or other audio/video recording devices for purposes other than personal use, unless otherwise specified in the regulations set out by the event organiser.
8. only persons accredited by the event organiser may film or record events.

IV. RULES AND PROCEDURES FOR ICC RENTAL

1. Rental of the ICC shall be executed on the basis of a rental agreement and acceptance of ICC regulations and instructions.
2. The organiser will gain access to the building and its premises or a part thereof after both parties have signed the hand-over report.
3. The organiser is obliged to have a valid civil liability insurance policy for his/her business activity, as well as tenant third-party liability insurance, including liability for moveable property.
4. The organiser shall assume liability for the proper condition of the facility, facility equipment in accordance with the hand-over report, as well as any damage resulting from use of the facility. Event organisers shall agree to bear the risks associated with their events. When using the facilities, the organiser agrees to ensure full protection of persons and property on the building premises at his/her own risk and expense, taking into account all factors and circumstances related to the type and nature of the event. The liability of the organiser in this respect shall include any damage to persons or property occurring on the premises during the event, as well as any claims of third parties arising from the above. The level of security and actions taken by the organiser, as well as any technical means used to do so, should comply with the relevant legal requirements, in particular with those from the Act on Mass Events Security of 20 March 2009 (Journal of Laws 2013, item 611, as amended)
5. During the event, the organiser shall ensure full observance of all laws and principles of occupational health and safety (OHS), as well as fire safety. In particular:

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- a. All design elements and other equipment used by the organiser must have up-to-date certification indicating their fire-resistance rating, and all materials must be at least flame-resistant. Certificates must be from research institutes in Poland or the European Union. Additionally acceptable are materials that have undergone fire-retardant treatment, with documentation indicating their fire-resistance rating.
- b. The use of design elements whose thermal decomposition products are very toxic or generate intense smoke is prohibited, even if they have undergone fire-retardant treatment.
- c. Materials without a fire-resistance rating must not be kept in or near evacuation routes. Cases for AV equipment may not be stored in the foyer, as they may block access to the fire hydrant.
- d. Fabric or other materials may not be hung from the ceiling, as they may inhibit the function of sprinkler systems or smoke detectors.
- e. Design elements may not block route signage or evacuation routes, or hinder access to fire-fighting equipment (extinguishers, hydrants) located in the foyer or fire alarm pull stations.
6. Arrangement of design elements and technical equipment may not reduce or block evacuation routes.
7. All equipment and furnishings used throughout the course of the event must have appropriate certificates and approvals for use on the Polish market.
8. The facility may not be used for any event that:
 - a) offends religious beliefs,
 - b) is contrary to generally accepted principles of ethics,
 - c) promotes values and content prohibited by law,
 - d) represents a threat to the facility or its safe operation,
 - e) presents content that may harm the reputation or brand of the facility,
 - f) violates the personal rights or image of the City of Katowice or third parties, the dignity of others, or that threatens public order.
9. PTWP EC has exclusive rights to attach any direct or indirect suspension points to the fixed structure of the ICC roof. The service is settled separately as an additional order depending on the scope of the order. Orders should be sent to podwieszenia@mckspodek.pl.

V.CONDUCT ON THE ICC PREMISES

1. Anyone on the ICC premises should behave so as not to harm or threaten others.
2. Attendees of events at the ICC are obliged to comply with the orders and recommendations of the event organiser, staff, security services, police, fire

- department, and in the case of mass events, regulations for the organisation of mass events.
3. Designated entrances, exits, passageways, and evacuation routes must always be unobstructed. Parking vehicles or storing goods in their vicinity is prohibited. Vehicles, equipment and goods obstructing these areas will be removed at the cost and risk of their owner or holder.
 4. The ICC is equipped with fire-fighting equipment and the corresponding user instructions. The organiser and other participants are required to use the equipment as intended.
 5. All fire-fighting equipment (fire extinguishers, fire alarms, hydrants, smoke detectors), emergency exits, and their markings must be accessible, visible, and unobstructed at all times.
 6. The organiser is responsible for ongoing cleanliness throughout the course of the event. Cleaning should be done every day, either before opening or after closing the event to attendees.
 7. Loading and unloading of equipment, goods, etc. shall be done at a time and in a manner that does not inhibit the normal functioning of the ICC.
 8. The organiser is obligated to provide the Manager with information on the properties and technical parameters of any design elements or exhibition pieces that may cause a threat.
 9. Consumption of alcohol on the ICC premises is permissible only in designated areas (bars), unless otherwise stated in the agreement between PTWP Event Centre sp. z o.o. and the organiser.
 10. Bringing outside alcohol onto the ICC premises is prohibited unless otherwise stated in the agreement with the organiser.
 11. Any persons inflicting damage to ICC property shall bear material liability.
 12. Security services have the right to use any legal means of persuasion on attendees whose behaviour is disruptive or threatening towards others on the ICC premises.
 13. PTWP Event Centre sp. z o.o. shall not be responsible for items left on the ICC premises, unless otherwise stated in agreements concluded between the ICC and individual participants.
 14. The following are prohibited on the ICC premises:
 - a) use of an open flame,
 - b) smoking tobacco outside of designated areas,
 - c) storage of packaging, papers or other materials posing a threat to fire safety outside of designated areas (booths, offices, etc.),

- d) obstructing electric switchboards, fire hydrants, fire extinguishers, fire alarm buttons, power switches, emergency exits, etc.,
- e) collection and storage of flammable or toxic materials, as well as use of flammable or explosive chemical mixtures as cleaning agents,
- f) not cleaning machines and devices after use (including removal of liquids, dust, greases and oils, and production waste),
- g) leaving unsecured any oily cloth, rags, or substances whose interaction may cause spontaneous combustion or explosion,
- h) use of any gas canisters with flammable gases, including those used for recreational purposes, without proper approval from the fire department,
- i) leaving machinery or equipment at risk of accidentally being switched on or accessed by unauthorized persons during breaks or after use.

VI. DUTIES AND RESPONSIBILITIES OF THE MASS EVENT ORGANISER

1. The organiser shall comply with all obligations arising from the Act on Mass Events Security of 20 March 2009 (Journal of Laws 2013, item 611, as amended) as well as any related secondary legislation, the Act on sensible drinking and prevention of alcoholism (Journal of Laws 2012, item 1356, as amended), and any other applicable legal regulations.
2. The organiser is obligated to obtain consent from the Mayor of Katowice for organisation of the mass event, as well as any other approvals, permits, or decisions required by law. If the event is not a mass event, the organiser is obligated to obtain the relevant permits.
3. The organiser alone is responsible for the order and security of the event, as well as its attendees and staff. He or she shall also take appropriate precautions to secure all persons and property in the ICC building and surrounding area from damage and destruction.
4. The organiser is obligated to have tenant third-party liability insurance and event liability insurance.
5. Designate a representative to ensure the security of even participants (a security manager).
6. **The organiser is obliged to provide information on:**
 - a) the maximum capacity of persons at the event, including both participants and staff,
 - b) possible threats to public order, including notification that the event is considered high risk (if necessary), as well as the number of event security and staff.
7. **The organiser shall be responsible for:**
 - a) ensuring fire safety,

- b) ensuring that evacuation routes are clear, both inside and outside of the building,
 - c) safety when using any kinds of special effects during the event,
 - d) ensuring the safe construction and condition of design elements and lighting equipment,
 - e) the sound system and any stage construction(s),
 - f) use of all equipment as intended and in accordance with technical documentation and applicable regulations,
 - g) the behaviour of event participants, including elimination of any behaviour likely to endanger health, life, or property,
 - h) any accidents that occur during the period of rental.
8. The organiser shall bear material responsibility for the subject of lease together with its furnishings, and is obligated to cover any losses that occur during the period of rental.
9. The organiser should report any special needs as early as possible, e.g. large amounts of energy, authorisation for certain events, etc. late notification could result in failure to meet these needs.
10. The organiser is obliged to present the relevant documents for approval no later than 21 days before event assembly begins, in particular:
- a) event arrangement, accepted by the fire department,
 - b) layout of electrical installations (with an indication of energy requirements), arrangement of three-phase electrical equipment, placement of special lines and telecommunication equipment,
 - c) arrangement of water and sewage installations,
 - d) appropriate certificates and documentation of flame resistance for materials used to build event structures,
 - e) copy of insurance policy.

VII. PROHIBITED USES

1. The facility may not be used for personal sales, gambling, auctions, or any other venture aimed at distributing other information or promoting illegal activity. The organiser or lessee may ask any salesmen, vendors, merchants, persons interfering with the event, or other undesirable persons to leave the facility premises.
2. Organisers and lessees shall not use or store on the leased premises any flammable or explosive liquids, substances, or pyrotechnic materials. Heaters or large fans may not be used on the leased premises without the consent of facility management.
3. It is forbidden to obstruct side walks, doors, corridors, hallways, staircases, and other such areas. The organiser or lessee, as well as their representatives, service providers, and employees, may not use these areas for purposes other than entering, exiting, or moving around the premises.

4. Bicycles, motorcycles, and other vehicles are not allowed on the facility premises outside of the designated parking area.
5. Broadcasts, radio and television recording, filming, and picture taking are only allowed on the premises with the consent of facility management. Violation of this rule may result in immediate removal from the premises.

VIII. PARKING ACCESS

1. The car park is subject to the provisions of the Traffic Law Act of 20 June 1997 (Journal of Laws 2012, item 1137, as amended).
2. The car park speed limit is 5 km/h.
3. Car park users are obliged to comply with the instructions of security services.
4. The car park is not guarded. The car park operator will not store any vehicles or items located therein, or take any responsibility thereof, including for theft, regardless of whether parking was paid or free of charge.
5. Every car park user is responsible for damage caused in the car park to themselves and their vehicle, as well to the Manager and third parties.
6. Vehicles may only be parked in designated parking spots, with the exception of reserved spots. The Manager is authorized to tow vehicles at their owners' expense for non-compliance with this provision in the event of a sudden threat.
7. For safety reasons, it is forbidden to smoke, use an open flame, or park with an unsecured fuel cap.
8. Repairing, washing, and vacuuming vehicles, as well as replacing coolants, fuel, oil, and other similar activities are prohibited on parking spaces, internal roads, and entrance and exit ramps.
9. Littering or soiling the car park is prohibited.
10. Pedestrian traffic should only occur on designated surfaces. Blocking or hindering access to, or storing items on, such surfaces is prohibited.
11. Obstructing side walks, passages, or similar areas, or using them for purposes other than moving around the facility premises, is prohibited. Evacuation routes should be used only as intended. Blocking or hindering access to these routes in any way is forbidden.

IX. FINAL PROVISIONS

The Manager reserves the right to modify these regulations at any time by posting information on the facility website and on the facility premises.

REGULATIONS FOR VISUAL MONITORING AT MCK AND THE SPODEK ARENA

The Regulations for Visual Monitoring (VM Regulations) set forth the purposes and principles

of functioning of visual monitoring at the
“Spodek” Arena and the International Congress Centre in Katowice
(Facilities), managed by PTWP Event Center Sp. z o.o. with its registered office in Katowice
(PTWP EC) pursuant to a licence agreement
to organise events and manage the International Congress Centre and the
“Spodek” Arena (Licence Agreement).

1. INFORMATION CLAUSE

- 1.1. Visual monitoring of the Facilities provides for a view in real time and generates video recordings of the site, persons and events at the Facilities, including a view and recording of images of people at the Facilities. Such recorded images of persons at the Facilities may constitute personal data. The system supporting visual monitoring is operated by PTWP EC as the Facility manager and to the extent it will process personal data as specified above in the system, PTWP EC will be the controller of such personal data.
- 1.2. Contact details of the data controller: Plac Sławika i Antalla 1, 40-163 Katowice; odo@ptwp.pl.
- 1.3. Personal data acquired during visual monitoring shall be processed solely for the following purposes:
 - a. ensuring surveillance over and security of the municipal property of the City of Katowice made available to PTWP EC under the Licence Agreement;
 - b. monitoring of performance of contracts with counterparties or partners of PTWP EC;
 - c. monitoring of compliance with regulations of the Facilities and participation regulations in events held in the Facilities;
 - d. monitoring of abuse, offences and crimes;
 - e. handling of complaints and securing claims.
- 1.4. The legal basis to process the personal data acquired in visual monitoring is the need to accomplish the above purposes that stem from legitimate interests of the controller or third parties and the need to comply with the legal duty applying to the controller pursuant to Art. 50 of the Act on local self-government.
- 1.5. The legitimate interests of the controller consist in securing the municipal property and the property of the controller and ensuring surveillance over compliance with contracts and regulations relating to the Facilities and events held at the Facilities.
- 1.6. The controller may disclose the personal data acquired during visual monitoring to other recipients solely upon the lawful request of authorised entities or when it proves necessary for the legitimate purposes of third parties, e.g. to the company providing security services at the Facilities or events at the Facilities, to persons harmed as a result of offences and crimes committed at the Facilities. The controller may commission data processing to other entities in its behalf.
- 1.7. Subject to section 2.6 of the VM Regulations, the controller shall store the data solely

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- for the period that is required to accomplish the above purposes, however, no longer than until the expiry of the legal basis for processing; in the case of certain data, until receipt of a justified objection to such processing.
- 1.8. Subject to the scope, purposes and bases for processing the data acquired under visual monitoring, the data subjects shall have the following rights: the right to request access to the data; the right to have the data corrected; the right to have the data deleted; the right to have the data transferred; the right to request that the processing of the data is restricted; the right to be excluded from automatic decision taking, including profiling; the right to object to having the personal data processed; and the right to file complaints concerning personal data processing to the competent supervisory authority.
 - 1.9. In the event of any questions, comments or requests relating to the enforcement of the rights related to personal data processing, the data controller may be contacted at: odo@ptwp.pl.
- 2. SUBJECT OF AND OPERATING MODE OF VISUAL MONITORING**
- 2.1. The visual monitoring covers the interior of the Facilities and the neighbouring properties on which the Facilities are located. Visual monitoring is conducted on an ongoing basis 365/7/24.
 - 2.2. The purpose of the visual monitoring is to ensure the safety of people and property at the Facilities, in particular:
 - a. ensuring the safety of users of the Facilities and participants in the events held at the Facilities;
 - b. prevention and minimisation of reprehensible behaviour, hooligan behaviour and other undesirable behaviour posing a hazard to the health and safety of users of the Facilities, participants in events and property;
 - c. identification of the perpetrators of the reprehensible acts specified above;
 - d. restriction of access to the Facilities by unauthorised or undesirable persons;
 - e. compliance with the requirements resulting from the Licence Agreement or concerning, inter alia, to the organisation of mass events.
 - 2.3. Visual monitoring functions round the clock and images from monitoring are controlled in real time for prevention purposes by authorised persons.
 - 2.4. The visual monitoring does not use the function of face detection and the recorded persons are not indexed – the form of the material is only a chronological video recording. Video recording is saved on a physical medium, stored in a protected room with restricted access.
 - 2.5. The video recordings are stored for 30 days unless specific regulations require that such data is stored for a longer period. After expiry of the period, the recordings shall be automatically overwritten with the exception of situations when they are secured in line with applicable specific regulations.

3. RULES FOR USING RECORDINGS FROM VISUAL MONITORING

- 3.1. During the term of the Licence Agreement, PTWP EC shall be entitled to agree to securing (saving) recordings from visual monitoring and/to disclose such recordings to third parties. PTWP EC shall not disclose recordings from the monitoring to interested persons without an appropriate legal basis.
- 3.2. The persons whose data are processed within visual monitoring and other entities whose legitimate interests require the use of the recordings from visual monitoring may request PTWP EC in writing to secure or make available a recording from the monitoring; such request shall specify in particular:
 - a. an accurate legal basis for disclosure;
 - b. the applicant's legitimate interest;
 - c. the exact date and time of the recording;
 - d. identification of the monitoring camera, place of event and circumstances that the applicant wishes to identify on the basis of the recording, in particular, if the request covers the disclosure of the image of the applicant or of other persons. Such requests may be sent to PTWP EC Sp. z o.o. at Pl. Sławika i Antala 1, 40-163 Katowice, or email: monitoring@mckspodek.pl
- 3.3. PTWP EC shall be entitled to refuse access to the recorded video material, in particular, if the request is not complete, insufficiently justifies the access, the access if granted may be used to breach or abuse the law or access to the recording could disclose the personal data of third parties on the recording or otherwise breach the rights or freedoms of recorded persons.
- 3.4. PTWP EC may demand an additional fee for securing or making available recordings from visual monitoring.
- 3.5. PTWP EC shall provide or secure recordings from monitoring when so requested by law enforcement bodies or courts in compliance with the law. Such requests of law enforcement bodies or courts shall also comply with the requirements specified above, subject to applicable laws.

4. FINAL PROVISIONS

- 4.1. Any disputes or matters not provided for in these VM Regulations shall be resolved by PTWP EC at its discretion and in compliance with applicable laws.
- 4.2. The VM Regulations are a supplement to the regulation of the Facilities or regulations of events held at the Facilities.
- 4.3. Amendments to the VM Regulations shall be published by PTWP EC.