

REGULATIONS – SPODEK SPORT AND SHOW ARENA IN KATOWICE

I. GENERAL INFORMATION

1. Spodek 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 Conference Centre in Katowice, and the Spodek Sport and Show Arena.
2. Colliers International REMS Sp. z o.o. with its registered office in Warsaw, hereinafter referred to as the Manager, shall be responsible for the management of Spodek and enforcement of these regulations.
3. The Spodek Sport and Show Arena is intended to host sports competitions, cultural and entertainment events, and exhibitions. Mass events must be organised in accordance with the Act on Mass Events Security of 20 March 2009 (Journal of Laws No. 62, item 504, from 21 April 2009).
4. The building has been designed to provide safety to event participants when used as intended.
5. Persons on the premises are strictly obliged to observe the provisions of these regulations.
6. Order and 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.

SPODEK - ORGANISATIONAL REGULATIONS

II. ADMISSION to an event organised at Spodek shall be granted to:

1. Holders of valid tickets, which shall be kept for the entire duration of the event.
2. Holders of free admission passes issued by the event organiser.
3. Holders of valid ID cards for associations, organisations, and other institutions designated by the event organiser.
4. Holders of valid accreditation from the press, radio, television, or other media, issued by the event organiser.
5. Authorized representatives of state, municipal, or medical services (with valid ID cards) previously approved by the event organiser.

III. VEHICLE ENTRY ONTO THE BUILDING PREMISES shall only be allowed on the basis of an entry card issued by the event organiser, or on the basis of a valid document confirming fee payment, with the exception of official vehicles authorized to enter for performance of their statutory duties (marked vehicles).

IV. SAFETY RULES

1. The organiser shall separately list in the event regulations the detailed rules for entry and participation in the event.
2. On entering the building premises, visitors are obliged to present a valid ticket or invitation, and undergo an inspection by security services to the extent specified in these regulations.
3. Objects that may pose a direct threat to other event participants are strictly forbidden. These include firearms, gas weapons, electroshock weapons, pepper sprays, knives, sticks, chains, firecrackers, smoke grenades, lasers, other potential projectile weapons, etc.
4. It is forbidden to bring in and consume alcoholic beverages or other intoxicating substances, as well as glass, metal, or plastic containers.
5. Use of open flame or smoking tobacco is forbidden outside of designated areas.
6. Intoxicated persons shall be forbidden from entering despite having a valid ticket, and shall undertake to immediately leave the premises. In case of non-cooperation, they shall be escorted out by security services.
7. Visitors are obliged to occupy the seats/places indicated on their tickets. Security services are authorized to move persons in violation of this rule to their proper seats/places, and in case of non-cooperation, to remove them from the building.
8. It is forbidden to display banners or signs without the consent of the organisers, or shout vulgar or indecent language.
9. Dogs, cats, and other animals are not allowed on the premises (with the exception of exhibitions and presentations, guide dogs, and security and police dogs).
10. Persons in violation of these regulations or refusing to cooperate with security services shall be removed from the building without the right to a refund.
11. Upon exiting the building, tickets lose their validity and their holders are not authorized for re-entry.
12. Advertising and set design elements must be made from certified flame-resistant materials.
13. Advertising and set design elements improperly placed or in violation of fire safety regulations will be removed at the expense of the organiser.
14. Event employees and security services must be aware of the placement of fire extinguishers, as well as the rules of conduct in case of a fire.
15. The event organiser has the right to record the event, in particular the behaviour of participants, using sound and audio recording equipment.
16. Event security shall be provided by designated security services with prominently displayed picture IDs. **SECURITY SERVICES ARE AUTHORIZED TO:**
 - a) Check the authorization of event visitors.
 - b) Check IDs.
 - c) Inspect the contents of bags and clothing of persons suspected to be carrying any of the items referred to in point IV, 3 and 4, or other items prohibited by these regulations.
 - d) Request persons lacking valid authorization to leave the event.
 - e) Detain and turn over to the police anyone constituting a direct threat to human life, health, or protected property.
 - f) Remove persons exhibiting destructive behaviour from the event premises.

- g) Deny entry to persons who have been legally banned from:
- 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).
- h) To deny entry to persons who refuse to undergo the inspection procedures referred to in point 16 a-c of these regulations.
17. PTWP EVENT CENTER SP Z O.O. reserves the right to file a civil lawsuit claiming compensation for any damage to the building or its premises against persons who caused or contributed to its occurrence.
18. Disputes not regulated by these terms and conditions shall be regulated by the Civil Code.

V. DUTIES AND RESPONSIBILITIES OF THE EVENT ORGANISER

1. The organiser will gain access to the building and premises after both parties have signed the hand-over report.
2. 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)
3. The organiser should report any special needs as early as possible, e.g. large amounts of energy, authorization for certain events, etc. late notification could result in failure to meet these needs.
4. The event organiser is obligated to:
 - a. Secure the subject of lease from damage and destruction, and ensure order and safety of the facility and surrounding premises in accordance with the Act on Mass Events Security of 20 March 2009.
 - b. Provide information on: the number of seats/places in the building or on the premises where the mass event will be organised; the number of event security and staff; and possible threats to public order, including notification that the event is considered high risk (if necessary), as well as the number of people attending the event.
 - c. Have a valid civil liability insurance policy for any damage to event participants.
 - d. Designate a representative to ensure the security of event participants (a security manager).
 - e. Comply with the provisions of the Act on sensible drinking and prevention of alcoholism (Journal of Laws 2007, item 473, consolidated text as amended).

- f. 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:
- 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.
 - 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.
 - 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.
 - Fabric or other materials may not be hung from the ceiling, as they may inhibit the function of sprinkler systems or smoke detectors.
 - 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.
 - Arrangement of design elements and technical equipment may not reduce or block evacuation routes.

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.

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.

The organiser is responsible in particular for:

1. Safety when using special effects during artist performances.
2. Connection of sound systems, lighting systems, etc.
3. Ensuring that evacuation routes are clear, both inside and outside of the building.
4. Behaviour of the audience, including elimination of any behaviour that may pose a threat.
5. Ensuring fire safety.

6. The organiser shall bear material liability for the leased premises and any equipment located therein and agree to cover any losses incurred during the period of lease.
7. The organiser shall bear liability for any accidents occurring during the period of lease.

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.

VI. 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. 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.
2. 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.
3. Bicycles, motorcycles, and other vehicles are not allowed on the facility premises outside of the designated parking area.
4. 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.

VII. 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. Any observations or comments concerning irregularities or questionable activity must immediately be reported to car park security.
11. Pedestrian traffic should only occur on designated surfaces. Blocking or hindering access to, or storing items on, such surfaces is prohibited.
12. 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.

VIII. 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 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.