

Appendix 3

REGULATIONS OF THE INTERNATIONAL CONGRESS CENTRE IN KATOWICE

I. GENERAL PROVISIONS.

1. The Regulations shall apply on the premises of the International Congress Centre, hereinafter referred to as the "ICC", located in Katowice at Olimpijska Street.
2. The ICC has been handed over to be managed by PTWP EVENT CENTER SP. Z O.O., with its registered office in Katowice, under a licence agreement on the organisation of events and management of the International Congress Centre and the Spodek Sports and Entertainment Arena.
3. The management of the ICC and the supervision over the execution of the provisions of these Regulations is carried out by Agis Management Sp. z o.o. with its seat in Rumia, hereinafter referred to as the "Manager".
4. The ICC (Facility) is a venue for mass, sports, entertainment, and cultural events, as well as exhibitions, trade fairs, and scientific symposia, and also other events not subject to the requirements of the Act on the Security of Mass Events.
5. Anyone staying on the ICC premises shall be obliged to absolutely observe the provisions of these Regulations.
6. The order and safety of spectators and users of the ICC is ensured by the observance of the provisions of these Regulations as well as by the observance of legal regulations, safety and fire regulations and the Act on the Security of Mass Events 20.03.2009 (Journal of Laws of 2013, item 611, as amended) and its implementing acts.

II. RULES FOR ACCESS TO THE ICC PREMISES

1. Rights of access to the ICC Facility is granted to holders of:
 - a) Valid tickets for the event;
 - b) Invitations for guests – access cards issued by the event organiser;
 - c) IDs issued by the event organiser;
 - d) Valid identity cards of representatives of state authorities, communal authorities, medical staff, authorised to perform any type of inspection – upon prior reporting to the representatives of the event organiser.
2. Individuals not holding any of the aforementioned documents may access the external area of the ICC and the selected publicly accessible areas within the ICC between 8.00am and 8.00pm.
3. The security staff is authorised to check, including verification of identity of individuals – both upon granting access to the ICC premises and during their stay in the ICC premises – for the purpose of ensuring that they do not pose a security risk due to consumption of alcohol or drugs, or as a result of hazardous objects brought onto the premises.
4. Access of vehicles to the premises of the Facility may be granted only against an access card issued by the organiser.
5. Access to the ICC premises is not granted to individuals against whom any judgement has been passed:
 - Forbidding access to mass events, as punishment for infringements referred to in Article 22 of the Act on Security of Mass Events; or
 - Obligations to refrain from frequenting mass events, issued by a court to a convicted person in connection with the conditional suspension of a custodial sentence or to a minor under Article 6 (2) of the Act of 26 October 1982 on proceedings in juvenile matters (Journal of Laws No. 11 item 109 of 202, as amended).
6. Anyone accessing the ICC premises must have an ID card or any other identity document with a picture, pursuant to which their identity may be proven, except for juveniles escorted by an adult.
7. Juveniles (up to the age of 13) are allowed to stay on the ICC premises only if accompanied by parents or other adults.
8. The ICC is equipped with a monitoring system used for recording:
 - a) The image of anyone entering the premises;
 - b) The course of the event and conduct of the audience (image and sound);
 - c) Individuals staying in the service and the backup areas.
9. Anyone entering the ICC premises may be subjected to control, including inspection of their belongings or luggage; otherwise, should they refuse to subject themselves to the aforementioned control, they may not be permitted access to or removed from the ICC premises.
10. Individuals without a ticket or other evidence allowing entrance, found to be or suspected to be under the influence of alcohol, drugs or other intoxicants due to their behaviour or appearance, or behaving in a manner which might compromise safety, be will be refused entry to the ICC premises.

III. ADMISSION TICKET, INVITATION, ENTRANCE CARD

1. The admission ticket provides its holder with rights and imposes obligations as set out further in these Regulations, as well as the regulations of the event, prepared by the organiser.
2. Tickets are purchased by entering into a contract with the event organiser under the terms and conditions set forth by the organiser, and oblige the purchaser to comply with all rules applicable to the ICC contained in the ICC Regulations and the rules set out in the regulations of the event by the organiser.
3. **Admission tickets or invitations authorise participants to:**

PTWP Event Center sp. z o.o. | 40-163 Katowice, Plac Sławika i Antalla 1 |

| email kontakt@mckspodek.pl | www.mckkatowice.pl | www.spodekkatowice.pl

The Company is registered in the District Court for Katowice-Wschód in Katowice, 8th Commercial Division of the National Court Register, KRS number 0000481739, NIP (Tax Identification Number): 634-28-22-286, REGON (Statistical Identification Number): 243393126

- a) Navigate the ICC zones and sectors designated for the audience and take the seat specified in the ticket/invitation;
 - b) Participate in the event at the time determined by the organiser;
 - c) Use the designated cloakrooms, toilets, catering outlets and other premises available for the duration of the event.
- 4. Event participants shall be obliged to:**
- a) Show their valid ticket upon request of relevant security personnel;
 - b) Deposit any prohibited items in designated places;
 - c) Use only the access and exits and the ICC passage routes designated during the event;
 - d) During the event and while on the ICC premises, behave in a manner generally accepted and in accordance with the norms, customs, and principles of culture and respect for other people;
 - e) Hold a ticket for the entire duration of their stay on the ICC premises;
 - f) Immediately report to relevant security personnel any irregularities and behaviour of other individuals which may pose a threat to people or property;
 - g) Comply with the provided and applicable ICC Regulations, orders and recommendations of relevant personnel, the Police, State Fire Service and Emergency Medical Service;
 - h) Comply with all messages issued during their stay on the ICC premises.
- 5. All complaints regarding the ticket and the organisation of the event may be reported by participants to the event organiser at designated information desks.**
- 6. It is forbidden to bring and possess the following items on the ICC premises:**
- a) Alcoholic beverages, intoxicants, or psychotropic substances;
 - b) Weapons of all kinds and knives, chains, clubs, cudgels, machetes;
 - c) Hard items and items with sharp points;
 - d) Other dangerous items that can be used as a weapon or projectile;
 - e) Containers with gas, caustic, poisonous or dyeing substances or other objects and devices used to spray them;
 - f) Bottles made of glass, plastic, and metal cans;
 - g) Large objects such as ladders, tables, chairs, boxes, suitcases, etc.;
 - h) Explosives, pyrotechnic articles, and fire hazardous materials;
 - i) Instruments and mechanical devices for producing excessive sounds and noises and trumpets, laser pointers;
 - j) Specific clothing components that can be used to mask the face in order to prevent identification;
 - k) Helmets, umbrellas with a sharp point;
 - l) Flags for banners and banners, unless agreed with the event organiser.
- m) Drinks and food products purchased outside the MCK area
- 1. In addition, event participants event are forbidden to:**
- a) Occupy seats not provided for in the admission ticket;
 - b) Enter areas that are not permitted for event participants (e.g., all indoor spaces, service rooms, building elements, barriers, etc.);
 - c) Throw any objects, use vulgar words, sing obscene songs, insult anybody;
 - d) Display and exhibit inscriptions and banners with offensive, provocative, racist content, or any content that may infringe the personal rights and feelings of other people;
 - e) Ignite fire, light fireworks, firecrackers and flares;
 - f) Smoke tobacco and cigarettes inside the ICC;
 - g) Write, draw or paint on buildings, walls and devices or label them with any type of print;
 - h) Sell any goods, tickets, entry cards without the organiser's consent;
 - i) Hand out any fliers and leaflets, campaign and collect money or any other collection without the event organiser's consent;
 - j) Bring animals (not applicable to dedicated exhibitions, guide dogs and dogs of security personnel, as well as police dogs);
 - k) Satisfy their bodily functions outside toilets;
 - l) Litter the ICC premises;
 - m) Use the infrastructure and equipment located on the ICC premises in a manner inconsistent with its purpose;
 - n) Cover their faces in a manner preventing identification;
 - o) Record events taking place on the ICC premises and use cameras, video cameras, and other such devices recording sound or image, except for strictly private use, unless allowed by the regulations of the organiser of a specific event.
- 2. Recording of events is possible only for persons accredited by the event organiser.**

IV. RULES FOR MAKING THE ICC AVAILABLE TO EVENT ORGANISERS

- 1. The lease of the ICC is based on a lease agreement, upon acceptance of the regulations and instructions applicable at the ICC.
- 2. The ICC will be made available to the organiser after bilateral signing of a handover report for the ICC or its part.
- 3. The organiser shall be obliged to conclude relevant insurance contracts against third party liability for the activity performed and third party liability of the lessee of a real property, including the lessee's liability for the lessor's movable property.

4. The organiser accepts responsibility for the proper condition of the ICC premises, equipping the Facility in accordance with the handover report and for damage resulting from events during the use of the Facility. The organiser's liability during the event organised is risk-based. The organiser undertakes, at all times while using the ICC, to provide full cover, at its own risk and expense, for people and property located within the premises during that time, taking into account all conditions and circumstances related to the type and nature of the event. The organiser's liability in this respect shall cover any damage to people or property that has occurred during the event within the premises and any claims of third parties due to the aforementioned reasons. The level of security, as well as activities and technical measures undertaken by the Contractor should comply with the requirements resulting from the applicable laws, including in particular the Act on Security of Mass Events of 20 March 2009 (Journal of Laws of 2013, item 611, as amended).
5. During the event, the organiser shall ensure full compliance with all occupational health and safety (OHS) regulations and rules, as well as fire prevention (fire safety) regulations in the scope of the activities conducted.
In particular:
 - a) All elements of the stage design, equipment used by the organiser must have valid certificates specifying their fire resistance, the materials used, to a non-flammable degree at least. Certificates must be issued by research institutes located in Poland or the European Union. Additionally, it is acceptable to use materials that have been subjected to fire protection as documented by a report defining the fire resistance level mentioned above;
 - b) It is forbidden to use stage design elements made of materials whose thermal decomposition products are highly toxic or smoke intensely, even if fire protection (impregnation) is to be used;
 - c) No materials without fire resistance classification may be stored in the escape routes. It is unacceptable to store containers for AV and other equipment ("cases") in the foyer due to blocked access to the hydrant;
 - d) It is forbidden to suspend fabrics or other materials from the ceiling because of the effectiveness of the installed sprinkler system and detection elements of the fire protection system;
 - e) Elements of the stage design must not cover the signs of escape routes and exits or impede access to fire-fighting equipment (fire extinguishers, hydrants) deployed in the foyer and manual buttons for fire reporting.
6. The setting of the stage design and equipment for technical service must not cause any obstruction of the escape routes.
7. Equipment and other devices used during the event shall have certificates or approvals for use on the Polish market.
8. The Facility must not be used for events that:
 - a) Hurt religious feelings;
 - b) Are contrary to generally accepted principles of ethics;
 - c) Promote values and content prohibited by law;
 - d) Pose a threat to the Facility and its safe usage;
 - e) Present content that can undermine the reputation and brand of the Facility;
 - f) Infringe the personal rights of the City of Katowice or third parties, violate the dignity of third parties, are detrimental to the image of the City of Katowice or pose a threat to public order.
9. PTWP EC has the exclusive right to affix direct and indirect suspension points to the fixed roof structure of the ICC. The service shall be charged separately as an additional order, depending on the scope of the order. Orders shall be e-mailed to: podwieszenia@mckspodek.pl.
10. The organizer cannot hang, place, or stick any objects or information in the rental area, including walls, in the building, or its surroundings without PTWP's consent.

V. CONDUCT ON THE ICC PREMISES

1. Anyone staying on the ICC premises should behave so as not to harm or threaten other people.
2. Participants of events in the ICC are required to comply with the orders of the Police, the State Fire Service, security personnel and recommendations of the organiser, and if the event is a mass event, also with regulations governing the organisation of mass events.
3. Designated entrances and exits, as well as passageways and evacuation routes must always be kept unrestricted. It is forbidden to park vehicles and store goods there. Vehicles, devices and goods left on these roads shall be removed at the expense and risk of their owner or holder.
4. There is fire-fighting equipment available on the ICC premises, with instructions on how to use it. The organiser and participants are obliged to use the equipment in accordance with its intended purpose.
5. All fire protection equipment. (fire extinguishers, signalling push-buttons, fire hydrants, fire detectors), and escape doors and their markings must be accessible and visible at all times; these must not be blocked.
6. The organiser shall be obliged to keep the venue clean during the event every day. Cleaning should take place on a daily basis before opening or after closing the event for participants.
7. Unloading and loading of devices, goods, etc. takes place during the hours of normal operation of the ICC and in a manner that does not hinder the normal operation of the ICC.
8. The organiser shall be obliged to provide the Facility Manager with information about technical parameters and properties of exhibits that could pose a threat.

PTWP Event Center sp. z o.o. | 40-163 Katowice, Plac Sławika i Antalla 1 |

| email kontakt@mckspodek.pl | www.mckkatowice.pl | www.spodekkatowice.pl

The Company is registered in the District Court for Katowice-Wschód in Katowice, 8th Commercial Division of the National Court Register, KRS number 0000481739, NIP (Tax Identification Number): 634-28-22-286, REGON (Statistical Identification Number): 243393126

9. Alcohol consumption in the ICC premises is allowed only in places intended for this purpose (bars), unless otherwise provided for in the agreement concluded between PTWP Event Center sp. z o.o. and the organiser.
10. It is forbidden to bring alcohol to the ICC, unless otherwise provided for in the agreement between the ICC and the organiser.
11. Anyone destroying the property of the ICC shall be held accountable.
12. The security personnel are authorised to use all permitted means of persuasion in relation to Participants disturbing the order or threatening others staying on the ICC premises.
13. PTWP Event Center sp. z o.o. shall not be responsible for items left on the ICC premises, unless otherwise stated in agreements concluded by the ICC with the relevant participants.
14. On the ICC premises, it is prohibited to:
 - a) Use open fire;
 - b) Smoke outside designated areas;
 - c) Store any types of packaging, paper, and other materials posing a fire hazard outside the stands;
 - d) Restrict access to electrical switchboards, hydrants, hand-held extinguishing equipment, fire alarm push-buttons, electric energy switches, emergency exits, etc.;
 - e) Collect and store combustible or toxic substances, and also use flammable or explosive mixtures of liquids as cleaning agents;
 - f) Leave machinery and technical equipment after the end of work or presentation without cleaning liquids, dust, greases, oils and production waste;
 - g) Leave greasy, oily rags and wipers without proper protection, substances whose interaction may cause auto-ignition or explosion;
 - h) Bring in and use, with no separate arrangements with the fire protection service, any bottles with combustible gases, including camping gas bottles;
 - i) Leave machinery and technical equipment unprotected against unauthorised activation or use during breaks, after completion of work or presentation.

VI. OBLIGATIONS AND RESPONSIBILITIES OF MASS EVENT ORGANISERS

1. The organiser is obliged to comply with all obligations resulting from the Act on Security of Mass Events of 20 March 2009 (Journal of Laws of 2013, item 611, as amended) and executive acts issued on its basis, the Act on upbringing in sobriety and counteracting alcoholism (Journal of Laws of 2012, item 1356, as amended) and others applicable to the organised event.
2. The organiser shall be required to obtain consent of the Mayor of Katowice to organise a mass event, and also all consents, permits, and decisions required by the law. If an event is organised which is not a mass event, the organiser shall be required to obtain the relevant permits.
3. The organiser is responsible for the order and safety of the organised event, as well as for the safety of people taking part and staying within the Facility further to the event. The organiser shall also protect the ICC and the area around the facility against damage, destruction and devastation, and shall take measures to prevent personal and material damage.
4. The organiser shall be obliged to hold valid insurance policies: third party liability of the lessee and the event organiser under the terms and conditions set out in the lease agreement.
5. The organiser appoints an individual in charge of the safety of people participating in the mass event (safety manager).
6. **The organiser is obliged to provide information about:**
 - a) The maximum number of people in the Facility, including the participants in the event and service personnel;
 - b) possible risk to public order, including information on the need, if any, to classify the mass event as a high-risk event, and on the number of security and information personnel.
7. **The event organiser is responsible for:**
 - a) Ensuring fire safety;
 - b) Keeping internal and external escape routes clear;
 - c) Safety during special effects during the course of the event;
 - d) Safe installation and condition of stage design elements, lighting ramps;
 - e) Sound system and all stage structures;
 - f) Safe use of all devices in accordance with the technical documentation, their purpose and applicable regulations;
 - g) Conduct of participants in the event and elimination of any behaviour that may pose threat to property, health and life;
 - h) Unfortunate accidents that occurred during the period when the facility is made available.
8. The organiser shall be financially responsible for the subject of the lease along with its equipment and shall be obliged to cover any losses incurred while using the facility.
9. In the case of demand for unusual services, e.g., high-power connections, permits for shows requiring consent, they shall be notified by the organiser as soon as possible. Late notification may result in inability to provide them.
10. Not later than 14 days before commencement of installation, the organiser shall be obliged to submit appropriate documents related with the event for approval, in particular:
 - a) The design of structures approved by the state fire service;

- b) The electrical system design, with specification of the power consumption, arrangement of three-phase devices, location of special lines and telecommunication equipment;
- c) The design of the water supply and sewage discharge system;
- d) Appropriate certificates and fire retardant certificates for materials used for construction of stands;
- e) A copy of the insurance policy.

VII. PROHIBITED USE

- 1. It is prohibited to perform marketing and door-to-door sales in the Facility, and also to use the leased Premises for gambling, organising auctions and conducting activities aimed at disseminating other information or conducting activities prohibited by law. The organiser or the lessee may request any salespeople, sellers, traders, as well as other individuals disturbing or hindering the activities carried out within the premises of the Facilities, or undesirable for other reasons to leave the building.
- 2. The organisers or lessees shall not use or store any flammable or explosive liquids or substances or pyrotechnic lighting materials in the leased rooms, either. It is not permitted to use radiators or large fans in the leased rooms without the Manager's consent.
- 3. It is not permitted to obstruct the use of pavements, doors, corridors, halls, staircases, and similar areas. The organiser or the lessee and their representatives, service providers and personnel must not use such areas for purposes other than entering and leaving the leased premises or moving from one part of the Facility to another part of the Facility and/or common areas.
- 4. No bikes, motorcycles or similar vehicles may enter the Facility outside the designated parking area.
- 5. Broadcasts, radio and television recordings, filming and taking photos in the Facility may take place only with the Manager's consent. Breach of this provision may result in immediate removal from the Facility in each case.

VIII. ACCESS TO THE CAR PARK

- 1. The provisions of the Road Traffic Act of 20 June 1997 (Journal of Laws of 2012, item 1137 as amended) shall apply to the car park area.
- 2. There is a speed limit of 5 km/h in the car park area.
- 3. Those who use the car park are required to comply with all instructions of the security personnel.
- 4. The car park is not guarded. The car park operator does not accept vehicles left there or items left in vehicles for safekeeping and does not bear any responsibility for vehicles or items left, including no liability for theft, regardless of whether fees have been incurred for using the car park, or whether the use has been free of charge.
- 5. Every user of the car park shall be liable for any damage caused in the car park area both in respect to themselves and their vehicle, as well as the Manager and third parties.
- 6. Vehicles may be parked only in parking spaces designated for such purpose, with the exception of reserved places. In the event of non-compliance with the above provision in the case of emergency, the Manager shall be authorised to tow the vehicle away at the user's expense.
- 7. For safety reasons, it is forbidden to: smoke and use open fire, park vehicles with a leaky filler cap.
- 8. It is forbidden to repair, wash, vacuum clean vehicles, replace coolants, fuel, and oil, as well as perform any other similar activities in parking places, internal roads, entry and exit ramps.
- 9. It is forbidden to pollute the car park, in particular by leaving garbage outside the bins provided for this purpose.
- 10. Pedestrian traffic takes place in the areas intended for this purpose. It is forbidden to block and obstruct access to these areas, as well as to place any objects there.
- 11. It is forbidden to block pavements, passages and similar areas, and use them for purposes other than moving around the ICC. Escape routes shall be used for their intended purpose only. It is forbidden to block them in any way and to obstruct full access to them.

IX. FINAL PROVISIONS

The Manager reserves the right to amend these Regulations at any time in the form of a notice published on the website and make the amendments available in the ICC premises.

REGULATIONS FOR VISUAL MONITORING ON THE ICC PREMISES AND IN THE SPODEK ARENA

The Regulations for Visual Monitoring (the 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 on the organisation of events and management of the International Congress Centre and the Spodek Sports and Entertainment Arena (the 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 processes personal data as specified above in the system, PTWP EC shall 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 in the course of visual monitoring shall be processed solely for the following purposes: ensuring surveillance over and security of the communal property:
 - a) 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 regulations for participation 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 for the processing of personal data acquired during 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 obligation of the controller pursuant to Article 50 of the Act on Local Self-Government.
- 1.5 The legitimate interests of the controller consist in securing communal property and the property of the controller and ensuring supervision over compliance with contracts and regulations relating to the Facilities, as well as events organised in 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 other entities with data processing on its behalf.
- 1.7 Subject to item 2.6 of the VM Regulations, the data shall be stored by the controller only for the period required to accomplish the above purposes, however not longer than until 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 basis for the processing of the data acquired under visual monitoring, the data subjects shall have the following rights: the right of access to the data, the right to have the data rectified, the right to have the data deleted, the right to data portability, the right to request restriction of processing, the right to be excluded from automatic decision taking, including profiling, the right to object to having the personal data processed, the right to lodge complaints concerning personal data processing to the competent supervisory authority.
- 1.9 In the event of any questions, comments or requests relating to exercising of the rights related to personal data processing, the data controller may be contacted at: odo@ptwp.pl.

2. Subject and operating mode of visual monitoring

- 2.1 Visual monitoring covers the interior of the Facilities and the neighbouring properties on which the Facilities are located. Visual monitoring is conducted on a 365/7/24 basis.
- 2.2 The purpose of visual monitoring is to ensure the safety of people and property at the Facilities, in particular:
 - a) Ensuring safety to 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, among others, 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 Visual monitoring does not use the function of face detection, the recorded individuals are not indexed, and the material is only a chronological video recording. Video recordings are saved on a physical medium, stored in a protected room with restricted access.
- 2.5 Video recordings are stored for 30 days, unless a longer storage period is required under specific regulations. After expiry of the period, recordings shall be automatically erased by overwriting, except for situations when the recordings have been secured under specific regulations.

PTWP Event Center sp. z o.o. | 40-163 Katowice, Plac Sławika i Antalla 1 |

| email kontakt@mckspodek.pl | www.mckkatowice.pl | www.spodekkatowice.pl

The Company is registered in the District Court for Katowice-Wschód in Katowice, 8th Commercial Division of the National Court Register, KRS number 0000481739, NIP (Tax Identification Number): 634-28-22-286, REGON (Statistical Identification Number): 243393126

3. Rules for using recordings from visual monitoring

- 3.1 During the term of the Licence Agreement, PTWP EC shall be entitled to grant consent to secure (save) 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 Persons whose data are processed under 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 provide access to a recording from monitoring; such a request shall specify in particular:
- a) The precise legal basis of 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 the circumstances that the applicant wishes to identify on the basis of the recording, in particular if the request covers disclosing 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 Antalla 1, 40-163 Katowice, or e-mail: monitoring@mckspodek.pl
- 3.3 PTWP EC shall be entitled to refuse access to the recorded video footage, in particular if the request is not complete, insufficiently justifies access, if granted access may be used to breach or abuse the law, or access to the recording could disclose the personal data of third parties recorded or otherwise breach the rights or freedoms of the recorded persons.
- 3.4 PTWP EC may demand an additional fee for securing or granting access to recordings from visual monitoring.
- 3.5 PTWP EC shall provide or secure recordings from monitoring when so requested by law enforcement authorities or courts made in compliance with the law. Such requests by law enforcement authorities or courts should also comply with the requirements specified above, subject to the 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 constitute a supplement to the regulations of the Facilities or regulations of events held at the Facilities.
- 4.3 Amendments to the VM Regulations shall be published by PTWP EC.