

REGULATIONS 32

GENERAL PROVISIONS

1. The purpose of this Regulations [the Regulations] is to determine the rules of access and use of 32nd floor [the Observation Floor] in the Olivia Star building located in Gdańsk, al. Grunwaldzka 472C [the OS Building].
2. The purchase of a ticket to the Observation Floor entails the acceptance of this Regulations.
3. The rules mentioned in this Regulations shall apply to all Users of the Observation Floor.
4. Due to its specificity, the commercial, gastronomic and office activities carried out in dedicated areas of the OS Building can be additionally regulated in a separate Regulations.

ACCESS AND TICKETS

5. The access to the Observation Floor is only possible with a valid ticket, subject to the presentation of the ticket or a reservation number by the individual for whom the access ticket was bought [a Guest]. The access ticket authorizes a Guest to enter the Observation Floor and stay on the Observation Floor on the date and for an hour of the time specified on the ticket.
6. A ticket can be bought online at www.oliviastar.pl and in ticket offices on the ground floor of the OS Building. Tickets are sold by Olivia Star Top sp. z o.o. with the registered office in Gdańsk, al. Grunwaldzka 472C, KRS 0000785038, NIP 5842783933, Regon 383308043, equity amounting to PLN 5,000 [the Operator].
7. A single entry ticket entitles the Guest to a maximum 2-hours stay on the Observation Deck, but not longer than until 10:00 PM. A ticket can only be used by one person for a one-time uninterrupted access and it is prohibited to give the ticket (against payment or free of charge) to third parties for their use. Leaving the Observation Floor before the end

of the period for which the ticket has been purchased does not authorise the holder to return to the Observation Floor in order to use it for the rest of that period.

8. Subject to the second sentence of this section, the purchase of goods in gastronomic outlets on the Observation Floor authorizes a Guest to spend an additional half-hour on the Observation Floor after the time specified in the ticket, i.e. for each PLN 30 spent, a Guest receives a voucher authorizing them to stay on the Observation Floor for another half an hour. The purchase of goods in gastronomic outlets on the Observation Floor after 9:00 p.m. does not extend the permitted stay on the Observation Floor.
9. After exceeding the allowed duration of stay on the Observation Deck, the Guest is obliged to settle an additional fee of PLN 6 for each subsequent started 30 minutes in accordance with the current price list. The Guest is obliged to return the admission ticket at the reception after the end of the visit. If the Guest loses his or her admission ticket during the stay on the Observation Deck, he or she is obliged to pay an additional fee of PLN 50.00. The fee is fixed, not subject to discounts and applicable to everyone with no exceptions.
10. Opening hours of the Observation Floor: 10.00 a.m. – 10.00 p.m. The last entry is at 9.00 p.m.
11. Staying on the Observation Floor beyond its opening hours is prohibited except during closed events.
12. The arrival before the entry time specified in the ticket does not make it possible to enter the Observation Floor early.
13. Ticket fees are not refundable if the ticket is not used in part or in whole.
14. The pool of tickets for sale is limited. The sale is blocked after tickets for a specific time are sold. The purchase possibility depends on the number of tickets available every time.
15. The Operator is not responsible for any mistakes made when buying a ticket including the selection of a wrong date and time or a wrong number of tickets.
16. The copying or sales of tickets to third parties are prohibited.

DISCOUNTS

17. The current pricelist is available at www.oliviastar.pl and in the ticket office on floor 0 of the OS Building.

18. If a ticket is purchased at an applicable discount, the Guests shall be obliged to present ID cards and other documents in evidence of their right to a discount.
19. The table of valid discounts is available in the current pricelist at www.oliviastar.pl and in the ticket office on floor 0 of the OS Building.

SAFETY

20. Children below 15 years of age have to be accompanied by an adult to access the Observation Floor and cannot stay on the Observation Floor unattended. Caretakers are responsible for the actions and omissions of persons they take care of.
21. Everyone will be subjected to a personal inspection before entering the Observation Floor, in particular, in the forms listed below:
 - a) can be asked to open the baggage to make the inspection of its contents possible,
 - b) going through the access control gates,
 - c) inspection with the use of a hand-held metal detector for safety reasons. In the course of the inspection, the Guests are obliged to comply with instructions issued by the Operator's staff, e.g. can be asked to take off their hats, coat, metal parts of their outfit or other elements of the clothing that hinder the identification and inspection.

The access to the OS Building and to the Observation Floor is controlled and monitored by a specialized entity providing area security services.

22. The Operator reserves the right to deny the access to the Observation Floor to individuals behaving in a manner that is aggressive, blatant or hostile to others, to individuals who pose a threat to themselves or to others, being under the influence of alcohol, drugs or other narcotic substances or failing to comply with this Regulations, or to make them leave the Observation Floor. No reimbursement of ticket costs is applicable in such a situation.
23. It is prohibited to bring materials considered dangerous, including easily flammable materials, glass bottles, pyrotechnical and other materials that can entail a risk to life or health or property damage. Bringing in and having weapons as understood in the Act of 21 May 1999 on weapons and ammunition (Journal of Laws of 2017, item 1839) is strictly prohibited in all parts of the OS Building. The rules regulating the bringing in of weapons to the OS Building by internal security services carrying out their duties pursuant to the

Act of 22 August 1997 on the protection of people and property (Journal of Laws No. 114, item 740) were set out in separate provisions.

24. Bringing in animals to the OS Building is prohibited except for properly trained and specially labelled assistance dogs, in particular, guide dogs of the blind or partially sighted people and assistance dogs to reduced-mobility people, facilitating an active participation in the social life to such people.
25. The number of people simultaneously staying on the Observation Floor is limited to 300 people.
26. The Operator's staff can suspend the entry of the Guests to the Observation Floor every time they consider it necessary for the correct and safe use of the Observation Floor including, in particular, in the event of a risk to the lives or health of the Guests. The Guests staying on the Observation Floor shall be requested to leave the OS Building in such a situation.
27. The Operator reserves the right to close the observation deck on the Observation Floor or the Observation Floor at its discretion for technical or other reasons subject to the prior notice published on the website and announcements in ticket offices.
28. The Guests staying on the Observation Floor are obliged to comply with recommendations and guidelines of the Operator's staff as regards the use of the Observation Floor.
29. The Guests can apply for the reimbursement of purchase costs of those tickets that cannot be used in the event of an unannounced closure of the Observation Floor. The Operator shall not be responsible for any other costs or losses including costs of travel in connection with the closure of the Observation Floor.
30. Entry to the external observation deck on the Observation Floor is only possible in favourable weather conditions enabling the safe stay on the Observation Floor. The Operator is not responsible for a limited visibility or other inconvenience due to weather conditions.
31. The entry to and exit from the Observation Floor takes place by the lift with a maximum capacity of 21 people or 1800 kg.
32. Audio and video are recorded in the CCTV system for safety reasons. Each Guest accepts the above-mentioned terms and consents to the use of materials for safety maintenance and monitoring purposes.

33. The Guests visiting the Observation Floor are responsible for their safety and for the safety of people under their care, especially children.
34. The Operator is not responsible for any direct or indirect losses arising during the stay on the Observation Floor, including in unexpected situations such as an evacuation.
35. It is highly forbidden to display any objects beyond the balustrade line.

TERMS OF USE

36. If, according to the Operator, the behaviour of a Guest endangers a person or the property present on the Observation Floor or hinders the performance of duties of the Operator's staff, if the Guest fails to comply with instructions issued by the Operator's staff, in particular, regarding the prohibitions and restrictions related to smoking, the use alcohol and drugs on the Observation Floor or behaves in a manner that can cause or causes inconvenience, loss or injury of third parties or of the Operator's staff the Operator can take appropriate steps it considers necessary to stop such behaviour. The Operator reserves the right to remove a Guest from the Observation Floor and to deny the access in the future as well as to hold the Guest liable for actions committed on the Observation Floor. No ticket cost reimbursement applies in such a situation.
37. Bringing in food, food products and drinks to the Observation Floor is also prohibited. The preceding sentence does not apply to food products intended for infants and to medical substances.
38. Consumption of food products and drinks on the Observation Floor is possible only if they are purchased in gastronomic outlets on the Observation Floor and only in designated places.
39. The Guests can take photos and record videos only for their personal use. The commercial distribution of photos and recordings (for financial gain) or marketing with no prior written consent of the Operator under pain of nullity is prohibited.
40. The list of objects that cannot be brought in is presented in the appendix to this Regulations.
41. The Operator is not responsible for any damage, loss or theft of personal objects belonging to the Guests.

42. The disabled can count on the help of the OS Building staff. The Observation Floor is accessible to wheelchairs.
43. Noisy and inappropriate behaviour disturbing the comfort of other people present on the Observation Floor is prohibited. In such a situation, the disturbing Guest shall be obliged to leave the OS Building.
44. Leaning out, throwing or spilling anything including liquids beyond the Observation Deck is prohibited. The Guests are solely responsible for losses due to the spillage or objects thrown out of the observation deck. The Operator is not responsible for any losses due to the spillage, objects thrown out or falling down the Observation Deck.
45. Polluting and littering the OS Building is prohibited.
46. Destroying elements of interior design, equipment and objects present in the OS Building is prohibited.
47. Individuals staying in the OS Building are not allowed to intimidate, insult or threaten anyone staying on the Observation Floor for political, racial, religious, sex or other grounds.
48. The Operator reserves the right to refuse the access to the Observation Floor to those individuals who have previously violated the terms of this Regulations.
49. Smoking is strictly prohibited in all parts of the OS Building except in designated smoking rooms.
50. Any guest smoking in the OS Building beyond the designated areas shall be fully responsible for all losses related to such a violation. Triggering the fire alarm entails the obligation to pay the penalty amounting to PLN 500.00 for each violation and to cover related costs including, in particular, costs being the consequence of the alarm triggering. The Operator may seek remedy for damages in an amount exceeding the penalty mentioned in the preceding sentence.

ADDITIONAL CLAUSES

51. The Operator shall not be responsible for weather conditions and the resulting visibility. The ticket cost shall not be reimbursed in the event of a limited visibility or other inconvenience due to weather conditions.

52. The ticket purchase cost shall not be reimbursed to those Guests who do not use the Observation Deck for various reasons (e.g. the fear of heights).
53. Staying on the Observation Floor can cause potential nausea or vertigo. The Operator is not responsible for the discomfort and individual bodily reactions related to the entry and stay on the Observation Floor.
54. Obstructing communication routes on the Observation Floor with any objects hindering the traffic on the Observation Floor is prohibited.
55. The Guests are not allowed to take the following actions in the OS Building without the prior written consent of the Operator under pain of nullity:
1. distribute promotional materials,
 2. carry out auctions, market research, etc.,
 3. organize photo sessions, shows for the public,
 4. place advertisements,
 5. carry out the sales,
 6. conduct any religious, unionist or political activities.
56. In the event of the failure of devices or equipment of the Observation Floor, in particular, the lighting, marking, etc., a Guest shall report the fact to the Operator's staff immediately.
57. The Guests are responsible for losses caused by them on general terms set out in the Civil Code subject to provisions to the contrary contained herein.
58. All persons staying in the OS Building have to comply with safety procedures and guidelines and act in line with the instructions. The failure to comply with this Regulations can entail financial penalties amounting to PLN 500.00 for each violation. The Operator may seek remedy for damages in an amount exceeding the penalty mentioned in the preceding sentence.
59. All personal data collected or stored by OS are covered with the privacy policy.
60. The Regulations is available at www.oliviastar.pl The Operator reserves the right to change the Regulations at any time. Amendments of the Regulations shall be effective as of the date of the publication at www.oliviastar.pl
61. The ticket purchase is tantamount to reading and accepting this Regulations.