

**Terms and Conditions of the competition
for the naming rights sponsor of the sports and entertainment arena in Krakow,
currently named TAURON Arena Kraków**

1. Organizer of the competition

The organizer of the competition is the City Development Agency (Agencja Rozwoju Miasta S.A.) based in Krakow, at ul. Lema 7, 31-571 Krakow, registered in the Register of Entrepreneurs kept by the District Court for Krakow - Śródmieście in Krakow, 11th Commercial Division of the National Court Register under KRS no. 0000146404, REGON 351143147, NIP 6761703853, with share capital of PLN 139,011,700, fully paid up.

Website address: <http://www.arm.krakow.pl>

E-mail address: konkurs@arm.krakow.pl.

2. Subject of the competition

The competition aims to acquire a naming rights sponsor for the sports and entertainment arena in Krakow, currently named TAURON Arena Krakow (hereinafter referred to as the "Facility") for a period of at least three years. A competition participant the contract is to be signed with shall be entitled to give the official name of the facility and other related rights in exchange for remuneration to the organizer, in accordance with the terms and results of this competition.

3. General Provisions

- 3.1. The competition is conducted in Polish. The organizer allows conducting correspondence and interviews in English as well. The contract resulting from the competition shall be drawn up in Polish or in two language versions, with the Polish version of the contract being binding.
- 3.2. The organizer is entitled to change the terms of the competition (including these terms and conditions) at every stage before signing the contract, without providing a reason, in order to achieve an optimal effect from the point of view of his interests. Changing the terms of the competition requires publishing an appropriate change to these terms or other document in such a way that all participants at a given stage of the competition have access to information and can take part in subsequent stages.
- 3.3. The organizer is entitled to cancel the competition at any stage, without providing a reason. In particular, the competition may be cancelled in the absence of tenders, failed negotiations or if no non-refused tender meets the organizer's financial expectations. In this case, the organizer may also move the competition procedure back to any stage of his choice.
- 3.4. Every competition participant and entity interested in participation has the right to submit questions to the organizer.
- 3.5. The competition participant bears the costs of participating in the competition and is not entitled to a claim to the organizer regarding the reimbursement of these costs.

- 3.6. The competition participant is not entitled to legal protection measures in connection with their participation in the competition.
- 3.7. The competition participant may reserve information and documents, the content of talks or negotiations as well as the content of the contract as a trade secret. However, the organizer is entitled to use the solutions developed in the course of contacts with participants or proposed by the participants as essential provisions of the contract or agreement with another participant.

4. A course of the competition

The competition is broken down into two stages. The first stage includes interviews with the participants. The second stage involves the submission of tenders by the competition participants, the selection of the most advantageous tender and negotiations with the selected participant in order to determine the final terms of the contract.

5. First stage of the competition

- 5.1. The organizer begins the competition by publishing a competition notice on his website. The announcement does not constitute an offer within the meaning of Article 66 § 1 of the Civil Code. The organizer may also provide potential participants with information about the competition at any time after publishing the notice. The organizer can also inform about the competition in a different way (e.g. in the media).
- 5.2. Participants should communicate their intention to participate in the competition to the organizer in writing or by e-mail to the address provided in item 1.
- 5.3. During the first stage, there will be interviews between the organizer and participants who communicate their willingness to participate in the competition. The talks shall be held at TAURON Arena Krakow and can be combined - at the request of the participant - with a site inspection at the facility. At the participant's request, the interviews can be organized in a different place or form, subject to the organizer's consent. Interviews can be conducted in several stages and can be supplemented with correspondence. The purpose of the interviews is e.g. making the participant familiar with the organizer's expectations and the specifics of the facility's operation as well as making the organizer familiar with the expectations of competition participants as to the nature and scope of mutual benefits under the sponsorship agreement. In particular, the talks shall result in the organizer preparing relevant provisions of the sponsorship agreement.
- 5.4. Participation in the first stage of the proceedings is not a prerequisite for participation in the second stage of the proceedings.

6. Second stage of the competition

- 6.1. The second stage of the competition shall start with sending an invitation to participants taking part in the interviews conducted in the first stage of the proceedings to submit tenders, and publishing a call for tenders on the website. The organizer may also provide

other entities with invitations at any time after publishing the notice and inform about the competition in a different way (e.g. in the media).

- 6.2. An invitation to submit tenders shall at least include the date of their submission, elements that the organizer shall take into account when evaluating tenders and relevant provisions of the sponsorship agreement.
- 6.3. Tenders shall be submitted in writing or electronically. A participant may submit more than one tender (variant tenders).
- 6.4. The organizer does not provide for the public opening of tenders.
- 6.5. The organizer may invite participants to clarify or supplement their tenders at the date set by him. The organizer may also invite participants to submit additional information or documents, particularly regarding the participant economic standing.
- 6.6. The organizer shall reject tenders that:
 - fail to comply with the requirements of these Terms & Conditions or the invitation to tender, subject to point 6.5 above,
 - constitute an act of unfair competition,
 - from participants whose potential is not indicative of the feasibility of concluding and implementing a sponsorship agreement with that entity,
 - if the name of the facility or the participant's activity profile:
 - violates universally binding social norms,
 - involves a political, religious or ideological context,
 - violates the law,
 - is offensive,
 - constitutes unfair competition,
 - violates the rights of other entities,
 - is associated with goods or services whose advertising is unlawful.
- 6.7. Before selecting the best tender, the organizer may negotiate with selected participants and invite them to submit detailed or updated final tenders.
- 6.8. The organizer shall invite the participant who submitted the best tender for negotiations in order to determine the final content of the contract, wherein the basis of the contract shall be the significant provisions of the contract constituting an attachment to the invitation to submit tenders and the participant's tender. The contract shall not significantly change these provisions and the tender, and any change thereof shall, in particular, be equivalent or beneficial to the organizer.

6.9. In the event of failure to reach an agreement on all contract provisions, the organizer may invite another participant or subsequent participants who have submitted tenders for negotiations.

7. Final Provisions

Matters not provided for herein shall be governed by Polish law.