

# REGULATIONS



**ITTF Warsaw International Tourism Fair**  
**Palace of Culture and Science, Plac Defilad 1, Warsaw**

## **§ 1 General Provisions**

1. The provisions of these Regulations shall apply to all participants of the ITTF Warsaw International Tourism Fair, hereinafter referred to as "the Fair", organized by Międzynarodowe Targi Poznańskie, a limited liability company with its registered office in Poznań, ul. Głogowska 14, 60-734 Poznań, entered into the Register of Entrepreneurs of the National Court Register under the KRS number 0000202703 and the Polish Chamber of Tourism with its registered office in Warsaw, ul. Marszałkowska 9/15 room 29, entered in the register of associations, other social and professional organizations, foundations and independent public health care facilities and the register of entrepreneurs of the National Court Register under the number KRS 0000114607, hereinafter referred to as "the Organizer", which will be held on March **16-18, 2023**, in the building of the Palace of Culture and Science in Warsaw, Plac Defilad 1.
2. The Exhibitor and the exhibition space contractor shall allow authorized employees of the ZPKiN to enter the exhibition stand as part of their duties, in order to ensure the necessary supervision over the operation of the PKiN devices
3. The organizer informs that the place of the fair, i.e. the building of the Palace of Culture and Science, has been entered in the register of monuments.
4. The Exhibitor shall strictly observe and comply with all provisions of the Regulations, including in particular those related to the entry of the Palace of Culture and Science building in the register of monuments.
5. The participants of the Fair organized by MTP are also required to adhere to:
  - ✓ "Specific Provisions",
  - ✓ "Terms of Participation",
  - ✓ "Thematic Scope of the Fair",
  - ✓ regulations of the "Exhibitor's Zone" portal, used for placing orders and concluding contracts on-line,
  - ✓ "Technical and fire regulations."

6. "Specific Provisions", "Terms of participation" and "Thematic scope of the fair" are agreed separately for each edition of the fair and together with these Regulations and the regulations of the "Exhibitor's Zone", as well as "Technical and fire regulations" are an integral part of the trade fair participation agreement.
7. The Fair may be attended by entities presenting the offer in line with the "Thematic Scope of the Fair." If the offer does not find an equivalent in the "Thematic scope of the fair", but it is similar or related to it, its presence at the fair requires the consent of the Organizer.
8. The Exhibitor is fully responsible for negligence and failure to comply with the provisions of the regulations by all Subcontractors and Co-exhibitors cooperating with the Exhibitor.

## **§ 2. Information clause**

1. The controller of your personal data is Międzynarodowe Targi Poznańskie sp. z o.o. (MTP). Your personal data will be processed based on your voluntary consent, which you can withdraw at any time, free of charge. You have the right to access your data, rectify your data, object to the processing of your data, delete the data after the periods indicated or limit the processing of your data, transfer the data, as well as appeal to the supervisory authority competent for personal data protection.
2. Our head office is located in Poznań at ul. Głogowska 14, 60-734 Poznań, Poland, NIP (Tax Identification No.): 777-00-00-488. Our registration files are kept by the District Court in Poznań, Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the National Court Register under KRS No. 0000202703, share capital: PLN 352,666,000.00.
3. Contact us
  - ✓ Post address: ul. Głogowska 14, 60-734 Poznan
  - ✓ e-mail: [info@grupamtp.pl](mailto:info@grupamtp.pl)
4. Who advises us on the processing of personal data in accordance with the law?
  - ✓ We have appointed a Data Protection Officer (DPO) whom you can contact on any matters concerning the processing of personal data: [iod@grupamtp.pl](mailto:iod@grupamtp.pl)
5. Do you have to provide us with your data?
  - ✓ Providing your personal data is voluntary. Without providing the data you will not be able to receive the newsletter, as well as to use other forms of marketing communication from MTP, e.g. by telephone or traditional (paper) mail.
6. Why do we need your data, or what is the purpose of its processing?
  - ✓ For marketing purpose, consisting in sending you newsletters, analysing whether you become familiar with their content, and which of them you read most willingly, which constitutes a legitimate interest pursued by MTP. MTP may also carry out marketing activities in the form of traditional (paper) mail sent to your address. MTP, based on your consent, may also carry out direct marketing activities by phone.
7. What is the legal basis of our processing your data?
  - ✓ Sending newsletters to you is based on your voluntary consent. We send the newsletter to you pursuant to Article 10 of the Act on Electronic Provision of Services and Article 172 of the Telecommunications Act in conjunction with Article 6, 7, 8 of the GDPR.

- ✓ In addition, we process your personal data pursuant to Article 6.1 of the GDPR. Our legitimate interest is to analyse whether you read our newsletters and which of the information they contain is the most willingly read by you.
  - ✓ Based on your voluntary consent, MTP may also process your telephone number in case of conducting direct marketing activities by telephone.
8. Which personal data is processed and where we receive it from?
- ✓ In order to send you the newsletter, we process the e-mail address provided by you.
  - ✓ In order to carry out marketing activities by telephone, we process the telephone number provided by you.
  - ✓ In order to send traditional (paper) mail, we process the mailing address provided by you.
  - ✓ Your e-mail address, telephone number or mailing address could also be obtained from our partners, i.e. the entities of MTP Capital Group – Nowy Adres S.A., Targi Lublin S.A., World Trade Center Poznań sp. z o.o., MTP contractors, MTP customers or co-organizers of the events organized by MTP. Your personal data could also be obtained by MTP from publicly available sources, e.g. CEIDG (Central Registration and Information on Business).
  - ✓ Our legitimate interest may also be to send you traditional (paper) mail for the purpose of direct marketing of our own services and the services of our partners. However, at any time you can object to the processing of your personal data for this purpose – if such an objection is raised, MTP will cease to send traditional (paper) mail to you.
9. To whom can we pass on your personal data?
- ✓ If you give your consent, we may disclose your personal data to our partners, which include the entities of MTP Capital Group – Nowy Adres S.A., Targi Lublin S.A., World Trade Center Poznań sp. z o.o., MTP contractors, MTP customers or co-organizers of the events organized by MTP, as well as service providers.
  - ✓ Do we intend to transfer your personal data outside the European Economic Area?  
Your personal data will not be transferred outside the EEA in connection with sending newsletters, telephone marketing or traditional (paper) correspondence, and we will process your personal data within the European Union.
10. How long will we process your personal data?
- ✓ MTP will process your data in the above-mentioned purposes for the duration of MTP's marketing activities or until you object to further data processing for marketing purposes or revoke your consent to receive a newsletter/telephone marketing provided to your e-mail address.
  - ✓ Your revocation of your consent to receive newsletters/telephone marketing does not affect the lawfulness of the processing carried out prior to your revocation of consent.
11. What are your rights in relation to the processing of your personal data?
- In connection with the processing of your personal data, you have certain rights associated with the processing. The possibility to use the following rights depends on the legal basis of the processing of personal data.
- ✓ **The right to withdraw your consent** – You may revoke your consent to receive newsletters/telephone marketing free of charge at any time, without prejudice to the lawfulness of receiving newsletters/telephone marketing conducted prior to revoking your consent. In the case

of the withdrawal of your consent, MTP will immediately stop sending the newsletter/conduct telephone marketing activities.

- ✓ **Right to access data** – You are entitled to obtain confirmation from MTP that your personal data is processed. If this happens, you are entitled to access your personal data and additional information (e.g. targets, categories, customers, retention period, your rights, source). Upon receipt of such a request, MTP will provide you with a copy of your personal data subject to processing. If such a request is submitted in electronic form, and if MTP does not receive other request, MTP will provide the requested information also in electronic form.
- ✓ **Right to rectify data** – You have the right to request MTP to immediately rectify your personal data that is incorrect. With regard to the purposes of processing, you have the right to request the supplementation of incomplete personal data, including by submitting an additional declaration.
- ✓ **Right to be forgotten** – You have the right to request MTP to immediately delete your personal data. MTP will delete your personal data without undue delay if one of the following circumstances applies:
  - the consent to the processing of personal data has been withdrawn and there is no other basis for processing, e.g. withdrawal of consent to send a newsletter / conduct telephone marketing with you,
  - an effective objection against the processing has been raised, e.g. processing of your personal data for the purpose of marketing activities in the form of traditional (paper) correspondence,
  - Your personal data has been processed unlawfully,
  - Your personal data must be deleted in order for MTP to fulfill its legal obligation,
  - Your data was collected in relation to the offering of information society services.
- ✓ **Right to limit the processing** – You have the right to request MTP to restrict the processing of your personal data in the following cases:
  - you question the accuracy of your personal data – restricting the processing to a period sufficient for MTP to verify the accuracy of the data;
  - the processing is unlawful, and you object to the deletion of your personal data, requesting instead the restriction of its use;
  - MTP needs your personal data for the purpose of processing, but you need it to establish, enforce or defend your claims;
  - you have filed an objection to the processing under Article 21.1 of the GDPR – until it has been determined whether MTP's legitimate interest is superior to the grounds for your objection.
- ✓ **Right to object** At any time to object, you have the right to object – on the grounds relating to your particular circumstances – to the processing of your personal data based on Article 6.1(f) (legitimate interest of MTP), including profiling. In such case, MTP is no longer allowed to process your personal data, unless MTP demonstrates that there are valid legitimate grounds for processing, superior to your interests, rights and freedoms, or grounds for establishing, pursuing or defending claims.

However, if you object to the processing of your personal data by MTP for the purposes of direct marketing, you do not need to justify such an objection, and MTP is no longer allowed to process your personal data for such purposes.

- ✓ **Right to transfer your data** You have the right to transfer your personal data in a structured, commonly used computer format suitable for machine reading. You may transfer the data to another data controller or request MTP to send it to another controller. However, MTP will do this only if such a transfer is technically feasible. The right to transfer your personal data may be used by you only for the data that MTP processes on the basis of the agreement with you or on the basis of your consent.
- ✓ **Right not to be profiled** MTP may create your profile on the basis of the data provided by you and information derived from your behaviour or reaction to marketing information or other content received from MTP.

MTP may create your profiles based on its legitimate interest in order to improve communication, select the right offer, content of your interest, marketing of relevant services and products

MTP makes automated decisions only in relation to the shipment of the newsletter, e.g. to orientate the offer, promote it on the basis of sex, age and interests. You always have the right to lodge a complaint/objection to such a decision.

12. What can you do when you consider that we process your personal data in violation of the law?

- ✓ At any time, you can lodge a complaint to the supervisory authority, which in Poland is the President of the Office for Personal Data Protection.

### **§ 3 Registration of participation and concluding the agreement**

1. Registration of participation shall be made by:

- ✓ sending the original "U" application form to the seat of the Organizer (service provider), completed and signed by the person(s) authorized to represent the entity (service recipient, payer) submitting the application for participation in the fair, with the authorization of the indicated person to place orders and conclude agreements by electronic means via the "Exhibitor's Zone" portal
- ✓ paying the application fee and deposit for the provision of exhibition space stipulated in the "Terms of Participation."
- ✓ The registration of participation is assumed to have been made on the day when all the above requirements are met.

2. The registration of participation must be made by the date specified as the "Participation Registration Deadline." After this date, applications will be accepted by the Organizer subject to the availability of the exhibition space. Detailed information is available on the "Exhibitor' Zone" portal.

3. Participation registration is equivalent to submitting an offer to participate in the Fair. The date of submitting the offer for participation shall be the date of submitting the application via the "Exhibitor' Zone" stored in the IT system.

4. Ordering exhibition space, which is a part of the registration of participation in a given trade Fair, consists in identifying the type and size of the surface area selected from the offer of the Organizer presented in the participation application form and on the "Exhibitor' Zone" portal.

5. The Organizer shall inform about the acceptance of the fair participation offer and conclusion of the agreement by sending an e-mail, indicating that the electronic document "Confirmation of participation application", which specifies the size and type of the allocated exhibition space and its location, was placed by Organizer on the individual account of the entity declaring participation (ordering party, service recipient) in the "Exhibitor's Zone" portal and is ready to be downloaded / printed. The date of conclusion of the participation agreement shall be the date in which the Organizer sends an e-mail on the "Confirmation of participation application".
6. The Organizer reserves the right to refuse the offer of participation in the fair (e.g. due to the non-compliance of the offer with the thematic scope, lack of space capabilities of the fair) and shall inform about by electronic means (e-mail), indicating that the relevant document has been placed by the Organizer on the individual account of the entity applying for participation (ordering party, service recipient) in the "Exhibitor's Zone" portal and is ready to be downloaded / printed.
7. In case of such refusal to accept the participation offer, the Organizer shall refund the deposit for providing the exhibition space to the bank account of the entity, which submitted the application (service recipient, payer).
8. The Organizer shall allocate exhibition space taking into account the location conditions of a given Fair and, where possible, the Ordering Party's wishes. If the size and type of the exhibition space allocated by the Organizer in the "Confirmation of Participation Registration" differs from that requested by the participant, the agreement is concluded under the conditions set forth in this Confirmation.
9. The Organizer reserves the right to change the originally allocated exhibition space, specified in the "Confirmation of the participation application", of which the Organizer shall inform by e-mail, indicating that the relevant document has been placed by the Organizer on the individual account of the entity declaring participation (ordering party, service recipient) in the "Exhibitor's Zone" portal and is ready to be downloaded / printed. In such case, the Fair participant shall not be entitled to compensation from the Organizer.
10. Any changes to the space order, as well as other elements of the trade fair participation agreement by the entity that submitted the application (ordering party, service recipient) shall require its appropriate actions via the "Exhibitor's Zone" portal or in writing under pain of nullity.
11. The entity applying for participation shall to pay the application fee, taking into account the handling costs related to the preparation by the Organizer of documentation for concluding the agreement for participation in the fair and the execution of the exhibition space order, as well as the package of services for the exhibitor.
12. The amount of the exhibitor registration fee, the rules of its payment and the scope of the benefits included in the fee are set out in the "Conditions of Participation" of the Fair and on the "Exhibitor's Zone" portal.
13. The hand-over of the exhibition space for use to the Fair participant shall be subject to the payment of the due amount under the signed Participation Agreement.
14. In case of non-settlement of the due payment before the beginning of the Fair, the Organizer reserves the right not to provide exhibition space until the payment is made.

#### **§ 4 Application and conditions for Co-Exhibitor's participation in the Fair**

1. The Exhibitor is required to register as co-exhibitors the entities that use a part of the exhibitor's surface area / stand and present their own products and/or services with the participation of their own staff. Applications for co-exhibitors shall be made on-line via the "Exhibitor's Zone" portal.
2. The exhibitor, as the entity registering a co-exhibitor, shall be charged by the Organiser with a co-exhibitor registration fee, including the handling costs associated with the co-exhibitor registration and additional co-exhibitor benefits.
3. The amount of the co-exhibitor registration fee, the rules of its payment and the scope of the benefits included in the fee are set out in the "Conditions of Participation" of the Fair and on the "Exhibitor's Zone" portal.
4. The Organizer agrees to the participation of the co-exhibitor(s) in the "Confirmation of participation application" or by issuing a separate document with such consent and making it available in the same way as the Confirmation, i.e. via the "Exhibitor's Zone" portal (on the exhibitor's individual account), at the same time informing about this by electronic means (e-mail).
5. The exhibitor shall not be entitled to make the exhibition space / stand or parts thereof available to other entities without the express consent of the Organiser. If the exhibition space is made available to the entities that have not been registered as co-exhibitors, the Organiser shall be entitled to charge the exhibitor with a contractual penalty corresponding to the co-exhibitor's registration fee.
6. The Exhibitor shall be responsible for the exhibits and other materials of the co-exhibitor as for their own exhibits and materials.
7. Co-exhibitors have the same rights and obligations referred to in these Regulations as exhibitors.
8. Exhibitors / co-exhibitors may register, as companies, the represented entities whose products and/or services are presented at the exhibitor's stand but without the presence of the staff of the represented company. Applications for the represented companies shall be made on-line via the "Exhibitor's Zone" portal.
9. The data of the registered represented companies is included in the list of the companies represented, indicating the name of the exhibitor/co-exhibitor who represents them. There is no extra charge for the registering represented companies.
10. The Exhibitor shall inform the co-exhibitors registered by them about the provisions of these Regulations, in particular the order regulations contained therein, as well as in the "Specific Conditions" of a given fair.
11. The Exhibitor and the Co-exhibitor shall inform the personnel of the exhibition stand about the rules resulting from these Regulations and about the Specific Conditions concerning a given fair.
12. The Exhibitor shall inform own staff and the entity performing the assembly and dismantling work related to the stand construction and equipment or arranging the exhibition space on the technical and fire regulations in force at the PKiN premises.
13. The Exhibitor/co-exhibitor shall be responsible for the exhibits and other materials of the co-exhibitor as for its own exhibits and materials.

## **§ 5 Cancellation of participation**

1. The cancellation of the participation offer or withdrawal from the participation agreement (concluded on the date of receipt of the "Confirmation of Participation") shall be made in writing or otherwise it shall be null and void.
2. In case of the cancellation of the participation offer or withdrawal from the participation agreement, the registration fee is due and payable and non-refundable.
3. The entities who have cancelled their offer for participation in the fair or have withdrawn from the participation agreement within 14 days of the date of its conclusion, i.e. from the date of sending by the Organizer the "Confirmation of Participation Application" via e-mail (electronic means) to the entity, are entitled to the return of the deposit for the provision of the exhibition space referred to in § 3 sec. 1. In such case, the Organizer shall return the deposit to the bank account of the entity that submitted the application (Ordering Party, Payer).
4. Withdrawal from the fair participation agreement after 14 days from the date of its conclusion, i.e. from the date of sending by MTP the "Confirmation of Participation Application" via e-mail (electronic means) to the entity, results in the forfeiture of the deposit stipulated in § 3 sec. 1.
5. Entities that have cancelled their participation offer or have withdrawn from the participation agreement shall not be entitled to the benefits included in the exhibitor application fee. Exhibitor's cards received from the Organizer which entitle their holder to enter the fairgrounds and being an invitation to the accompanying events, shall be returned to their issuer.

## **§ 6 Fair services. Conditions for service provision**

1. Services related to the participation in the fair shall be ordered on-line via the "Exhibitor's Zone" portal.
2. Orders for on-line services via the "Exhibitor's Zone" portal shall be made by a person (portal user) authorized by the entity for which the services are to be provided (service recipient), indicated on the "U" application form sent to the Organizer.
3. Ordering Fair services shall be made within the deadline indicated as the deadline for submitting order forms.
4. The prices of Fair services shall be set separately with reference to particular Fairs. Detailed information is available on the "Exhibitor' Zone" portal and in the "Conditions of Participation" of a given fair.
5. The Organizer guarantees to include the name/company in the catalogue, its contact details and the exhibitor's product range (in the scope covered by the application fee), as well as the co-exhibitor's product range (in the scope covered by the co-exhibitor application fee), subject to performing online actions by the exhibitor / co-exhibitor (indicate in the "U" form) via the "Exhibitor's Zone" portal, in the "Your catalogue entries and products" tab, consisting in providing detailed data which is to be placed by the Organizer in the catalogue (published in the paper and/or electronic form / on the Internet), in the alphabetical order (list of exhibitors) and according to industry branches (in accordance with the Fair thematic scope).
6. In the event that the person authorized by the exhibitor / co-exhibitor does not perform the appropriate actions in the "Your catalogue entries and products" tab, the Organizer shall make the catalogue entry based on the information concerning the exhibitor / co-exhibitor provided in the "U" application forms.



7. The exhibitors and co-exhibitors are entitled to order additional entries as well as ads in the catalogue as part of the services offered by the Organizer. Services shall be ordered on-line via the "Exhibitor's Zone" portal.
8. The Organizer shall not be responsible for the content of the Fair offers and advertisements submitted to be included in the catalogue, as well as for the consequences of editorial errors and omissions in the catalogue.
9. The Organizer does not guarantee the publication of advertisements submitted after the deadline for ordering catalogue advertisements (the ads are included in the printed catalogue version and / or on CD/DVD).
10. The Organizer guarantees the performance of advertising services other than those stipulated in sections 7–9 (e.g. making and setting advertising constructions, producing advertising films and posting them on the web), ordered on time and according to the principles set out at the "Exhibitor's Zone" portal.
11. Advertisement outside the stands, made using the exhibitor's / co-exhibitor's own tools and resources, is payable and requires the consent of Organizer. The lack of permission shall prevent the conduct of advertising activities or the removal of advertisement at the expense and risk of the exhibitor / co-exhibitor.
12. The party ordering the stand construction and furnishing services at MTP shall conclude a separate agreement for the stand construction and furnishing. The condition for MTP to commence the execution of the agreement is that the Ordering Party makes an advance payment as specified in the agreement for the construction and furnishing of the stand, as well as the person registering the event participation pays the receivables resulting from the concluded participation agreement. The provision of the service is confirmed by an appropriate protocol signed by the fair participant (exhibitor) and MTP.
13. In the case of the execution of electrical connections as a result of ordering the stand construction and furnishing service (referred to above) or a separate order of electrical connections, MTP shall charge the entity performing the connection with a flat fee for the use of the power grid. The fees are specified in the Terms and Conditions of Participation in the Fair.
14. The fees applicable to particular Fairs and their payment terms are set out in the "Conditions of Participation" and at the "Exhibitor's Zone" web portal.
15. Technical connections for the exhibition stands: electricity, water and sewage, ICT, as well as services related to the suspension of elements and other services provided on the premises of the Palace of Culture and Science (PKiN), shall be provided exclusively by MTP.
16. Documents granting the admission and vehicle access to the area of PKiN and the rules of admission, vehicle access and parking are stipulated in the "Specific Provisions" of a particular Fair.

## **§ 7 Advertising and promotion**

1. The Exhibitor may order additional advertising services. The form and price list of basic advertising services and detailed information are available from the Organizer.
2. Every Exhibitor shall have the right to advertise and present its products or services within its own exhibition stand, provided that this shall not violate applicable law and the normal course of work of other Exhibitors and visitors to the Fair. Advertising carried out by the Exhibitor in its own exhibition stand shall be made at the Exhibitor's risk and responsibility.
3. Political advertising is strictly prohibited. Political information material shall not be disseminated in any form. The design and decoration of the stands shall be free from any political declarations.
4. The Organizer reserves the right to make its own assessment of the advertising or information materials presented by the Exhibitor in terms of their compliance with applicable regulations and morality. If the Organizer questions the content of the materials, the Exhibitor shall change them so that the content of advertising or information materials does not raise any doubts of the Organizer.
5. In the event of the Exhibitor's failure to comply with §7 par 3 and 4 of the Regulations, the Organizer has the right to request the Exhibitor to remove all content and exhibits containing elements of a political nature, inconsistent with the purpose of the event, within the time limit set by the Organizer.
6. In the event of the Exhibitor's failure to comply with §7 sec. 3 and 4 of the Regulations, the Organizer has the right to remove all content and exhibits containing elements of a political nature, inconsistent with the purpose of the event, at the cost and risk of the Exhibitor.
7. The Exhibitor shall repair any damage caused to the Organizer in connection with the content or form of advertising or information materials presented by the Exhibitor, including: all costs of litigation with court fees, costs of legal representation and other reasonable expenses of the Organizer incurred in connection with any claims of third parties related to the Exhibitor's materials. At the same time, the Organizer shall immediately inform the Exhibitor about the reported claims or initiated proceedings regarding the content or form of the Exhibitor's advertising or information materials.
8. If, as a result of the evaluation of the Exhibitor's advertising or information materials, made in accordance with §7 sec. 3 and 4 of the Regulations, or for other reasons attributable to the Exhibitor, it is necessary to introduce changes or corrections to the content of the above-mentioned materials, the Exhibitor shall not be entitled to any claim against the Organizer related to the reimbursement of costs incurred in connection with the re-preparation of the Customer advertising or information materials.
9. Advertising, promotion and other types of presentation of products or services by Exhibitors at the Fair, outside the exhibition stand, shall be payable and requires the consent of the Organizer.
10. Performing by the Exhibitor actions described in sec. 3 without the Organizer's consent, shall result in removal of the advertisements at the Exhibitor's cost and risk.
11. Advertising boards, banners and other media shall be placed only by the Organizer.
12. Photographing, filming and recording the image in any other form during the Fair shall require the consent of the Organizer, and if it concerns individual stands and exhibits, it also shall require the prior consent of the Exhibitors concerned.
13. If the Organizer cannot, for legal, organizational or technical reasons, perform the services ordered by the Exhibitors, the Organizer shall immediately notify the Exhibitor about it. In this case, the Organizer shall not be responsible for the failure to provide the service. In the event that the above-mentioned inability is

due to reasons attributable to the Exhibitor, the Exhibitor shall pay for the services ordered and not performed due to the Exhibitor's fault.

### **§ 8 Fees**

1. The prices for the exhibition space rental and the mandatory registration fee (for the Exhibitor and Co-exhibitor) are included in the Terms of Participation.
2. When calculating the fee for the exhibition space, MTP rounds the surface to a full m2 according to mathematical principles.
3. The Exhibitor shall pay the amount due for participation in the Fair as follows:
  - ✓ Advance payment in the amount of 50% of the total gross amount (gross value / price includes the tax on goods and services (VAT), in accordance with applicable regulations) resulting from the contract, payable within 14 days from the date of signing the Participation Agreement by the Exhibitor / Payer.
  - ✓ The payment of the remaining charges (50%) shall take place no later than 30 days before the fair, ie until February 16, 2023. If the payment is not made within this period, the Organizer has the right to prevent the Exhibitor from participating in the Fair without reimbursing the advance payments already made.
  - ✓ In the case of the promotional price, the possibility of using the promotion depends on the payment of 100% of the contract fee by November 30, 2022. If the payment is not made by November 30, 2022, the payment for participation in the Fair shall be made at basic prices (higher than promotional).
4. The payment of the deposit shall not be invoiced. The deposit paid by the entity filing the application form and ordering space shall be offset against the fee for the provision of exhibition space on the date of issuing the Confirmation of Application.
5. Along with the Confirmation of Application, MTP shall issue an invoice confirming acknowledging the payment against any amount due for the provision of exhibition space.
6. If the deposit paid is less than 100% of the gross value (gross value / price includes the tax on goods and services [VAT] in accordance with binding regulations) of the space ordered, MTP shall issue a pro forma document indicating the remaining amount due to be paid within the time limit specified in that document. The payment shall be invoiced by MTP in accordance with applicable regulations.
7. Settlements with foreign contractors for the provision of exhibition space are carried out by MTP according to the average EUR exchange rate announced by the NBP:
  - ✓ on the business day preceding the date of the invoice or pro forma document – where the fee for the provision of exhibition space due is credited in the bank account of MTP prior to the application deadline;
  - ✓ on the last business day preceding the application deadline – where the fee for the provision of exhibition space due is credited in the bank account of MTP on the day set as the application deadline or after that date.

8. Exhibitor application fee:

- ✓ The amount of the application fee (to be declared during online application via the "Exhibitor Zone" portal):
- ✓ The application fee for exhibitor is PLN 1400 net (net price excludes value added tax (VAT)).
- ✓ Services for exhibitors covered by the scope of the package are specified in the description of the exhibitor application fee in the "Exhibitor Zone" portal.
- ✓ The entity applying for participation shall pay the exhibitor the application fee in the full amount (100% of the gross value), along with the application for participation and payment of the deposit referred to in paragraph 2.
- ✓ Making the payment shall be confirmed by MTP through an invoice in accordance with applicable regulations.
- ✓ Settlements with foreign contractors for the exhibitor application fee shall be carried out by MTP according to the average EUR exchange rate as indicated in paragraph 6.
- ✓ In case of the cancellation of the participation offer or withdrawal of an exhibitor from the participation agreement, the registration fee is non-refundable.

9. Co-exhibitor application fee:

- ✓ The amount of the application fee for co-exhibitors (to be declared during online application via the "Exhibitor Zone" portal).
- ✓ The application fee for a co-exhibitor is PLN 700 net (net price excludes value added tax (VAT)).
- ✓ Services for co-exhibitors covered by the scope of the package are specified in the description of the co-exhibitor application fee in the "Exhibitor Zone" portal.
- ✓ The payment of the co-exhibitor application fee shall be invoiced by MTP in accordance with applicable regulations. Payment should be made by the date indicated on the invoice.
- ✓ The co-exhibitor application fee made by a foreign contractor shall be invoiced at the average EUR exchange rate announced by the NBP on the last workday preceding the fair.

10. The statutory interest shall be charged on late payment of receivables.

11. The Exhibitor shall make the payments referred to above to the bank account indicated by the Organizer (Participation Agreement). The Exhibitor shall cover the costs of bank transfers.

12. The date of payment of the receivables shall be the date when the funds are credited to the Organizer's bank account.

13. If the Exhibitor is not the Payer (recipient of the VAT invoice), the Exhibitor shall inform the Organizer about it when placing the order, enclosing the Payer's written consent and data enabling the issuance of a VAT invoice in a manner consistent with Polish tax law.

## **§ 9 Organizational and order provisions**

1. The Exhibitor at own stand, as well as throughout the Fair and in the building of the Palace of Culture and Science, shall comply with generally applicable law, including sanitary, fire prevention, health and safety

and administrative regulations as well as internal regulations in force at the Palace of Culture and Science, and shall be responsible for their violation.

2. During the assembly and disassembly of the exhibition stand and during the Fair, the Exhibitor shall use the Fair grounds and the infrastructure of the Palace of Culture and Science in a way not violating the generally accepted principles of social coexistence and shall not disturb or hinder the use of other premises and rooms located in the building of the Palace of Culture and Science and the external areas.
3. Service for Fair participants, in particular Exhibitors and Co-exhibitors, shall be provided by the Fair Office run by the Organizer. The Fair Office and the Technical Point are located in the Main Hall of the Palace of Culture and Science. The Fair Office is open during the opening hours of the Fair and on the day of the Exhibitors' registration, i.e. the day before the start of the Fair (from 2 p.m. to 9 p.m.). During the period for assembling and disassembling the exhibition stands, built by external companies, the participants are served by the Technical Point (8.00 a.m. to 9 p.m.). Persons authorized by the Organizer to contact the Exhibitors and serving the Technical Point and the Fair Office shall have identification Cards of the Organizer.
4. The Exhibitor shall remain at the exhibition stand at all times and to keep the stand fully equipped during the opening hours of the Fair for Visitors. In the event that the Exhibitor or his representatives are absent or the stand is not fully equipped in the above-mentioned specified time, the Organizer shall charge the Exhibitor a contractual penalty in the amount of **PLN 3,000 + VAT**.
5. The Exhibitor and persons employed by the Exhibitor to assemble and disassemble the exhibition area (stands) are entitled to stay at the fairgrounds during the period for assembling and disassembling the exhibition stands in accordance with the information contained in the Instructions for Exhibitors (manual). The presence within the fairgrounds outside the above-mentioned hours on the days of assembling and disassembling the stand must be absolutely agreed with the Organizer. The Exhibitor shall be charged with the resulting costs, such as hiring additional security, as well as economic and technical services.
6. Before starting the works, the exhibition space contractor shall provide the Organizer with a properly completed authorization for the exhibition space contractor and the Declaration of the Exhibition Space Contractor.
7. Fairground admission cards valid in the period for assembling and disassembling the exhibition stands shall be issued by MTP on the basis of a written order from an exhibitor or stand constructor. Ordered cards are sent by e-mail
8. During the assembly and disassembly time, the Exhibitor has the right to perform only the necessary assembly and final retouching works. However, basic works (carpentry and painting, etc.) related to the preparation of stands or exhibits shall not be allowed. In particular, works related to welding, sanding wood and plaster as well as other dust-causing work are prohibited.
9. The Exhibitor and/or the Exhibition Space Contractor shall clean the communication routes within the stand every day during assembly and disassembly, and the exhibition stand during the fair event. In the event of failure to perform the above-mentioned cleaning works, the Organizer shall order them at the Exhibitor's cost and risk.
10. Exhibition stands together with devices and exhibits as well as advertising media shall be mounted in such a way that they do not pose a threat to public safety and order, and in particular to the life and health of people staying on the Fair premises.

11. The Exhibitor constructing the exhibition stand on his own or through an external company, before the assembly begins, during assembly, but not later than on the day preceding the opening of the Fair, i.e. March 15, 2023 shall report its presence at the Technical Point in order to carry out the receipt (confirmed by a protocol) of the exhibition space from the Organizer. The organizer reserves the right to set a specific date for the acceptance of the exhibition space. The exhibition space shall be accepted only by an authorized representative of the Exhibitor. An authorized person is a person who has signed the Participation Agreement or appears in the Participation Agreement as a contact person. Any other persons accepting the stand shall have a written authorization from the Exhibitor (the person signing the Participation Agreement).
12. On the day preceding the opening of the Fair, from 2 p.m. to 9 p.m., the Exhibitor shall report its presence at the Fair Office in order to register and collect the Exhibitor's Cards and exhibitors' files. Exhibitor cards, exhibitor files and registration can only be collected by an authorized representative of the Exhibitor. An authorized person is a person who has signed the Participation Agreement or appears in the Participation Agreement as a contact person. Any other persons shall have a written authorization from the Exhibitor (the person signing the Participation Agreement).
13. Exhibitor cards entitle to free admission and presence at the Fair during its duration. Exhibitor cards shall be issued depending on the purchased exhibition space (stands) as follows:
  - ✓ 2 cards for a stand with area surface up to 10m<sup>2</sup>
  - ✓ 4 cards for a stand with area surface up to 20m<sup>2</sup>
  - ✓ 6 cards for a stand with area surface up to 50 m<sup>2</sup>
  - ✓ 8 cards for a stand with area surface up to 75m<sup>2</sup>
  - ✓ 10 cards for a stand with area surface up to 100 m<sup>2</sup>
  - ✓ 12 cards for a stand with area surface up to 200 m<sup>2</sup>
  - ✓ one card for every 50 m<sup>2</sup> of the surface larger than 200 m<sup>2</sup>
  - ✓ Exhibitor cards in addition to numbers stated above are sold at [www.strefawystawcy.pl](http://www.strefawystawcy.pl)
14. The Organizer has the right to refuse the admission or remove from the fairgrounds people who do not have identification cards.
15. Each wall adjacent directly to another stand and higher than 2.5 m must be aesthetically finished in white on the side of the other stand or must be transparent.
16. On the days and hours assigned for assembling and disassembling the exhibition stands, only the technical connection of electricity is available.
17. The days and hours assigned for assembling and disassembling the exhibition stands are specified in the Instructions for Exhibitors.
18. In justified cases, the Organizer may interfere with the decor and equipment of the exhibition space (stands), in particular, remove dangerous items and objects that emit unpleasant odors, disassemble devices that interfere with the work of other Exhibitors at the Exhibitor's expense and risk.
19. Equipment shows, art shows and other promotional activities of the Exhibitor must be previously agreed with the Organizer and may not hinder or prevent the operation of other stands and the movement of participants and visitors.

20. The sound and audiovisual equipment at the exhibition stand shall be used in a way that does not interfere with the operation of neighbouring stands.
21. Exhibits may not be placed in the aisles and no show/demonstration shall be allowed in the stands that could cause crowding or constitute an obstacle to the movement of visitors. Passages should remain unblocked at all times.
22. It is strictly forbidden to screw, nail, stick or lean any objects against/into the walls and other permanent structures of the building in the premises where the fair is held.
23. The Exhibitor has the right to exhibit and advertise its own goods at the purchased stand only, provided that the exhibits do not cover adjacent expositions nor interfere with the normal course of work of other exhibitors. It is forbidden to use amplifiers, additional lighting, etc., which may disrupt the normal course of work of other exhibitors.
24. Machines and devices may only be connected if they are equipped with all the prescribed protective elements, in particular with covers and barriers preventing the access of unauthorized persons. It is forbidden to start machines and devices that do not meet safety requirements and operate them by unauthorized personnel. When demonstrating machines and devices in motion, an area designated for this purpose shall be separated and properly secured.
25. The delivery of goods, exhibits, assembly and equipment of the stands shall be completed on the day preceding the opening of the Fair, between 4 p.m. and 10 p.m. In accordance with technical and organizational possibilities, the Organizer may consent to the delivery of goods and fair exhibits on other dates.
26. The Exhibitor shall not dismantle the stand and remove the exhibits during the fair, i.e. before the official end date. An authorized representative of the Exhibitor shall be present at the exhibition stand throughout the entire period of the fair and during the time assigned for assembling and disassembling its exposition. Detailed information on the rules governing the presence of Exhibitors at the Fair grounds before their opening, during and after their closing shall be provided to the Exhibitor in a separate information. After the end of the Fair, the Exhibitor shall remove the exhibits, advertising boards, banners and other carriers and restore the occupied exhibition space (stand) to the condition present at the date of its handover by the Organizer, within the disassembly period specified in the Instructions for Exhibitors (Manual). As far as technical and organizational possibilities allow, the Organizer may consent to the above-mentioned activities in a period other than that indicated in the Instructions for Exhibitors as the period for disassembling. The Organizer shall then charge an additional fee in the amount agreed with the Exhibitor. In case of a failure to perform the above activities within the time limit for disassembly or within the time agreed with the Organizer, the Organizer shall perform or commission these activities at the Exhibitor's cost and risk, and the elements of the stand construction and equipment, as well as exhibits, advertising boards, banners and other media not removed during the disassembly period shall be removed by the Organizer from the fair area, at the Exhibitor's cost and risk. The Organizer shall not be liable in any way for the destruction or loss of the Exhibitor's property not removed from the Fair site on time by the Exhibitor.
27. The Exhibitor shall be charged the equivalent of the current market price of the lost or damaged items for any defects and damages in the exhibition space. The Exhibitor shall be also responsible for any shortages and damage to devices, rooms or things located on the Fair grounds, which are used by the Exhibitor, its employees or persons employed by the Exhibitor.

28. **The removal of exhibits and the disassembly of the stand before the end of the Fair is prohibited.**
29. Transport, reloading, packing and unpacking, assembly and disassembly of exhibits and other materials at the Fair shall be performed by the Exhibitor at its own expense and risk.
30. The transport of particularly heavy and bulky materials to the exhibition halls requires prior notification. Failure to notify the organizer of such items may exclude the possibility of displaying them during the fair. In addition, such items require original non-flammable certificates, and their location during the Fair must be approved by the Organizer.
31. Transport, unloading, unpacking, assembly, disassembly, packing and loading of exhibits and other exhibition materials shall be performed by the exhibitor at its own expense and risk. Moreover:
- ✓ unloading vehicles shall be in perfect technical condition (no leaks, normal exhaust emissions, etc.),
  - ✓ unloading takes place from Emilii Plater Street,
  - ✓ unloading should take place as quickly and efficiently as possible (maximum time of parking the vehicle at the unloading ramp – 2 hours),
  - ✓ all vehicles, after unloading, must immediately leave the premises of the Palace of Culture and Science,
  - ✓ Exhibitors that leave their vehicles after unloading shall be charged with the costs of parking according to the PKiN parking price list.
  - ✓ The Organizer reserves the right to remove vehicles that do not meet the above-mentioned conditions.
32. For safety and organizational reasons, unloading, loading and transport of goods as well as assembly and disassembly of structures on the premises of the Palace of Culture and Science with the use of mechanical devices managed by the operator, such as cranes, forklifts, scissor trucks, loading platforms, etc. may only be performed by an official forwarder at the fair, the company Netlog Polska Sp. z o. o
33. The parking system shall operate according to the following provisions:
- ✓ the organizers do not provide free parking spaces
  - ✓ parking in the car park is possible after collecting a parking ticket at the entrance to the car park, unless the exhibitors have parking tickets – which should be held against the reader
  - ✓ the parking fee shall be paid at the parking ticket offices
  - ✓ **the system registers each entry and exit of the vehicle.**
34. At the fairgrounds it is strictly forbidden to:
- ✓ use a damaged or temporary electrical installation or operate electrical heating devices contrary to their intended use and fire regulations, as well as to leave unattended devices not adapted for continuous operation connected to the electrical network,
  - ✓ block entrances and access roads to fire-fighting devices and to block emergency passages and exits, corridors, hall and staircases, as well as use fire-fighting equipment inconsistently with its intended use,
  - ✓ place exhibits that are dangerous for Fair participants and visitors at the exhibition stand. The organizer reserves the right to remove and refuse to display any exhibits it deems dangerous,
  - ✓ smoke and use open fire in fair facilities,



- ✓ park delivery vehicles within the premises of the Palace of Culture and Science with a load capacity of more than 3.5 tons and trailers. The above-mentioned vehicles may stay on the premises only during the days and hours for assembling and disassembling the exhibition stands specified in the Instructions for the Exhibitor.
35. Invitations printed by Exhibitors and third parties shall not entitle to enter the fairgrounds.
  36. The Exhibitor shall comply with the "Regulations for Organizing Events in the Palace of Culture and Science", constituting Appendix No. 1 to the Regulations and the internal regulations of the Organizer and PKiN services.
  37. The design of the electrical system at the stand built by the Exhibitor or a hired external company shall be prepared in accordance with applicable regulations and standards by a person with appropriate permissions/licenses and presented to the Organizer no later than 40 days before the start of the Fair. The electrical systems must be installed by a person with appropriate qualifications and licenses. Failure to submit the electrical installation design within the time limit set above entitles the Organizer to refuse the permission for connecting the power supply, which does not release the Exhibitor from the obligation to cover the costs of supplying electricity to the stand.
  38. The Exhibitor who arranges/constructs the exhibition space on its own or through a rented external company, shall provide the Organizer with the stand construction design in 2 projections, indicating the places of utilities: water and sewage, electrical connection, Internet and other documents necessary for its implementation (including specification of the materials used together with flammability degree certificates) no later than 40 days before the start of the Fair and obtaining the Organizer's consent for the implementation of the project.
  39. At the stand constructed by the Exhibitor on its own or by a hired external company, the Exhibitor shall be responsible for the correct execution and operation of the internal electrical system and equipment of the stand, whereas the Organizer shall be responsible for providing a correct electrical connection and power supply in accordance with the order.
  40. The Exhibitor shall arrange floor lining/carpeting within the rented exhibition space or otherwise secure the floor (as approved by the Organizer) in the area of the Exhibitor's stand.
  41. If the Organizer cannot, for legal, organizational or technical reasons, perform the services ordered by the Exhibitors, the Organizer shall immediately notify the Exhibitor about it. In this case, the Organizer shall not be responsible for the failure to provide the service. In the event that the above-mentioned inability is due to reasons attributable to the Exhibitor, the Exhibitor shall pay for the services ordered and not performed due to the Exhibitor's fault.

**§ 11 Liability of Fair Participants and  
securing the exhibition space (stands)**

1. The Organizer shall not be liable for any damage caused to the property of the Exhibitors by third parties or due to the victim's sole fault. During the period for assembling and disassembling the exhibition space (stand), as well as during the Fair, the Exhibitor shall secure, at its own expense and risk, exhibits, equipment and devices, and other items brought to the stand against possible damage or loss.
2. The organizer shall not be responsible for accidents and the consequences of accidents, or for damage to materials at the fair stands before, after and during the event.

3. The Exhibitor shall be responsible for the safety of its own employees and those employed on behalf of the Exhibitor, as well as for safety of third parties present at the stand.
4. The Organizer shall not be liable for damage to the property of Exhibitors, its employees, customers and other persons resulting from force majeure, in particular fire, storm, flooding, lightning, explosion, strike, demonstration, terrorist attack, theft.
5. The Organizer shall not be responsible for shutdowns and interruptions in the supply of energy, heating, water, communications and other media caused by reasons beyond the Organizer's control or due to force majeure.
6. The Organizer shall not be responsible for damage to the exhibits resulting from interrupted supply of electricity, water, etc. The risk related to the exhibition of machinery and equipment requiring failure-free electricity, water, etc. shall be borne solely by the Participant.
7. The Organizer recommends that Exhibitors insure their property at the Fair and purchase civil liability insurance policy related to the participation in the fair. The Exhibitor shall be responsible for the safety of property, during the fair hours, i.e. from 10.00 am - 5.00 pm. The Organizer shall not be responsible in the event of any theft of exhibits and equipment located at the stand, regardless of the circumstances accompanying the theft. The premises are closed from 5.00 p.m. on the fair day to 10:00 a.m. of the next day. Any valuables left at the exhibition stand after it is closed to visitors should be locked and reported to the security services of the facility or at the Organizing Office of the fair.
8. The Exhibitor shall immediately notify the Organizer about any noticed dangers, accidents or damages.
9. The exclusion of the Organizer's liability for the reasons indicated in sec. 1, 4 and 5 shall not be affected by the measures taken by the Organizer to secure the fairgrounds, such as: 24-hour security around the fair organized by the Organizer, closing and opening the fairgrounds at the beginning and end of each day of the Fair.
10. The Exhibitor shall be liable for damages caused by its employees and other persons employed by the Exhibitor, as well as by Co-exhibitors.
11. The Exhibitor shall declare that the Exhibitor will not store goods of unknown origin, toxic, radioactive, industrial chemicals and other goods hazardous to the environment on the premises of the Fair and external areas of the Palace of Culture and Science. In the event of non-compliance with the above provision, the Exhibitor shall pay the Organizer a contractual penalty of **PLN 10,000 + VAT**.
12. The Organizer shall not be liable for any failure in the electrical system of the exhibition stands of the Exhibitors using their own or built-in structures made by a company other than the Organizer. The Organizer shall be responsible only for supplying electricity to the exhibition stand, i.e. in the section from the electrical switchboard of the fair facility to the Exhibitor's distribution box. In the event of the failure referred to in this section, the Exhibitor shall be disconnected from the electricity supply by the Organizer until the failure is successfully removed by the Exhibitor at the Exhibitor's cost and risk.
13. The Organizer shall not be responsible for the actions of Exhibitors and Fair participants that require approvals and licenses from any collective management organizations. If it turns out to be necessary, the Exhibitor or Fair participant shall obtain the approvals and licenses required by law on their own effort and expense.
14. The organizer shall not be responsible for the protection of trademarks, patents, certificates, etc., exhibits presented at the fair.

15. The Organizer shall not be responsible for changing the date of the fair, its cancellation or interruption, as well as for changes in organizational or financial conditions, caused by force majeure or an order of the state or local government authorities.

### **§ 12 Additional provisions**

1. Failure to comply with the provisions of the Regulations, including failure to agree and provide the Organizer with construction plans, electrical plans, certificates within the time limits specified in the Regulations, shall result in a penalty in the amount of PLN **10 000 PLN + VAT**.
2. During the assembly and disassembly of the exhibition stands and the duration of the Fair, the Exhibitor and the companies employed by the Exhibitor shall comply, to the extent necessary for the implementation of the event, with the decisions of the employees of the Department of Protection and Security of ZPKiN.
3. Forty (40) days before the start of the Fair, the Exhibitor shall provide the Organizer 40 with relevant certificates, approvals and attestations required by the provisions of fire protection and construction law in accordance with applicable law.
4. Each element of the stand design, arrangement or decor shall be flame-retardant; the condition for approving the installation is the acceptance by the Fire Protection Specialist in the Department of Protection and Security of the ZPKiN, sent to the Organizer on time, the original documents specifying the fire safety features of the materials used for the exhibition stand and its scenery.
5. It is forbidden to build up and block roads and emergency exits, access to permanent installations of fire-fighting devices and fire-fighting equipment, as well as electrical boards, and to enter the studio in the Marble and Starzyński Hall.
6. The Exhibitor shall install the electrical system in accordance with the applicable regulations.
7. The electrical systems may only be installed by persons with appropriate licenses. The Organizer and ZPKiN reserve the right to control the licenses.
8. Transport of goods, construction elements and exhibition design items along the entire road shall be carried out by trolleys on previously arranged protection plates. Trolleys shall not have any nails, staples, metal filings, pins, etc. in their wheels.
9. Exhibition design items and stand elements shall not be directly adjacent to the walls, the minimum distance shall be 30 cm. It is forbidden to store construction elements, boxes, cardboard packaging in the space between the walls of the exhibition stands and the walls of the building, as well as to place heat emission sources on the walls, pillars and columns finished with stucco or in their immediate vicinity, i.e. at a distance of less than 50 cm.
10. It is forbidden to attach posters, direction signs, information plates, etc. to walls, columns and doors, especially on stone, stucco, wooden and metal surfaces using nails, pins or adhesive tapes.
11. All elements of the design and exhibition stand decor, as well as pallets with goods must be placed on a secured floor or have protective pads to prevent damage to the floor. During the construction and disassembly of the stands, all construction elements shall be stored on a secured floor - both loose elements and pallets with goods.
12. It is forbidden to cut any floor coverings, boards and stand construction materials directly on the floors. It is allowed to glue the carpet to the floor with easily removable double-sided adhesive tapes, i.e. tapes

intended for the fair industry with a textile mesh and acrylic glue, which do not leave adhesive residues on the surface.

13. It is forbidden to place hot heaters, thermos flasks and other thermal devices directly on the floor (parquet, marble)
14. Entry to the area administered by the ZPKiN is payable. Settlements for the time of stay are made by the Department of Protection and Security of ZPKiN in accordance with the price list of parking services.
15. Entry of delivery and passenger vehicles of the Exhibitor and its involved companies into the internal courtyards takes place on the basis of a prior notifying the vehicles entitled to enter to the Organizer, however, the informing about the vehicles cars does not mean that they will be admitted free of charge.
16. The movement of vehicles in the inner yards shall be managed by employees of the Department of Protection and Security of ZPKiN at the posts at the entrance and exit gates. Vehicle drivers shall observe their instructions. In certain safety-related cases and in order to maintain traffic flow, the employees of the Department of Protection and Security of ZPKiN may decide to temporarily suspend traffic in the yards.
17. In safety-related cases, as specified in the regulations, vehicles entering or leaving the courtyards of the Palace of Culture and Science may be subject to a detailed inspection carried out by employees of the Department of Protection and Security of ZPKiN.
18. Transport of goods, construction and design elements as well as technical equipment of the Exhibitor and the construction companies is possible only with goods lifts. The use of a forklift truck for loading and unloading a vehicle is possible only after ordering the service from the forwarder.
19. Goods lifts and forklifts may only be operated by ZPKiN employees licensed by the Office of Technical Inspection (UDT). The Exhibitor and exhibition stand contractors shall follow the recommendations of the crane operator.
20. Extending the work of the goods lift or forklift truck beyond the ordered time is possible only in a situation where it is possible to provide the required service by ZPKiN and it shall require a written order for an additional service.
21. Before using the transport, the Exhibitor or contractor of its exhibition stand shall certify each time with a legible signature and the name of the company the hours of use of a goods lift or forklift truck on a form prepared by the staff managing the goods lift or forklift truck. Otherwise, the members of the personnel have the right to refuse to provide the service.
22. Smoking and the use of open fire is forbidden in the PKiN building
23. After obtaining any information about the threat of an act of terror or other threat during the Fair, the Exhibitor and its exhibition stand contractors shall immediately inform the Organizer of all known circumstances in order to determine the course of action and avoid panic among the visitors and participants of the Fair.
24. If an evacuation is ordered, the Exhibitor and other persons employed by the Exhibitor, as well as exhibition stand contractors shall comply with the decisions of the manager of the evacuation action, whose function, until the evacuation management is taken over by an officer of the State Fire Service or the Police, is performed by authorized employees of the Department of Protection and Security of ZPKiN.
25. The Exhibitor, Co-exhibitor and the exhibition space contractor shall observe the applicable provisions of generally applicable law, including sanitary, fire prevention, administrative and local law.

26. Any noticed damage – defects and irregularities in the operation of systems or technical devices, shall be reported immediately by the Exhibitor or the contractor of the exhibition spaces to the Organizer. Failures caused by a failure to comply with the above provisions by the Exhibitor or the exhibition space contractor, as well as any damage or loss resulting from these failures shall be covered by the Exhibitor.
27. The Exhibitor shall be responsible for the safety of its own employees, subcontractors and third parties staying at the exhibition stand and shall be financially responsible for any damages and losses resulting from improper use by its own employees, subcontractors or third parties using the rented premises and facilities of the Palace of Culture and Science and for any damages occurring inside and outside the facility, related to the event.
28. The Organizer reserves the right to take photos, create reports, photo reports and video reports from the events organised by the Organizer.
29. The organizer may use the image of fair participants, both exhibitors and visitors, only for the promotion and marketing of the fairs they organize or accompanying events.
30. Photos and video reports containing the image of participants and exhibitors can be posted on Youtube and Facebook:
  - [www.grupamtp.pl](http://www.grupamtp.pl)
  - [www.ittfwarsaw.pl](http://www.ittfwarsaw.pl)
31. The Organizer reserves the right to use photos and video materials taken during the fair for the purpose of marketing and promotion of the fair and to upload these materials to the following websites
  - [www.grupamtp.pl](http://www.grupamtp.pl)
  - [www.ittfwarsaw.pl](http://www.ittfwarsaw.pl)
32. The Organizer may store photos and video reports taken during the fair and accompanying events for up to 10 years from the end of the fair.
33. The Organizer reserves the right to use photos and video materials taken during the fair and accompanying events, which, in accordance with Art. 81 sec. 2 of the Act of February 4, 1994 on copyright and related rights (Journal of Laws of 2018, item 1191), do not require consent for more than 10 years.
34. The Organizer shall not be responsible for photos and videos taken during the fairs and accompanying events by third parties without the organizer's knowledge.
35. Photos and video materials taken during the fairs and accompanying events may be published as press materials within the meaning of the Act of January 26, 1984 - Press Law (Journal of Laws, item 24, as amended), as well as for statements being a part of literary or artistic activities.

### **§ 13 Complaints**

1. The Exhibitor has the right to submit a complaint related to the services provided by the Organizer. Complaints shall be submitted to the Organizer in writing under pain of nullity.
2. The Exhibitor shall submit a complaint immediately after discovering the deficiencies or defects, so that the Organizer can state their legitimacy, **but not later than by the end of the Fair.**
3. Complaints submitted after the above-specified deadline shall not be considered, as well as complaints submitted within a period preventing the Organizer from assessing their legitimacy.

4. Complaints shall be considered immediately, but not later than within 30 days from the date of their submission to the Organizer. The Organizer shall notify the Exhibitor in writing about the method of settling the complaint.

#### **§ 14 Final Provisions**

1. The Organizer reserves the right to cancel, shorten, postpone or partially close the Fair in the event of circumstances for which the Organizer is not responsible, including a state of natural disaster or force majeure, in particular fire, storm, flooding, lightning strike, explosion, strike, demonstration, terrorist act, epidemic, national mourning, decision of a public administration body, local government or special body, prohibiting the organization of the event or organization of any events at the Palace of Culture and Science.
2. In the event that the Fair does not take place for reasons for which the Organizer is responsible, the Organizer shall return the amounts paid by the Exhibitors to the bank accounts indicated by them.
3. If the Fair is canceled for reasons for which the Organizer is not responsible, the amounts paid by Exhibitors for participation in the Fair shall be refunded, after deducting the costs incurred by the Organizer related to the organization of the Fair.
4. In the event that the Organizer is forced to shorten, postpone the date or partially close the Fair for reasons for which the Organizer is not responsible, Exhibitors shall not be entitled to claim a reimbursement of the amounts paid by them.
5. In the cases specified in sec. 1 to 4 above, the Exhibitors shall not be entitled to demand any compensation from the Organizer.
6. Any disputes arising between the Organizer and the Exhibitor shall be settled by the court competent for the seat of the Organizer.
7. The Organizer reserves the right to add or remove individual services from the offer specified in the Participation Agreement.
8. Delivering letters between the Parties under the Participation Agreement shall be made to the addresses of the Parties indicated in the Participation Agreement. During the Fair, letters may be delivered, with receipt confirmation by an authorized person, also within the Fair grounds, in relation to the Organizer at the Fair Office, and in relation to the Exhibitor at the place of the rented exhibition space (stands). In case of doubts as to the determination of the date of performance of the activities specified in the Agreement, including these Regulations, the date of performance of the activities, in the case of activities performed by the Organizer, shall be deemed as the date of sending the letter by registered mail or courier or delivery of the letter with the confirmation of the Exhibitor, and in the case of activities performed by the Exhibitor, the date of delivering the letter to the Organizer.
9. By signing the Participation Agreement, the Exhibitor declares that the Exhibitor has read the provisions of the Regulations and undertakes to comply with and apply the provisions, as well as to comply with order regulations and any other arrangements made between the Exhibitor and the Organizer.
10. The Exhibitor declares to not interfere with the substance of the Palace of Culture and Science in a manner that is inconsistent with the decisions and provisions set out in legal regulations, including in particular those related to the **entry of the Palace of Culture and Science building in the register of monuments**. In the event of failure to comply with the above-mentioned obligations, the Organizer shall

terminate the contract without notice and charge the Exhibitor a contractual penalty in the amount of the costs of participation in the fair.

11. The Regulations are an integral part of the Participation Agreement and appendices. In the event of a gross violation of the provisions set out in the Regulations, the Organizer reserves the right to terminate the contract with immediate effect without notice, and the amounts paid for participation in the Fair shall not be refundable. The Exhibitor shall pay the Organizer a contractual penalty of **PLN 10,000 + VAT**.
12. In matters not regulated in the Participation Agreement, attachments and these Regulations, the provisions of the Regulations of the Facility, the Instructions for Use of the Facility, the provisions of generally applicable Polish law and the provisions of the Civil Code shall apply.
13. If any of the provisions of the Regulations, by operation of law or a final or legally valid decision of any administrative authority or court, are deemed invalid or ineffective, the remaining provisions of the Regulations shall remain in full force and effect, and the invalid or ineffective provisions of the Regulations shall be superseded by the provisions having legal effect as close as possible to those considered invalid or ineffective.
14. For the settlement of any dispute, the Polish version of the Regulations shall prevail. The law applicable to the interpretation of the Regulations is Polish law.