

**REGULATIONS FOR THE PARTICIPANTS OF THE FAIRS  
ORGANIZED BY MIĘDZYNARODOWE TARGI POZNAŃSKIE SP. Z O.O.  
AFTER JANUARY 1, 2020**

## **1. GENERAL PROVISIONS**

- 1.1. The following provisions apply to participants in fairs, exhibitions and similar events, hereinafter jointly referred to as “trade fairs”, organised by Międzynarodowe Targi Poznańskie spółka z ograniczoną odpowiedzialnością (limited liability company) with its registered office in Poznań, ul. Głogowska 14, 60-734 Poznań, entered into the Business Register of the National Court Register kept by the District Court for Poznań-Nowe Miasto i Wilda in Poznan under KRS number 0000202703, VAT No. 777-00-00-488, Company code 004870933, hereinafter referred to as “MTP”.  
Mailing address: Międzynarodowe Targi Poznańskie sp. z o.o., Kancelaria, ul. Głogowska 10, 60-734 Poznań.
- 1.2. Participants in fairs organised by MTP shall also comply with:
- a) Specific Provisions
  - b) Terms of Participation
  - c) Fair Thematic Scope
  - d) Rules of the "Exhibitors' Zone" portal, through which orders are made and contracts are concluded on-line,
  - e) Technical and Fire Safety Regulations.
- 1.3. Specific Provisions, Terms of Participation and Fair Thematic Scope are defined separately for each fair event and, together with these Regulations and the Rules of the "Exhibitors' Zone" portal as well as the Technical and Fire Safety Regulations, are an integral part of a fair participation agreement.
- 1.4. For selected fairs, if so provided in the Specific Provisions, MTP shall ensure that disputes related to intellectual property protection and combating unfair competition can be resolved during the fair in accordance with the "Accelerated Dispute Procedure Rules and Regulations (ADP) for Participants of Fairs Organized by Międzynarodowe Targi Poznańskie Sp. z o.o." (hereinafter referred to as: ADP Rules and Regulations), within the scope indicated therein. Fair participants referred to in the preceding sentence shall be required to comply with the ADP Rules and Regulations, which for them are an integral part of the fair participation agreement.
- 1.5. Participation in fairs is limited to business entities that present an offer consistent with the Fair Thematic Scope. Where an offer has no exact counterpart in the Fair Thematic Scope but is similar or comparable to it, consent from MTP shall be required for such offer to be presented at a fair.

## **2. PRINCIPLES OF PARTICIPATION**

### **2.1. PARTICIPANT APPLICATION AND CONCLUSION OF AGREEMENT**

- 2.1.1. In order to apply, prospective participants shall:
- a) send to the registered office of MTP (service provider) the original “U” application form, completed and signed by a person / persons authorised to represent the entity (recipient, payer) notifying participation in a particular fair, along with the letter of authorisation of the named person to place orders and conclude contracts electronically via the "Exhibitors' Zone" portal and – for fairs referred to in point 1.4 – along with the letter of authorisation of the named person to represent the Exhibitor in proceedings under the ADP Rules and Regulations, whose appearance at the venue and during the fair will be ensured by the Exhibitor, and after receiving from MTP the password allowing to access

the portal, file an on-line participant application for the trade fairs by the authorised person (portal user) and order exhibition area for the represented entity;

- b) pay the fee for registration of the exhibitor and the exhibition space provision deposit as referred to in Terms of Participation.

Participant application shall be deemed to be made on the date on which the conditions as aforesaid are satisfied.

For participation applications submitted before the entry into force of the Regulations in the version established as at 1 January 2020, it is assumed that the person named as authorised to place orders and conclude contracts electronically via the "Exhibitors' Zone" portal referred to in point 2.1.1.(a) shall be at the same time the person authorised to represent the Exhibitor in proceedings under the ADP Rules and Regulations and will be available at the venue of and during the fair. If the person referred to in the preceding sentence is not present at the venue of and during the fair, the Exhibitor shall be required to deliver to MTP a written authorisation to represent the Exhibitor in the proceedings pending under the ADP Rules and Regulations for the person whose appearance at the fair is ensured by the Exhibitor, not later than one week before the fair commencement date.

The Exhibitor shall be required to grant the person authorised to represent the Exhibitor in proceedings under the ADP Rules and Regulations a written power of attorney to execute an arbitration clause on behalf of the Exhibitor, referred to in Article 1.16 of the ADP Rules and Regulations.

- 2.1.2. Applications shall be made by the date specified as the “**application deadline**”. Any applications submitted after such deadline shall be considered by MTP if exhibition space is available. Detailed information is available in the “Exhibitors' Zone” portal.
- 2.1.3. Submission of a participant application shall be equivalent to tendering an offer for participation in a fair. The date of making the registration via the "Exhibitors' Zone" portal recorded in the computer system is deemed to be the date of submission of the participation offer.
- 2.1.4. 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 MTP presented in the participation form and in the “Exhibitors' Zone” portal.
- 2.1.5. MTP shall inform of accepting the participation in the fair and concluding the agreement electronically (e-mail), indicating that a document issued in electronic form “Confirmation of Participant Application”, in which they determine the size and type of exhibition space allocated and its location, has been posted by MTP on an individual account of the participant (ordering person, recipient) in the Exhibitors' Zone portal and it is ready to download/print.

The date of sending electronic information (e-mail) on the “Confirmation of Participant Application” by MTP to the customer shall be deemed the date of concluding the participation agreement MTP reserves a right to refuse acceptance of any fair participation offer (e.g. due to such offer being inconsistent with the fair's thematic scope, or where no further space is available), of which they shall inform electronically (e-mail), indicating that the relevant document has been posted by MTP on an individual account of the participant (ordering person, recipient) in the Exhibitors' Zone portal and it is ready to download/print.

In the case of refusal to accept the participation offer, MTP shall refund the exhibition space provision deposit into the bank account of the entity which filed the application (recipient, payer).

- 2.1.6. MTP shall assign exhibition space subject to its availability and, if possible, as requested by the participant. Should the size or type of exhibition space allocated by MTP in the Confirmation of Participant Application differ from that indicated in the application, the agreement should be based on the terms set out in the Confirmation of Participant Application.

- 2.1.7. MTP reserves a right to change the original exhibition space allocation indicated in the Confirmation of Participant Application, of which they shall inform electronically (e-mail), indicating that the relevant document has been posted by MTP on an individual account of the participant (ordering person, recipient) in the Exhibitors' Zone portal and it is ready to download/print. Should any such change be made, participants may not claim damages from MTP.
- 2.1.8. Any changes in the exhibition space order and other elements of the agreement on participation in the fair, introduced by an entity which submitted the application (ordering person, recipient) shall require its relevant actions through the Exhibitors' Zone portal or a written form.
- 2.1.9. The entity applying for participation shall be obliged to pay a fee for registration of the exhibitor, which includes handling charges associated with the preparation of the documentation by MTP related to the conclusion of the agreement for participation in the fair and execution of the order for space and the package of additional services offered to the exhibitor.

The amount of the fee for registration of the exhibitor, the rules for its payment and benefits included in this fee are set out in the "Terms of Participation" of a particular fair and in the "Exhibitors' Zone" portal.

- 2.1.10. Exhibition space shall be made available to the fair participant subject to payment of amounts due under a participation agreement.

Where the amounts as aforesaid are not paid prior to commencement of a given fair, MTP shall have a right not to provide exhibition space until such amounts have been paid.

## **2.2. CANCELLATION OF PARTICIPATION**

- 2.2.1. Cancellation of participation offer or withdrawal from the participation agreement (concluded on the date of receipt of the "Confirmation of Participation") shall require a written form, otherwise being null and void.
- 2.2.2. Registration fee is due and payable notwithstanding cancellation of participation offer or withdrawal from participation agreement, and it shall not be reimbursed when paid.
- 2.2.3. The entity which cancelled its offer of participation in the fair or withdrew from the participation agreement within 14 days of the date the agreement was concluded, i.e., the date of sending the electronic information (e-mail) concerning the "Confirmation of Participant Application" by MTP, shall be entitled to receive a refund of the deposit for exhibition space rental as referred to in point 2.1.1. In this case, MTP shall refund the deposit to the bank account of the entity that made the notification (recipient, payer).
- 2.2.4. Withdrawal from the fair participation agreement after the period of 14 days from the date the agreement was concluded, i.e., the date of sending the electronic information (e-mail) concerning the "Confirmation of Participant Application" by MTP, shall result in forfeiture of the deposit as referred to in point 2.1.1.
- 2.2.5. Entities which have cancelled their participation offer or withdrawn from participation agreement shall not be entitled to services covered by the fee for registration of the exhibitor. Exhibitor's cards authorizing entry to the fair grounds and invitations to accompanying events shall be returned.
- 2.2.6. For fairs referred to in point 1.4., withdrawal from the fair participation agreement by the Exhibitor after the delivery of the request for instituting proceedings under the ADP Rules and Regulations to the Exhibitor shall not affect the Exhibitor's obligation to have its stand and exhibits inspected in accordance with the aforesaid Rules and Regulations.

## **2.3. CO-EXHIBITORS AND REPRESENTED COMPANIES**

2.3.1. Exhibitors shall apply for participation, as co-exhibitors, of other entities which will use part of the exhibitor's space/stand to display their own products or services and which delegate their own employees to the fair for that purpose. Applications concerning co-exhibitors must be submitted on-line via the "Exhibitors' Zone" portal.

2.3.2. MTP shall charge the exhibitor as an entity applying for participation of a co-exhibitor a fee for the acceptance of such a co-exhibitor's application. The fee for co-exhibitor's application shall include handling charges related to the registration of a co-exhibitor, as well as additional services provided to the co-exhibitor.

The amount of the co-exhibitor registration fee, the rules for its payment and the scope of services included in this fee are set out in the "Terms of Participation" of a particular fair and in the "Exhibitors' Zone" portal.

2.3.3. MTP agrees to the participation of co-exhibitor(s) in the "Confirmation of Application Registration" or by issuing a separate document containing such approval and making it available according to the procedure analogical to that applied for the Confirmation, i.e. through the Exhibitors' Zone portal (on an individual exhibitor's account), simultaneously informing thereof electronically (e-mail).

Exhibitors may not give their space/stands (or parts thereof) for use to other entities without MTP's consent. If any space is made available to entities not registered as co-exhibitors, MTP has the right to impose a contractual penalty on the exhibitor corresponding to the value of the registration fee applicable to the co-exhibitor. The Exhibitor shall be responsible for the exhibits and other materials of the co-exhibitor as for its own exhibits and materials, and, in the case of the fairs referred to in point 1.4, a request may be filed against the Exhibitor to resolve a dispute concerning the exhibits or materials of the co-exhibitor under the ADP Rules and Regulations.

2.3.4. Co-exhibitors shall have all privileges and obligations of exhibitors, as specified herein.

2.3.5. Exhibitors/co-exhibitors shall apply for participation, as represented companies, of other entities whose products or services will be displayed at the exhibitor's stand but whose employees will not be delegated to the fair. Applications for represented companies must be made on-line via the "Exhibitors' Zone" portal.

The data related to represented companies will be disclosed in a fair catalogue as represented companies, with exhibitors/co-exhibitors acting as their representatives also to be identified.

No additional fees shall be charged on application for participation of represented companies.

2.3.6. The Exhibitor is obliged to notify its co-exhibitors of the provisions of these Regulations, in particular the provisions contained in the order regulations as well as on the Specific Provisions related to the particular fair, and in case of fairs referred to in point 1.4 also on the contents of the ADP Rules and Regulations.

2.3.7. The Exhibitor and the Co-Exhibitor must notify their staff present at the stand on the order regulations set out in these Regulations as well as on the Specific Provisions related to the particular fair, and in the case of fairs referred to in point 1.4. also on the contents of the ADP Rules and Regulations.

2.3.8. The Exhibitor is obliged to notify its staff and contractors responsible for installation and disassembly works associated with the construction and fitting out the stand or arrangement of the exhibition space of the technical and fire safety regulations in force at MTP or at any other place of organisation of trade fairs.

2.3.9. The Exhibitor / Co-Exhibitor shall be responsible for the exhibits and other materials of the company it represents as for its own exhibits and materials.

### **3. TRADE FAIR SERVICES. CONDITIONS FOR SERVICE PROVISION**

- 3.1. Ordering services related to the fair participation shall be made on-line via the "Exhibitors' Zone" portal.  

Services may be ordered on-line via the "Exhibitors' Zone" portal by a person (portal user) authorised by the entity on whose behalf the services are to be implemented (recipient), indicated in the “U” application form submitted to MTP.
- 3.2. Trade fair services should be ordered by the order submission deadline.
- 3.3. The prices of fair services shall be set separately with reference to particular fairs. Detail information is available in the “Exhibitors' Zone” as well as in the "Terms of Participation" of particular fairs.
- 3.4. MTP guarantees to include in the catalogue the name/company, its contact details and the exhibitor's product range - in the scope covered by the fee for registration of the exhibitor, as well as the co-exhibitor's product range - in the scope covered by the co-exhibitor registration fee, subject to performing actions by the person authorised by the exhibitor / co-exhibitor (indicated in the “U” application form), on-line via the “Exhibitors' Zone” portal, in "Your catalogue entries and products", consisting in providing detailed data which is to be placed by MTP in the catalogue (published in printed and/or electronic form and/or on the Internet), in the alphabetical order (list of exhibitors) and according to industry branches (in accordance with the fair thematic scope).  
In the case the person authorised by the exhibitor/co-exhibitor fails to perform appropriate actions in the “Your catalogue entries and products” tab, MTP shall make an entry in the catalogue based on the information concerning the exhibitor/co-exhibitor provided in the “U” application forms.
- 3.5. Exhibitors and co-exhibitors have the right to order additional entries as well as advertisements in the catalogue. Such an option is part of the services offered by MTP. Services can be ordered online via the "Exhibitors' Zone" portal.
- 3.6. In the case of fair the catalogue of which is published in printed form placing the order for additional catalogue entry after the time of going the catalogue to press shall result in making the entry by MTP on-line exclusively.
- 3.7. MTP shall not be liable for the contents of trade offers and advertisements submitted for insertion in the catalogue or for any consequences of editing errors or omissions in the catalogue.
- 3.8. MTP does not guarantee the fulfilment of orders for catalogue advertisements placed after the deadline (advertisements are placed in the printed version of the catalogue and/or on CD/DVD).
- 3.9. MTP guarantees the performance of advertising services other than those stipulated in Items 3.5-3.8, (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 in the “Exhibitors' Zone” portal.
- 3.10. Advertisement outside the stands, made using the exhibitor's / co-exhibitor's own tools and resources, is payable and requires the consent of MTP. 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.
- 3.11. Exhibitors who order stand construction and furnishing services from MTP shall conclude a separate agreement for stand construction and furnishing services. MTP shall commence work on any such order provided that the exhibitor makes an advance payment as specified in the agreement on stand construction and furnishing services, and that the prospective participant pays any such required amounts as are due under a participation agreement. The execution of the service is confirmed by the relevant report signed by the fair participant (the exhibitor) and MTP.

- 3.12. MTP guarantees the provision of the service consisting in the installation of IP cameras at exhibition stands or in other spaces arranged by fair participants, ordered on the date and according to the rules defined in order forms for such services, submitted on-line via the "Exhibitor's Zone" portal. The service is available against payment and may be provided during the assembly, in the course of the fair and accompanying events and during dismantling.
- 3.13. If electrical connections are to be executed as part of the order for stand construction and furnishing services (referred to above) or upon a separate order for electrical connections, MTP shall charge the ordering entity for the power network use.

For persons ordering built-up areas / exhibition stands, equipped with electrical connections (sockets, lighting, etc.) from the offer presented in the "Exhibitors' Zone" portal, the fee for the use of electricity is included in the price of the area / stand rental.

- 3.14. The amount of the fee for using MTP's power network will depend on the connection power and network usage time (fair duration) and in the "Exhibitors' Zone" portal.

Fees for use of MTP's power network and the terms of payment shall be specified in Terms of Participation.

- 3.15. Electrical, water supply and sewage connections, compressed air connections, IT network connections, services related to the suspension of parts to the ceilings in halls, as well as other services provided on MTP grounds shall be performed exclusively by MTP.
- 3.16. Documents granting the admission and vehicle access to the area of MTP and the rules of admission, vehicle access and parking are stipulated in the "Specific Provisions" of a particular fair. Documents for admission, entry and parking not included in the fee for registration of the exhibitor should be ordered and registration of a co-exhibitor should be made on-line via the "mtp24.pl" portal.
- 3.17. Applications for competitions organised by MTP should be submitted on-line via the "Exhibitor's Zone" portal. Detailed information on competitions and regulations of competitions are available on the website of the specific fair and on the "Exhibitor's Zone" portal

#### **4. INTELLECTUAL PROPERTY AND SAFETY STANDARDS REGARDING EXHIBITS**

- 4.1. Products exhibited at trade fairs (including, but not limited to, machinery and equipment) should have conformity assessment certificates as required by law, including in particular those relative to safety standards.  
If a product presented at a trade fair has not undergone conformity assessment as required by law, relevant information must be visible at a stand where any such product is displayed.
- 4.2. It is recommended that the exhibitors / co-exhibitors obtain for themselves, prior to exhibiting their own products at the fair, information on the rules concerning the protection of industrial property, copyright, protection of competition and combating unfair competition. Moreover, it is recommended that exhibitors/co-exhibitors have at their disposal during the fair complete documentation confirming their right to use the subject of intellectual property rights used in connection with the participation in the fair, in particular in the goods or services of the exhibitor/co-exhibitor, being the subject of the exhibition and used in advertising and promotional materials, or in the decoration or construction of the stand. The documentation referred to in the preceding sentence may include in particular extracts from relevant registers of industrial property rights, documents confirming payment of periodical fees, documents confirming authorship or ownership of copyrights on other grounds, including agreements on the acquisition of such rights or licence agreements.
- 4.3. In the light of the provisions of the Act on the Protection of Industrial Property in force in Poland, it is possible to apply for exhibition priority to obtain the Polish protection rights for a utility model or a right

derived from industrial design registration. Exhibitions (fairs) organised by MTP having the privilege of priority are indicated by the President of the Polish Patent Office in due notice. MTP shall issue a certificate of presentation of the utility model or industrial design at the request of the exhibitor / co-exhibitor, taking into account the requirements concerning evidence of priority established by the President of the Patent Office. Exhibition priority may give rise to claims of priority only on Polish territory.

With regard to inventions or trademarks, there is only the possibility of applying for priority to obtain a patent or legal protection for the invention in the event of presenting the invention or trademarked goods or services at the official or officially recognised international exhibition within the meaning of the Convention relating to international exhibitions. Since the exhibitions (fairs) organised by MTP do not have such a character, in order to obtain legal protection it is recommended that inventions are notified to the patent office before their presentation at fairs.

- 4.4 MTP shall not be liable for damages resulting from violation of rights of exhibitors /co-exhibitors by other fair participants, in particular intellectual property rights or personal rights, as well as for damages resulting from acts of unfair competition committed to the detriment of the exhibitor/co-exhibitor by another fair participant. Neither shall MTP be liable for damages resulting from dispute rulings issued by an Expert on the basis of the provisions of the ADP Rules and Regulations.
- 4.5 In case of public presentation or public broadcasting of musical compositions or compositions involving lyrics and music, fair participants must undertake to obtain permission of the collective rights management organisations and pay the applicable royalties to such organisations, in accordance with the applicable laws and regulations.
- 4.6 At fairs where it is possible to issue a certificate referred to in point 4.3, MTP ensures that exhibitors / co-exhibitors shall have the opportunity to obtain during the fair detailed information on the protection of industrial property, copyright, protection of competition and unfair competition. For this purpose MTP shall establish an information point on the fairgrounds, where support is provided by patent attorneys or general information may be obtained, and those interested in obtaining help from a patent attorney are referred to the patent office cooperating with MTPs.
- 4.7. If during a fair referred to in point 1.4. the Exhibitor or a third party requests the another Exhibitor to resolve a dispute concerning the infringement of the rights referred to in Article 5 of the ADP Rules and Regulations, the Exhibitor, to whom the abovementioned request applies, shall be required to sign an ADP clause using the template enclosed as Appendix 1 to the ADP Rules and Regulations and submit it in the manner and within the time limit set out in the ADP Rules and Regulations. Failure to comply with this obligation shall entitle MTP to withdraw from the fair participation agreement concluded with the Exhibitor. MTP may submit a declaration of withdrawal from the fair participation agreement concluded with the Exhibitor not later than on the last day of the Fair as specified in the Specific Provisions. In such event, MTP may charge the Exhibitor with a contractual penalty equal to the fee specified in Article 23.7 of the ADP Rules and Regulations and retain all fees and remuneration charged for the above agreement. The provisions of the second sentence of point 4.9, and point 5.6. shall apply accordingly.
- 4.8 In the case of disputes referred to in point 4.7., the Exhibitor shall be required to keep confidential the very existence of proceedings under the ADP Rules and Regulations and any information related to such proceedings, including in particular the ruling, any actions, as well as documents submitted or disclosed in such proceedings, unless the parties to such proceedings have agreed otherwise, disclosure of information is a statutory obligation or imposed by a court or authorized body, or serves to protect rights, pursue claims or defend against civil, criminal or administrative liability before a common court of law, Supreme Court, arbitration court, administrative court or state body. In case of violation of the obligation specified in the preceding sentence, MTP may claim damages on general terms and conditions.

- 4.9. In a particularly justified case, where the fact that the Exhibitor infringes the intellectual property rights of another Exhibitor or a third party or commits an act of unfair competition to their detriment is beyond reasonable doubt in the light of the available, reliable information, MTP – and in the case of fairs referred to in point 1.4, an Expert – may:
- a) order the Exhibitor to remove the disputed exhibits from the stand or to conceal them;
  - b) order the Exhibitor to permanently close the stand;
- Should the Exhibitor fail to do the above, MTP will order the exhibits to be concealed or removed from the stand or the stand to be closed at the Exhibitor's cost and risk.
- 4.10. The Exhibitor guarantees that it is authorised to use the subject of intellectual property rights used in connection with the participation in the fair, in particular in the goods or services of the co-exhibitor or of the represented company, which are exhibited or used during the fair in advertising or promotional materials, or in the decoration or construction of the stand.

In the event that third parties submit any claims against MTP for infringement of any third party rights by the Exhibitor, including intellectual property rights and personal rights, or for an act of unfair competition committed by the Exhibitor, the Exhibitor undertakes to take, at its own cost and risk, all legal steps to ensure adequate indemnification of MTP against such third party claims, and in particular – if it is possible in the circumstances of a given case – join proceedings instead of or together with MTP, at MTP's choice. In such circumstances, the Exhibitor shall be required to cooperate with MTP in order to obtain a favourable decision, including in particular the dismissal of third party claims, or to obtain a decision to the same effect, and if that is not possible, to reduce their amount. If despite meeting the above conditions, in accordance with a final and binding decision of a competent court or arbitration court or an amicable settlement, MTP is required to pay any amounts to third parties or to incur any damage, the Exhibitor shall be required to reimburse MTP for any actual costs incurred and to compensate MTP for any damage related thereto, and in particular it will reimburse the equivalent of the claims covered by MTP, including claims for compensation or the relinquishment of obtained benefits, awarded fines, costs, etc., including legal costs and costs of court, administrative, arbitration proceedings, etc. (including the costs of legal representation in the amount of minimum fees for advocate's/legal adviser's services in accordance with the Regulation of the Minister of Justice applicable to given court proceedings).

- 4.11. If MTP orders the Exhibitor to permanently close the stand in accordance with point 4.9.(b). above or the obligation to permanently close the stand results from an expert's ruling issued pursuant to the ADP Rules and Regulations or if the Exhibitor violates the obligations arising from the ADP Rules and Regulations, in particular in a manner preventing proceedings specified in the ADP Rules and Regulations, MTP may withdraw from the fair participation agreement concluded with the Exhibitor not later than on the last day of the Fair as specified in the Specific Provisions. In such event, MTP shall have the right to retain all fees and remuneration charged under the agreement. The provisions of the second sentence of point 4.9., and clause 5.6., shall apply accordingly.

## **5. GENERAL REGULATIONS AND FIRE SAFETY RULES**

- 5.1. Dates and hours for commencement of the fair, stand construction and dismantling periods and opening hours of halls and the fair grounds as well as the rules of entry and parking of vehicles are described in Specific Provisions. Staying on the MTP grounds beyond the dates and opening hours requires the consent of MTP. If staying and parking on the MTP grounds is justified because of the need for early assembly or later disassembly, the exhibitor shall be charged a special fee.
- 5.2. During the fair opening hours stands shall be available to visitors. Temporary closing of stands shall be subject to prior approval from MTP.  
In justified cases (e.g. protection of a utility design from unfair competition) and with prior approval from MTP, an exhibitor may restrict access of general public to a part of the stand and allow entrance only to the holders of a relevant invitation. However, the exhibitor should secure stand personnel to provide visitors with appropriate information.



- 5.3. No offer of goods and services shall be exhibited or presented at a stand that is inconsistent with the thematic scope of a given fair event.

At MTP's request, a fair participant shall discontinue presentation of any such offer and shall at its own expense remove exhibits from the stand, failing which MTP shall have such exhibits removed from the stand or close the stand at the fair participant's risk and expense.

- 5.4. Participants may not display prices on exhibits or conduct retail sales from exhibition stands for the duration of the fair, unless the Specific Provisions state otherwise.

At MTP's request, a fair participant should at his own expense cease unauthorised display of prices or conduct of retail sales from exhibition stands, failing which MTP shall have such prices and goods removed from the stand or close the stand at the fair participant's risk and expense.

- 5.5. Maximum level of sound pressure at the stand, associated for example with performing or playing music during the fair, may not exceed 70 dB (noise reduction) except in the cases referred to in Item 5.7 below.

Loudspeaker columns shall not be directed towards passageways and the neighbouring stands.

At the request of MTP, fair participants shall reduce the noise to the required level and shall properly adjust the amplification system or other devices, failing which MTP shall discontinue power or compressed air supply to the stand or close the stand at the fair participant's risk and expense.

- 5.6. Stand closure by MTP in cases described in points 5.3-5.5 may be temporary in nature and continue until such time as MTP's instruction is complied with, or it may be permanent, i.e. it shall continue to the end of the fair.

Permanent stand closure shall be treated as a sanction for exhibitor's failure to perform under the participation agreement. In such a case, the exhibitor shall not be reimbursed for his registration fee or exhibition space provision, stand construction and other fair service fees. Moreover, the exhibitor concerned shall not be entitled to any compensation, with stand closure being a sanction for his default.

- 5.7. Reducing the noise level to 70 dB, as stipulated in Item 5.5, does not apply to the presentation at the fair, according to its "Thematic Scope", of machines, devices and tools in motion, and to the organization of fashion shows or other events with a music track after prior agreement with MTP.

- 5.8. Stands or other exhibition areas and passages in the halls as well as entrance doors to the halls may be temporarily closed by MTP for organisational or safety reasons, and at this time may not be available for the participants of the fair and/or visitors.

- 5.9. Cleaning the stands during the fair takes place before the opening or after the closing of the fair to the public, according to the principles set out in the "Specific Provisions" of a particular fair.

- 5.10. Fair participants (exhibitors and co-exhibitors) and stand constructors are required to:

- a) properly and carefully perform the assembly / dismantling of stands and exhibits (machinery, equipment, etc.), and present exhibits during the fair so as not to damage MTP's infrastructure or the stands and property of other participants of the fair;
- b) after assembly and before the commencement of the fair, remove from the stand and its immediate surroundings any packaging and waste left after furnishing the stand and arranging the exhibition space;
- c) after the end of the fair, remove exhibits from the stand, dismantle the stand structure and furnishings and restore the occupied exhibition space to the original condition no later than by the last day of the dismantling period.

The waste generated in connection with the stand assembly and during fair events should be disposed of into containers placed in front of the halls and labelled in accordance with the principle of selective waste collection applicable on the MTP grounds. Stand dismantling waste, including large-size waste should be disposed of into containers intended for this purpose. It is forbidden to dispose of waste

hazardous to human health and the environment on MTP's premises or in any other places of organisation of trade fairs by MTP. They must be disposed of by the exhibitor.

Participants (exhibitors) building their own stands or other exhibition areas and entities responsible for fitting out stands or exhibition areas on behalf of exhibitors shall be charged a waste removal fee by MTP. The amount of the said fee is fixed in the Terms of Participation.

- 5.11. Fair participants may not remove exhibits from stands or other exhibition space and dismantle stands or other types of space arrangement elements before the closing time, except where it is based on the Regulations or the ADP Rules and Regulations. Removal and dismantling may be commenced only after the fair grounds have been closed to visitors on the fair's last day.
- 5.12. Elements of the stand construction and equipment left in the stand or exhibition space and the surrounding area without notifying MTP and not removed by the participant (exhibitor / co-exhibitor) and stand constructor in the dismantling period, shall be deemed abandoned property with the intention of getting rid thereof, and MTP shall dispose of such property at its own discretion.
- 5.13. It is forbidden to leave unattended any items, including luggage or other property. Items left unattended outside the stand or other exhibition space on the MTP grounds or at any other place of organisation of trade fairs by MTP, during assembly, trade fairs and disassembly, may be removed or destroyed for security reasons by MTP or specialist services at the expense of the exhibitor / co-exhibitor / or other person who has left the items, unless that person cannot be identified. MTP shall not be held liable in this respect. If in connection with leaving any items unattended evacuation of people from the halls or the fairgrounds is required, the costs of the evacuation shall be charged people who left these items.
- 5.14. Taking photographs, filming and drawing of stands, exhibited goods and other fair participants should be agreed with the fair participants, except where it is based on the ADP Rules and Regulations. Taking pictures and filming the fair exhibition space for commercial purposes requires the consent of MTP. Should the above mentioned actions interfere in the organisation of the trade fair, they may be suspended with the consent of MTP.
- 5.15. It is prohibited to carry out commercial, advertising, promotional or canvassing activities outside the stand, unless the prior consent of MTP has been obtained. Advertising outside the stand is paid.
- 5.16. It is forbidden to carry out propaganda activities, auctions and collections of cash on the MTP grounds or at other places of organisation of trade fairs by MTP without a duly substantiated request submitted to MTP and obtaining the consent of MTP. It is forbidden to take actions incompatible with the law.
- 5.17. It is forbidden to bring in (carry in) animals to the MTP grounds as well as bikes, segways, skateboards and similar equipment.  
This does not refer to animals and items that are the subject of exhibition covered by the "Thematic Scope" of the fair or similar events (animal exhibitions).
- 5.18. No weapons, ammunition, explosives and other objects may be brought onto the MTP grounds or any other place of organisation of fairs by MTP which might endanger safety of persons present on the fair grounds and the property located in the area. The prohibition does not apply to arms, ammunition and other materials that are the subject of exhibition covered by the "Thematic Scope" of the fair or similar events (exhibitions).
- 5.19. It is prohibited to smoke tobacco products on the MTP grounds and other places of organisation of trade fairs, including halls, conference rooms and other facilities, with the exception of dedicated and specially marked areas (cabins for smokers).
- 5.20. Fair participants and other persons referred to in these Regulations are obliged to:
  - a) ensure that their activities do not interfere with any transport routes and fire protection zones in the halls and open areas (outside the halls) on the MTP grounds or in other places of organisation of

- trade fairs by MTP;
- b) comply with road traffic regulations in force in the area of traffic on the MTP grounds or in other places of organisation of trade fairs by MTP, and any signs excluding some users from the traffic zone;
- c) observe any orders issued by MTP services for organisational and safety reasons (protection of property and the need to ensure the safety of persons on the fairgrounds), ordering the removal of items from transport routes, evacuation of people from the halls or the fairgrounds; MTP shall not be liable for any damage arising from failure to observe the issued orders;
- d) execute the commands of the Fire Department or other state services during evacuation, rescue, control and or reconnaissance operations; pay any fines imposed by the officers of the Fire Department or other state services according to the regulations on fire prevention and safety in force in the Republic of Poland.

5.21 Moving of pedestrians and vehicle drivers along transportation roads and evacuation routes in the halls and in the open space, both during the fair and during the assembly and dismantling, requires particular caution, in particular, as regards pedestrians who should pay attention to sound and light signals of vehicles (e.g. fork lifts) used for assembly, dismantling, transport, service works

## **6. SECURITY**

- 6.1. The MTP grounds and other places of organisation of trade fairs are protected by security service personnel and are provided with proper technical protection measures (e.g. CCTV).
- 6.2. The exhibitor shall, both during the trade fair and in the stand assembly and dismantling periods, at his own expense and risk, secure exhibits and equipment against possible damage or losses.
- 6.3. Stand guarding services may be obtained for the stand assembly and dismantling periods or the fair duration provided that the interested party (exhibitor, stand contractor, etc.) informs MTP (Technical Co-ordinator/employee of the Fair Organizer's Office) about this intention with due notice. Stand guarding personnel may be hired from MTP following the submission of a relevant form.
- 6.4. For the duration of the fair halls are opened, closed and sealed in the presence of a committee. Exhibitors are entitled to have their own representatives included on that committee.
- 6.5. Exhibitors shall make all of the exhibition space available to the committee for the purpose of fire safety checks.

## **7. LIABILITY AND INSURANCE**

- 7.1. MTP shall not be liable for any damage or shortages of the property of fair participants caused by third parties or solely through the fault of the party which suffered losses.
- 7.2. MTP shall not be liable for any damage to the property of fair participants caused by force majeure such as fires, explosions, lightning, high winds, floods or power and gas (compressed air) supply failure, which are beyond the control of MTP.
- 7.3. MTP shall not be liable for items (e.g. luggage) left unattended on the MTP grounds or in other places of organisation of trade fairs by MTP. Participants of the fair and other entities mentioned in these Regulations shall have no claims due to removal or destruction of items left unattended by MTP for safety reasons (a real threat or suspected threat to the safety of persons and property).
- 7.4. Any increased security measures taken by MTP, as referred to in point 6, shall have no effect on MTP's exemption from liability for the aforementioned damage.
- 7.5. MTP shall not be liable for any damage suffered by the participants of fairs and other entities mentioned

in the Regulations as a result of non-compliance with the instructions issued by MTP services in emergency situations threatening the safety of persons and property, e.g. in connection with the order to evacuate persons from the exhibition hall.

- 7.6. Fair participants shall obtain by themselves a civil liability insurance, as well as insure their property brought to the area of MTP (exhibits, equipment and devices at the stand, stand construction and equipment elements, private property, company vehicles, etc.), both for the duration of the fair and for the period of assembly and disassembly. The obligation to obtain civil liability insurance on one's own does not apply to participants (exhibitors / co-exhibitors) whose insurer is MTP, and the cost of the civil liability insurance for the period of the fair (fair duration, assembly and disassembly) shall be included in the fee for registration of the exhibitor referred to in Item 2.1.9., or in the co-exhibitor registration fee referred to in Item 2.3.2.
- 7.7. Fair participants and stand constructors are liable for damages resulting from the acts or omissions of their employees.
- 7.8. Fair participants shall be financially liable for any damage to MTP property (damage, destruction, or shortages). The liability as aforesaid shall also apply to stand construction companies providing space arrangement (contractors).

Damages shall be assessed by MTP in the presence of a fair participant's or exhibitor's representative, which shall be confirmed in a proper protocol.

- 7.9. The fact of suffering any damage shall be immediately reported by the fair participant to MTP (Technical Coordinator, staff member of Exhibitors' Reception Desk, Project Director, Hall Manager, staff member of Protection and Security Service), in order to draw up the event report which shall be the basis for claiming any possible compensation (from the insurance policy, in legal proceedings). In the case of suffering a damage resulting from the actions of third parties and bearing the signs of an offence or crime (e.g. theft, property damage, or personal injury), the fair participant shall also notify the fair police immediately after noticing the damage.

## **8. CUSTOMS DUTIES AND FORWARDING**

- 8.1. Transport of goods performed by the trade fair participants from (and into) the countries which are not Member States of the European Union means that the goods have been transported into (and from) the customs area of the European Community. This means that the obligations specified in the customs law are applicable, unless international agreements stipulate otherwise.  
Trade fair participants from countries which are not Member States of the European Community should learn about the provisions of the European Union acquis (the European Community Customs Code, Common Customs Tariff, regulations) and the internal legal regulations of the Republic of Poland (Customs Law and executive orders).
- 8.2. The transportation and forwarding of exhibits and other merchandise shall be performed at the fair participant's risk and expense.
- 8.3. Forwarding services on the fair grounds, including transportation and unloading/loading services, shall be provided exclusively by MTP and MTP official forwarding companies with which MTP concluded appropriate agreements.  
Official MTP forwarders shall provide their services having regard to Uniform Pricelist for Forwarding Services.

## **9. COMPLAINTS**

- 9.1. Any complaints of the fair participants shall be submitted to MTP in writing.

- 9.2. Exhibitor's complaints pertaining to stand construction by MTP, stand location (location of presentation) and the size of the space actually occupied will be reviewed by MTP providing that they have been filed no later than on the last day of the fair (before the dismantling period).
- 9.3. Other complaints of exhibitors should be submitted no later than within one month from the last day of the fair.
- 9.4. No complaints filed after the aforementioned time shall be considered.

## **10. FINAL PROVISIONS**

- 10.1. Should circumstances beyond its control occur, MTP reserves the right to cancel, partially close, shorten or reschedule fair events. In such cases entities which have applied for participation in the trade fair are not entitled to damages or reduced fees (fee for registration of the exhibitor, fee for co-participant's application, fee for ordering exhibition space, and fee for the provision of exhibition space).
- 10.2. Trade fair participants are obliged to comply with the binding regulations generally applicable in the Republic of Poland.
- 10.3. All disputes which may arise between MTP and trade fair participants and which cannot be settled amicably shall be referred to the local common court of law of MTP.
- 10.4. For the purposes of settling disputes with trade fair participants from countries other than Poland, the Polish version of the Regulations shall prevail, and any obligations arising under the fair participation agreement shall be governed by the laws of Poland.