

**MTG SA GDAŃSK INTERNATIONAL FAIR CO.  
REGULATIONS FOR TRADE FAIR PARTICIPANTS**

## **1. GENERAL PROVISIONS**

**1.1.** The provisions of these Regulations shall bind individuals participating in trade fairs, i.e. Exhibitors/ Co-exhibitors, as well as Shell Scheme Contractors and non-Exhibitor entities who submit applications on behalf of Exhibitors to participate in trade fairs organised by Międzynarodowe Targi Gdańskie Spółka Akcyjna (the MTG SA Gdańsk International Fair Joint Stock Company) in Gdańsk.

**1.2.** These Regulations include the following integral parts:

- Terms and Conditions of Providing Exhibition Space;
- List of Product Groups.

**1.3.** Participation shall be available to Exhibitors and Co-Exhibitors who present products/services compliant with the subject matter of a given trade fair, as specified in the List of Product Groups.

**1.4.** Should any matter be otherwise regulated in the Terms and Conditions of Providing Exhibition Space versus the provisions of these Regulations, the provisions of the Terms and Conditions of Providing Exhibition Space shall apply.

**1.5.** The terms used in these Regulations shall have the following meanings:

- Regulations—these regulations,
- MTG—Międzynarodowe Targi Gdańskie SA (Gdańsk International Fair Joint Stock Company) with its registered office in Gdańsk, Poland,
- Trade Fairs—events organised by MTG,
- Exhibitor—a legal person or a natural person running a business, who presents products/services in accordance with the thematic range of a trade fair,
- Co-Exhibitor—a legal person or a natural person running a business, who presents products/services in accordance with the thematic range of a trade fair together with an Exhibitor; a Co-Exhibitor application is submitted by a trade fair Exhibitor, as per 2.4.3 below,
- Participant—Exhibitor and Co-Exhibitor,
- Shell Scheme Contractor—an entity contracted by a Participant in order to construct a shell scheme (booth) on the exhibition space ordered without a shell scheme (booth) by the Participant,
- Visitor—a person who makes use of the trade show offer and is present at the fairgrounds,
- Fairgrounds—the AMBEREXPO Exhibition & Convention Centre, as well as the area of other real estate made available by MTG, where MTG holds trade fairs, including car parks and access roads to the real estate.

## **2. CONDITIONS OF PARTICIPATION**

### **2.1. Application**

**2.1.1.** MTG sends out an invitation to participate on the terms specified in the Regulations. **The Regulations and Application Forms** are available at [www.amberexpo.pl](http://www.amberexpo.pl) as interactive forms or PDF files, if the Terms and Conditions of Providing Exhibition Space include the possibility of applying to participate in a trade fair in the way referred to in 2.1.2.b.

**2.1.2.** An application may be submitted by an Exhibitor or a non-Exhibitor entity who submits trade fair applications on behalf of Exhibitors. Applications for participation in a trade fair should be submitted in accordance with the Terms and Conditions of Providing Exhibition Space; one or both of the ways listed below may be indicated therein:

- a. filling in an interactive electronic **Application Form**;
- b. sending the completed original of the **Application Form** by post to the MTG Registered Office or emailing a scanned **Application Form** to the MTG email address, duly completed and signed by an authorised person. By sending/emailing the **Application Form** to MTG, **you place an offer of participation in the trade fair and accept all the provisions of these Regulations.**

**2.1.3.** The documents specified in 2.1.2. are to be submitted by the date stated in the Application Form as the **application deadline.**

**2.1.4.** Application Forms received after the date stated as the application deadline shall be considered by MTG subject to the availability of free exhibition space.

**2.1.5.** The receipt of an **Application Form** by MTG is not tantamount to a confirmation of participation in the trade fair. Prior to making a decision to qualify for participation in a trade fair, MTG reserves the right to request

the submitting entity to supplement any elements missing from the **Application Form.**

MTG reserves the right to make the decision to qualify for participation in a trade fair conditional on the payment to MTG of any outstanding amounts due by a given Participant or a non-Exhibitor entity who submits trade fair applications on behalf of Exhibitors. MTG will notify the interested entities about the acceptance of their offer of participation in the trade fair and the conclusion of a participation agreement by sending a **Confirmation of Application**, in which MTG will specify: the size and type of the space assigned in an exhibition hall or in the open sector (outdoors). The date of the Confirmation of Application issued by MTG shall be construed as the participation agreement conclusion date, with the proviso that:

a. for applications via the interactive electronic **Application Form—it is the date when MTG emails the Confirmation of Application to be processed, to the email address of the submitting entity;**

b. for applications referred to in 2.1.2.b., it is the date when MTG sends the Confirmation of Application to be processed, by post.

**2.1.6.** MTG reserves the right to demand that the Participant, or the non-Exhibitor entity who submits trade fair applications on behalf of Exhibitors, confirm participation in the trade fair at any time, in particular in the event of the circumstances referred to in 15.1. below. The addressee of the demand shall be obliged to provide information in accordance with the contents thereof.

**2.1.7.** MTG reserves the right not to accept an offer of participation in a trade fair without stating the reasons therefor.

**2.1.8.** MTG shall assign exhibition space taking into account the specifications of the submitting entity, as far as possible and subject to the logistics and technical capabilities and circumstances.

**2.1.9.** MTG will locate the Participants in facilities owned by MTG or ones to which MTG holds legal title; the choice of the facility will be made by the organiser and there shall be no right of claim thereon against MTG. MTG also reserves the right to change the type and size of the exhibition space. If the size, location or type of space assigned by MTG in the Confirmation of Application differs from the space ordered, the participation agreement shall be concluded on the terms specified in the Confirmation of Application. Should the submitting entity not accept the altered terms proposed by MTG in such a case, the submitting entity should make such a statement, in a manner in which the Application Form was submitted, within 3 days of the date of the receipt of the Confirmation of Application.

**2.1.10.** MTG reserves the right to change the pricing:

- by up to 10% in the case of a justified increase in the costs which have arisen for reasons independent of MTG,

- by the amount which corresponds to changes in the law, including the applicable taxes, duties etc.

**2.1.11.** MTG reserves the right to change the originally assigned exhibition space specified in the Confirmation of Application. In such a case, there shall be no right to compensation from MTG, with the proviso that the refund of the overpayment resulting from the fact of assigning a different type of or smaller space than that originally assigned takes place within 7 days of the alteration.

### **2.2. Cancellation of participation**

**2.2.1.** The submitting entity may cancel its offer of participation or withdraw from the concluded participation agreement referred to in 2.1.5. above. The cancellation of an offer of participation shall require the form in which the submitting entity has submitted the Application Form. A withdrawal from the participation agreement shall require written form or documentary form under pain of invalidity. The withdrawal should be submitted by a person authorised to do so or in accordance with the rules of representation.

**2.2.2.** The withdrawal from the participation agreement:

a. no later than 90 days prior to the commencement of the trade fair shall result in an obligation to pay a handling charge of 15% of the total net value of the exhibition space and services ordered, as specified in the Application Form. The said amount shall be increased by value added tax (VAT) due, as per the applicable laws.

b. no later than 60 days prior to the commencement of the trade fair shall result in an obligation to pay a handling charge of 25% of the total net value of the exhibition space and services ordered, as specified in the Application Form. The said amount shall be increased by value added tax (VAT) due, as per the applicable laws.

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c. no later than 30 days prior to the commencement of the trade fair shall result in an obligation to pay a handling charge of 35% of the total net value of the exhibition space and services ordered, as specified in the Application Form. The said amount shall be increased by value added tax (VAT) due, as per the applicable laws.

d. less than 30 days prior to the commencement of the trade fair shall result in an obligation to pay a handling charge of 100% of the total net value of the exhibition space and services ordered, as specified in the Application Form, and of other services ordered. The said amount shall be increased by value added tax (VAT) due, as per the applicable laws.

**2.2.3.** In each case, MTG shall be entitled to pursue the gross value of the services provided to date by MTG. Unless the law provides for a longer period, within 90 days from the effective withdrawal date MTG shall refund the value of the participation fee paid, less the gross value of the handling charge and the services provided to date to the Participant.

**2.2.4.** MTG reserves the right to withdraw from the participation agreement at any time for reasons related to the Participant or the non-Exhibitor entity who submits trade fair applications on behalf of Exhibitors. The provisions of 2.2.2.–2.2.3. shall apply accordingly.

**2.2.5.** The date of offer cancellation or withdrawal shall be construed to be the service date of a relevant statement.

**2.2.6.** MTG reserves the right to deduct the handling charge or the gross value of the services provided to date from the advance payment.

### **2.3. Terms of payment**

**2.3.1.** The prices related to the participation in trade fairs shall be determined on a case-by-case basis for each trade fair and specified in the Application Form.

**2.3.2.** Payment for the services provided by MTG shall be made by remitting the required amount to MTG's bank account in two instalments:

- 50% of the gross value of the full range of services included in the Application Form (the value of the participation agreement) and of other services ordered, within 7 days of the receipt of the Confirmation of Application from MTG,
- the remaining 50% no later than 30 days before the commencement date of the trade fair. **The final settlement of accounts for the services performed shall take place upon the conclusion of the trade fair. If the advance payment invoices do not cover the total gross amount due for the services, MTG shall issue a final invoice within 7 days of the conclusion date of the trade fair.**

**2.3.3.** Subject to 2.4.5. below, MTG shall issue a sales document (invoice) to the entity who is the buyer of the services provided by MTG. If the payer for the trade fair services provided by MTG is a different person (legal or natural person) than the buyer of the services, this entity shall be obliged to indicate the details of the payer for a service (legal or natural person) and submit the payer's written statement on accepting the obligations in this regard. The liability of the indicated payer and the buyer of the services towards MTG shall be joint and several.

**2.3.4.** When the Participant or the non-Exhibitor entity who submits trade fair applications on behalf of Exhibitors is a foreign entity which does not have a place of business (branch, plant, office, agency etc.) in Poland, this foreign entity shall be obliged to submit a statement, attached to the Application Form, in the application submission system. Should such a statement not be submitted, MTG shall conclude that the services provided to the foreign entity are taxable within the territory of Poland and shall add the value added tax (VAT) due to the value of MTG services.

**2.3.5.** Failure to make any of the payments within the deadlines stipulated in these Regulations shall entitle MTG to withdraw from the concluded participation agreement. In such a case, MTG shall be entitled to pursue the amounts due for the services provided to date by MTG.

### **2.4. Form of participation**

**2.4.1.** It is possible to take part in MTG trade fairs as an individual Exhibitor or as a Co-Exhibitor unless the Terms and Conditions of Providing Exhibition Space for a specific trade fair preclude participation as a Co-Exhibitor.

**2.4.2.** In accordance with the requirements specified in the Application Form, the submitting entities shall provide details concerning the Exhibitor and Co-Exhibitor, as well as details concerning their industry and exhibition

portfolio/exhibits (the codes from the List of Product Groups). The details of the Participant's company (name and address, sales portfolio), along with the stand's location, will be published by MTG in the Exhibitor Directory.

**2.4.3.** An Exhibitor, whether on its own or through an entity that has submitted the Exhibitor's application, shall have the right to enter Co-Exhibitors for participation in the trade fair at an extra charge and shall be liable for their actions as for its own. MTG's permission for the participation of a Co-Exhibitor shall be given to the applying entities according to the terms and conditions specified in the Application Form for Co-Exhibitors. A Co-Exhibitor shall have the rights and obligations of an Exhibitor, in the scope resulting from the registration fee paid, and the right to enter into other agreements related to the participation in the trade fair on the Co-Exhibitor's own behalf and account. The liability for all and any obligations towards MTG resulting from the conclusion of the said agreements shall be joint and several.

**2.4.4.** Neither the Participant, nor the non-Exhibitor entity who submits trade fair applications on behalf of Exhibitors, shall be entitled to hand its exhibition stand over to other persons (legal or natural) for free or paid use without the written consent of MTG. If an exhibition stand is handed over to other persons for free or paid use, the Participant and/or the non-Exhibitor entity shall be fully liable towards MTG for any actions or omissions of the persons (legal or natural) to whom it has made the stands available, as if they were its own.

**2.4.5.** Applications may be submitted for Participants by entities authorised to do so, acting for and at the cost of the said Participants. For this purpose, such an entity is required, upon registration, to enclose/attach a document authorising it to submit an application on behalf of the Participants, according to the template provided by MTG. Failure to provide a document authorising the submission of an application on behalf of the Participant or providing an authorisation granted on a template other than those provided by MTG will result in MTG issuing a sales document to the submitting entity and the entity being fully liable for participation in the trade fair.

### **2.5. Penalties**

**2.5.1.** MTG shall be entitled to impose and pursue contractual penalties as a result of the occurrence of any circumstances stipulated in the provisions of these Regulations (including the Terms and Conditions of Providing Exhibition Space).

**2.5.2.** MTG shall be entitled to pursue compensation in excess of the value of the penalties agreed on general terms.

## **3. SERVICES**

### **3.1. Exhibitor Directory, promotional/information materials, advertising**

**3.1.1.** MTG publishes—as far as provided for by MTG for a given type of trade fair:

**a. an Exhibitor Directory** which includes information about the Participants and their products/services. The list of Participants is also published at [www.amberexpo.pl](http://www.amberexpo.pl). Every Participant is obliged to purchase an entry in the Exhibitor Directory with its company name and address, including information up to one hundred words in Polish and the same in English, no later than 36 days prior to the commencement of the trade fair. Failure to provide MTG with the information for the Exhibitor Directory shall not make the Participant exempt from the obligation to pay for the entry, which will contain the company's name and address based on the details from the Application Form.

or

**b. other materials** for promotion and information, published in accordance with the Application Form and/or the Terms and Conditions of Providing Exhibition Space.

**3.1.2.** The Participant is entitled to place an additional advertisement in the Directory pursuant to the terms and conditions specified in the Application Form. An order for an additional advertisement in the Directory shall be completed on condition that a ready advertisement design is submitted by the Participant no later than 36 days prior to the commencement of the trade fair.

**3.1.3.** MTG shall not be liable for the content of any advertisements provided for publication in the Exhibitor Directory and on the trade fair website, or for any editorial errors. MTG shall not be liable for any damage which might ensue from any errors or omissions in the Exhibitor Directory.

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**3.1.4.** Every Participant whose entry is included in the List of Exhibitors will receive one copy of the Exhibitor Directory or access to another version of the Directory.

**3.1.5.** A Participant has the right to advertise its products and/or services at its own stand with due regard to the applicable laws and on condition that this does not disturb the work of other trade fair Participants.

**3.1.6.** Advertising outside of the Participant's stand requires MTG's permission and may be done only through MTG upon the payment of an extra fee.

**3.1.7.** Advertising services (e.g. making and displaying of advertisements, distribution of advertising materials, broadcasting of commercials over the trade fair radio system, Digital Signage screening) should be requested in the Application Form.

**3.1.8.** Without MTG's approval, it is prohibited to hang, stick or mount in any other way any advertisements, banners, decorations etc. on the halls' structure (ceilings, walls, handrails, banisters, glass panes, floors, etc.). If this ban is violated, MTG shall be entitled to impose a contractual penalty of PLN400 per each identified case, after an ineffective expiry of the deadline set by MTG for removing the advertisements.

### **3.2. Other exhibition services**

MTG provides the following services at an extra fee:

- organisation of promotional events, including conferences, presentations, training sessions etc.;
- translation and copying of promotional materials;
- rental of extra equipment and furniture;
- suspending and rigging of elements to the hall's structure;
- design and construction of custom (individual) exhibition stands;
- art and graphic design services;
- hostess/interpreter services at the exhibition stand;
- cleaning of exhibition stands;
- internet and telephone access installation.

### **3.3. CATERING SERVICES**

The Food, Beverage and Catering services at the AMBEREXPO Exhibition and Convention Centre are provided exclusively by Amber Side Spółka z ograniczoną odpowiedzialnością with its registered office in Gdańsk, Poland. The services are provided at the AMBER-SIDE restaurants & bar to all the trade fair Participants, Contractors, subcontractors, Visitors, including participants in the accompanying events, conferences and meetings. Orders can be placed by phone +48 501 744 096, e-mail: info@amberside.pl, [www.amberside.pl](http://www.amberside.pl).

### **4. STAND DESIGN AND CONSTRUCTION**

**4.1.** MTG provides exhibition stand construction and furnishing services, in accordance with the Application Form. Exhibition space may be ordered together with a standard shell scheme (booth) and furnishings or as the so-called modular stand (a package), as specified in the Application Form, or the design and construction of a custom (individual) stand may be contracted out to MTG. The height of standard shell schemes and modular stands is 2.5m. The Participant's own advertising features and exhibits which exceed 2.5m in height shall require individual arrangements and MTG's written approval.

**4.2.** Changes to a custom (individual) stand design may be made no later than 36 days prior to the commencement of the trade fair. Any changes made after this deadline shall be implemented in the order of their submission, subject to technical capabilities and at an extra charge.

**4.3.** A Handover/Return Report signed during the trade fair by a representative of the Participant and MTG shall confirm the completion of the construction and furnishing of the exhibition stand.

**4.4.** The Participant shall be liable for any missing components or damage to the stand and/or the furnishings and shall be responsible for covering the cost of repairs or purchase of the damaged or missing components of the stand. An assessment of the damage to or loss of property will be performed by a commission appointed by MTG in the presence of a representative of the Participant or the stand contractor.

**4.5. When ordering exhibition space without a shell scheme (booth),** the Participant may construct and furnish the stand by itself or contract this out to an external company (Shell Scheme Contractor) for whose actions the Participant shall be liable as for its own, in particular the Participant shall be obliged to cover the costs/fees related to the operation of these

entities pursuant to the provisions hereof (Section 4), unless Shell Scheme Contractors cover them on their own. Prior to the commencement of the stand setup, the Participant shall be obliged, no later than 30 business days prior to the commencement of the trade fair, unless the Terms and Conditions of Providing Exhibition Space stipulate otherwise, to:

**a.** submit the details of the Shell Scheme Contractor in writing and provide the stand construction supervisor contact details to MTG—**using the Shell Scheme Contractor Form** (available online at [www.amberexpo.pl](http://www.amberexpo.pl));

**b.** notify the Shell Scheme Contractor about these Regulations, including the terms and conditions for carrying out work at MTG halls and premises and oblige the Shell Scheme Contractor to comply with them;

**c.** receive an approval in a documentary form from MTG for the designs referred to below. The designs submitted for approval should be legible, compliant with the Construction Law and other regulations and standards applicable in Poland, as well as the technical conditions and fire regulations applicable at MTG halls and premises. Stand components should have valid fireproofing certificates or safety reports to indicate the degree of low flammability of the materials used, in compliance with the Polish fire standards. MTG has the right to submit binding comments on the submitted designs or on the method of construction (including the height of the stand, possible suspensions, utilities connection locations, compliance with the type of the stand), which should be taken into account by the Participant (Shell Scheme Contractor). **The approval is not to be construed as design verification and it shall not release the Participant and/or Shell Scheme Contractor from the liability for the solutions used.**

The following designs should be submitted for approval:

- the shell scheme (horizontal and vertical projections specifying the dimensions and height of the stand, indicating the location of the power distribution board above the utilities duct and indicating the location of the water and sewage service point above the utilities duct);
- the electrical wiring (one-line diagram and power consumption, location of three-phase devices, location of special lines and telecom/IT equipment);
- the water and sewage system;
- design of suspended structures, including the following details: the type of the structure to be rigged, the structure's dimensions and total weight, suspension points designated on the suspended element, quantity of cords required, the element's location relative to the stand, the structure's suspension height measured from the floor.

**d.** arrange the stand setup schedule with MTG, with special attention to the delivery date of large-sized exhibits with one dimension exceeding 2.0m. The maximum permissible shell scheme height is 2.5m. Any structural components which exceed 2.5m in height shall require individual arrangements and MTG's written approval.

**4.6.** Before the work begins and after it is completed, the Participant and/or Shell Scheme Contractor shall report to MTG (the Technical Department) in order to draw up the Exhibition Space Handover/Return Report.

**4.7.** The following conditions must be met before the shell scheme construction may begin:

**a.** the amounts due for participation in the trade fair must be paid, including the amounts due referred to in 4.7.d.–f. below (by the Participant or Shell Scheme Contractor).

**b.** designs of the shell scheme, electrical wiring, water and sewage system and suspended structures referred to above, approved of by MTG, must be presented.

**c.** a liability statement covering the shell scheme, electrical wiring, water and sewage system and the suspended structure must be submitted, in compliance with the applicable laws (specimen of the statement is available online at [www.amberexpo.pl](http://www.amberexpo.pl)).

**d. a mandatory stand construction auxiliary service charge must be paid by the Participant** to the MTG bank account, in the amount specified in a given event's Terms and Conditions of Providing Exhibition Space. **This amount due is non-refundable and covers:** security of the exhibition facilities, floor space layout, operating costs, i.e. heating, flat rate consumption of electric power and water, during stand setup and dismantling.

**e. a mandatory maintenance fee must be paid by the Participant or Shell Scheme Contractor** for the removal of waste generated due to the setup and dismantling of a non-modular stand (not subject to multiple use),

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depending on the occupied space provided without a shell scheme (booth). The amount of the maintenance fee is specified in the Terms and Conditions of Providing Exhibition Space for a given event. This fee is non-refundable. The payment of the fee should be made prior to the commencement of setup work, in the Blue Media Payment System by bank transfer or payment card, and in the case of foreign entities only by payment card. The payment of the fee is triggered by the Participant or the non-Exhibitor entity who submits trade fair applications on behalf of Exhibitors, in their profile in the application submission system. In the Blue Media Payment System, an automatic message with a payment order will be generated to the e-mail address of the contact person, consistent with the application form. After the payment of the maintenance fee, MTG will issue an invoice.

**f. a stand deposit** must be paid to cover any possible damage caused during stand setup and dismantling, stand operation and the cost of maintenance work, as well as to cover any imposed fines. The amount of the deposit is specified in the Terms and Conditions of Providing Exhibition Space for a given event. MTG reserves the right to pursue the amounts due and any compensation arising for MTG in excess of the value of the agreed deposit. The payment of the deposit should be made prior to the commencement of setup work, in the Blue Media Payment System by bank transfer or payment card, and in the case of foreign entities only by payment card. The payment of the fee is triggered by the Participant or the non-Exhibitor entity who submits trade fair applications on behalf of Exhibitors, in their profile in the application submission system. In the Blue Media Payment System, an automatic message with a payment order will be generated to the e-mail address of the contact person, consistent with the application form.

**g.** The deposit should be paid no later than by the first regulation setup day for custom (individual) stands for a given trade fair or on the day preceding the setup date agreed on a case-by-case basis with MTG. Failure to pay the deposit shall entitle MTG to refuse to make the stand available.

**4.8.** The availability of the MTG facilities to the Participants and/or Shell Scheme Contractor shall be regulated in accordance with the schedule contained in the Terms and Conditions of Providing Exhibition Space for each trade event. In justified cases, the working hours may be changed but only upon prior notification (minimum 1 day in advance) and with MTG's consent. **An extension of the working hours shall entail a charge of PLN600.00 plus value added tax (VAT) due, as per the applicable laws, per one hall, per each commenced hour.**

**4.9.** The Participant and/or Shell Scheme Contractor shall return the exhibition space clean and tidy. The deadline for returning the clean and tidy exhibition space is 16:00 hrs on the day following the conclusion of the trade fair, unless the Terms and Conditions of Providing Exhibition Space for a given trade fair stipulate otherwise. The Exhibition Space Handover/Return Report shall be drawn up by an employee of the MTG Technical Department in the presence of a representative of the Participant and/or Shell Scheme Contractor. Failure to return the exhibition space by the Participant and/or Shell Scheme Contractor shall be tantamount to the acceptance of any remarks included in the report by MTG. **A clean and tidy space is construed to be:** clean space with no visible mechanical damage, with no traces of adhesive tape, with technological waste and other setup or dismantling waste removed. The Participant and/or Shell Scheme Contractor shall dispose of the waste and empty packaging left after the setup and dismantling.

**4.10.** The deposit will be refunded within 30 working days on the basis of an Exhibition Space Handover/Return Report (specimen of the report is available online at [www.amberexpo.pl](http://www.amberexpo.pl)), by means of a wire transfer or an amount credited to the payment card via the Blue Media Payment System, unless the deposit has been used by MTG in accordance with 4.7.f.

**4.11.** Any materials used in the construction, equipping and/or furnishing of the stands must have the relevant non-combustibility approvals and certificates. The Participant and Shell Scheme Contractor must follow the generally applicable construction and assembly regulations, including occupational health & safety and fire regulations. Should these requirements fail to be met, MTG shall have the right to stop the construction of the stand.

**4.12.** Dust generating work must be performed using dust removing equipment and be completed no later than two days prior to the commencement of the trade fair, by the exact time specified in the Terms and Conditions of Providing Exhibition Space. Should the shell scheme include components made of plasterboard, fibreboard or chipboard, the

work on these components should be performed outside of the MTG premises. Only properly pre-fabricated, ready-to-assemble components should be delivered to the MTG halls and premises. During work at height, related for example to rigging suspended elements, people are forbidden access to the affected area for safety reasons. **Failure to comply with these requirements will cause the setup to be stopped and a fine of PLN300.00 to be imposed.**

**4.13.** It is prohibited to dispose of waste which is hazardous to health and/or the environment (oils, emulsions, acids, fats, varnishes etc.) along with other waste or to discharge such waste into the sewage system. Such waste must be properly disposed of at the Exhibitor's and/or Shell Scheme Contractor's expense.

**4.14.** No screwdriving, nailing, sticking or fixing of any components to shell schemes or the hall structure (ceilings, walls, handrails, banisters, glass panes etc.) or using mounting elements (carpet tape etc.) which would leave permanent traces on the MTG infrastructure is allowed on the fairgrounds.

**4.15.** The Participant and/or Shell Scheme Contractor shall be obliged to remove waste left over from the setup and furnishing of the exhibition stand, every day, from the aisles adjacent to the stand's footprint.

**4.16.** Should the Participant and/or Shell Scheme Contractor cause mechanical or chemical damage to the floor inside a hall, to the paving bricks, granite slabs, facades, gates, roller shutters, doors, walls and/or other permanent features, the Participant and/or Shell Scheme Contractor shall be charged the repair costs.

**4.17.** MTG reserves the right to any possible use of the external walls of the Participant's stand.

**4.18.** Electrical, water and sewage, computer network connections to the stand, as well as services related to the suspending of elements to the permanent structure of the hall ceilings are to be performed exclusively by MTG. Any arbitrary wiring to and from the MTG electrical system is prohibited.

**4.19. At trade fair halls, MTG has exclusivity to perform the services of suspending and rigging elements to the halls' permanent ceiling structure; the exclusivity covers the attaching of cords, used to suspend such elements, to the hall's structural elements.** MTG reserves the right to refuse to perform the rigging service without stating the reason therefor. Elements may be rigged only if the following conditions have been met:

- the requirements of the Permissible Loading Map available at [www.amberexpo.pl](http://www.amberexpo.pl) are complied with;
- the structure to be suspended is to be attached only to the MTG steel cords and only by means of certified assemblies;
- it is prohibited to leave the structure on the hoisting elements;
- the Participant and/or Shell Scheme Contractor shall be fully liable for the suspension points to be prepared properly, for the assembly work and for the suspended structure itself.

The Participant and/or Shell Scheme Contractor must not arbitrarily connect or disconnect load components (appliances) to or from the MTG electrical wiring. All and any service points are to be provided only by the employees of the MTG Technical Department or by an authorised subcontractor of MTG. MTG shall be entitled to pursue a contractual penalty of PLN500 per each identified case of a violation of the provisions of 4.19.

**4.20.** All and any power devices must have valid technical tests (certificates, measurements etc.) in accordance with the applicable laws.

**4.21. Technical requirements for on-stand systems:**

**a. The electrical wiring:**

- the stands and exhibits on the fairgrounds are powered from a TN-S 230/400V, 50Hz electric network, with a power socket at the stand, as per the wattage ordered. Shock protection is provided by an auto power shutdown system coupled with local supplementary equipotential bonding in compliance with PN-IEC-30364;
- the electric wiring on the stand is to be protected with 30mA Residual Current Devices and equipped with a Main Circuit Breaker;
- all and any electrical wiring performed on the MTG premises shall be subject to MTG technical inspection;
- it is prohibited to make any alterations to the electric wiring (to dismantle distribution board doors or lighting fixtures, to modify the wiring etc.);

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- for safety reasons, Participants must switch off power supply every time before they leave their stands, except the 24/7 circuits as applied for;
- any irregularities in the operation of electrical wiring must be reported immediately to the MTG Technical Department.

**b. The water and sewage system**

- The Participant and/or Shell Scheme Contractor are obliged to close the flow valves located on the stand, every time before leaving the stand.

**4.22.** The maximum noise levels at the stand must not exceed 70dB. Should this requirement not be met, MTG reserves the right to respond, even to the extent of switching off the electricity supply to the stand. If the Participant intends to exceed the level of 70dB during the event, the Participant is obliged to obtain the approval of the conditions and scope of protection against excessive noise.

**4.23.** Shell scheme elements—fascia boards, banners, awnings, stand and exhibit descriptions, company and trademark signs—must not protrude beyond the allocated exhibition space, block any passages and/or aisles or exceed the approved height of the shell scheme.

**4.24.** Stand construction must be completed no later than two days prior to the commencement of the trade fair, by the exact time specified in the Terms and Conditions of Providing Exhibition Space. **The day which precedes the event is dedicated to display arrangement. It is strictly prohibited to carry out any dust generating work on the day which precedes the opening of the trade fair. Failure to observe the ban will cause the work to be stopped and a fine of PLN300.00 to be imposed.** Stand furnishing and display arrangement should be completed by 20:00 hrs, unless the Terms and Conditions of Providing Exhibition Space stipulate otherwise.

**4.25.** All the Participant's and/or Shell Scheme Contractor's staff must hold valid Occupational Health and Safety training certificates.

**4.26.** Any works, operations and/or stand furnishings that go beyond standard and are not included herein shall require individual arrangements with MTG.

**4.27.** The Participant and/or Shell Scheme Contractor must deliver the exhibits and display materials through the cargo gates only and remove them after the event is concluded.

**4.28.** During any trade fair, it is strictly prohibited to post or disseminate, in any form, any material that violates third parties' intellectual property rights, industrial property rights, patent rights, personal rights and/or their right to image. In the event of any violation of the said ban, MTG has the right to take all and any actions that MTG deems necessary to stop the violations and remove their consequences, in particular the right to:

- a. demand that violations are ceased and their consequences are removed,
- b. remove the violations and their consequences at the expense of the entity responsible for the violation,
- c. immediately close the stand (without the right to a refund of any payments made) and remove the violations and their consequences at the Participant's expense, as well as MTG's right to demand, from the entity responsible for the violation, reimbursement of any costs incurred by MTG in connection with the violation, including any compensation paid out.

**5. EXHIBITS**

**5.1.** The Participant must deliver the exhibits and advertising materials to MTG's premises no later than on the day preceding the commencement of the trade fair by 20:00 hrs, unless the Terms and Conditions of Providing Exhibition Space stipulate otherwise. The Participant must label the exhibits.

**5.2.** MTG reserves the right to refuse to display exhibits, without any liability thereupon, should MTG deem such exhibits hazardous or should MTG consider them—due to their content or appearance—to be violating the law, principles of social coexistence, public morality or the nature of the trade fair.

**5.3.** Exhibits must not be placed in the passageways adjacent to the exhibition stand, while equipment demonstrations, art and entertainment shows or the Participant's other promotional activities must not hinder or prevent the provision of services to other stands or the safe passage of Participants and the public.

**5.4.** It is prohibited to exhibit and/or display products and/or services which are not compliant with the scope of the trade fair. At MTG's request, the

trade fair participant should discontinue presenting such products and/or services and remove the exhibits from the stand at the participant's own expense. Should the above fail to be performed, MTG will contract out the removal of the exhibits from the stand or will close the stand down at the Participant's risk and expense.

**5.5.** Should the exhibits require special conditions for their display (temperature, humidity, etc.), the Participant must obtain a written confirmation from MTG that these requirements can be met.

**5.6.** Transport, handling and unpacking, assembly and dismantling, packing and loading of the exhibits and other exhibition materials shall be performed by the Participant at its expense and risk. MTG does not provide storage services.

**5.7.** The transport of especially heavy and large-sized materials to the exhibition halls requires advance notification to MTG. Failure to notify MTG about such objects may result in their being excluded from display during the trade fair. Moreover, such objects require original incombustibility certificates, while their location at the trade fair must be approved of by MTG.

**5.8.** Exhibits must not be removed from the stand during the trade fair.

**5.9.** MTG's permission and approval, in a written or documentary form, are required to display:

- moving equipment;
- gas-filled balloons.

**6. CUSTOMS AND FORWARDING**

**6.1.** Exhibits and other goods shall be transported and forwarded at the Participant's risk and expense.

**6.2.** Forwarding, handling (rental of a forklift truck with operator), storage of packaging and other related services on the fairgrounds are provided exclusively by the forwarding companies specified in the Terms and Conditions of Providing Exhibition Space.

**6.3.** At the Participant's request, MTG may give permission for the use of the Participant's own handling equipment (forklift trucks, stacking machines, hoisting cranes) on the fairgrounds.

**6.4.** All and any exhibits, advertising materials, foodstuffs for receptions and/or promotional meetings, and materials for stand construction brought by non-EU foreign Participants shall be subject to customs clearance.

**7. PEDESTRIAN AND VEHICLE ENTRY**

**7.1. Entry to the fairgrounds**

**7.1.1.** The Participant is entitled to Exhibitor passes (badges) in the quantity and on terms and conditions determined separately for each trade fair and specified in the Terms and Conditions of Providing Exhibition Space.

**7.1.2.** Exhibitor passes must not be transferred to third parties.

**7.1.3.** To receive passes which authorise entry to the fairgrounds, all the fees ensuing from the participation agreement must be paid within the deadline specified in the Regulations. The passes will be available for collection at the Exhibitor Support Office on the day prior to the commencement of the trade fair, unless they can be downloaded by Participants from the interactive application system.

**7.1.4.** The Participant may purchase additional passes and invitations for its guests from MTG. Orders for invitations should be submitted no later than 30 days prior to the commencement of the trade fair.

**7.1.5.** Setup crews are entitled to free service passes valid only during the setup and dismantling of the exhibition stand.

**7.1.6.** The Participant is entitled to one invitation to the Exhibitors Meeting per exhibition space of up to 20m<sup>2</sup>, and two invitations per exhibition space of over 20 m<sup>2</sup>. Should other provisions regarding the quantity of allocated invitations be specified in the Terms and Conditions of Providing Exhibition Space, the provisions of the Terms and Conditions of Providing Exhibition Space shall prevail.

**7.1.7.** MTG is solely authorised to issue invitations to trade fairs and/or exhibitor meetings.

**7.2. Vehicle entry to the fairgrounds and car parks**

**7.2.1.** The principles of vehicle entry and parking on the fairgrounds are specified in the Terms and Conditions of Providing Exhibition Space, determined separately for each trade fair.

**7.2.2.** MTG reserves the right to introduce vehicle entry and parking restrictions on the fairgrounds.

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**7.2.3.** MTG permits the use of unguarded parking spaces on the premises owned by MTG, with the reservation that regardless of whether a parking space is paid or free of charge MTG shall not be liable for any vehicles or property left therein.

**7.2.4.** It is forbidden to leave vehicles in fire escape routes or in places which block access to entrance gates, fire hydrants, electricity distribution boards etc. under pain of vehicle removal at its owner's expense and risk. For the duration of the event, parking on the fairgrounds will only be possible on the terms determined separately for each event, trade fair, as stipulated in the Terms and Conditions of Providing Exhibition Space.

**7.2.5.** On the Participant entry day, i.e. the day which precedes the opening of the trade fair, vehicle entry to and stopping on the fairgrounds will be allowed only to deliver exhibits to the stands and must not exceed 1.5 hours. This provision does not apply to the parking area. If the provisions referred to in the first sentence are violated, MTG shall be entitled to impose a contractual penalty of **PLN300.00** per each identified case of violation.

**7.2.6** It is forbidden to enter and stop on the fairgrounds with vehicles without a valid proof of mandatory technical inspection (shown in the vehicle registration document) and valid TPL insurance (third-party liability insurance for owners of motor vehicles). If no such documents are available, MTG shall be entitled to refuse entry to the premises without incurring any liability for damages.

## **8. INSURANCE**

**8.1.** MTG shall not be liable for any damage to or loss of the property of the trade fair Participants, or the property of entities contracted by the Participants, including Shell Scheme Contractors, caused by third parties or caused by reasons attributable to the injured party (during the setup and/or dismantling of the exhibition stand, or during the trade fair). MTG's indemnity shall not be limited in any way despite the introduction of special measures for the security and safety of the fairgrounds.

**8.2.** MTG shall not be liable for any damage to the property of the trade fair Participants, or the property of entities contracted by the Participants or acting for them (including Shell Scheme Contractors), caused by Force Majeure e.g. fire, explosion, lightning, gale, flooding, or by power or water outages beyond MTG's control. MTG's indemnity shall not be limited in any way despite the introduction of special measures for the security and safety of the fairgrounds.

**8.3.** The trade fair Participant shall be obliged to inform MTG and the Police in writing about the occurrence of any damage immediately after its discovery.

**8.4.** The trade fair Participants should take out civil liability insurance and insure their property at the fairgrounds (exhibits, equipment and devices at the stand, structural components and furnishing of the stand, private property, company vehicles etc.) on their own both during the trade fair and during the setup and dismantling of the exhibition stands.

**8.5.** The Participant shall be fully liable for any damage caused by itself or by entities for whose actions the Participant is liable—during or after the trade fair.

**8.6.** MTG shall not be liable for vehicles left on the fairgrounds both during the trade fair and during the setup and dismantling of the exhibition stands. MTG's indemnity shall not be limited in any way despite the introduction of special measures for the security and safety of the fairgrounds.

**8.7.** The Participant and/or Shell Scheme Contractor shall be fully liable for their staff's occupational health and safety on the MTG premises and shall be liable for all and any accidents resulting from the lack of supervision or negligence in following safety requirements and standards during the setup, use and dismantling of the stand.

## **9. FAIRGROUNDS SECURITY**

**9.1.** The fairgrounds are protected by security services and MTG's safety devices.

**9.2.** When at the fairgrounds, everyone must comply with the generally applicable laws, as well as the guidelines and recommendations on preventing the spread of the SARS-COV-2 virus.

**9.3.** Anyone who enters the fairgrounds may be required to have their body temperature checked. Any person present at the fairgrounds is obliged to undergo a temperature check again if it is found that the person's health needs to be re-examined. Anyone who refuses to undergo a body temperature check or who has a body temperature elevated above 38°C

will not be admitted to the fairgrounds or will be asked to leave/ be removed.

**9.4.** Anyone who has been confirmed to have symptoms of COVID-19 (in particular a body temperature of at least 38°C or above, persistent cough, difficulty breathing or other flu-like symptoms) or who is suspected of having COVID-19 will not be admitted to the fairgrounds or will be asked to leave/ be removed.

**9.5.** Everyone needs to maintain physical distance throughout the entire fairgrounds in accordance with applicable laws and/or the guidelines and recommendations of the relevant authorities. Everyone entering or staying at the fairgrounds is required to cover their mouth and nose in accordance with applicable laws and/or the guidelines and recommendations of the relevant authorities. Anyone who fails to comply with these requirements will not be admitted to the fairgrounds or will be asked to leave/ be removed.

**9.6.** It is recommended that any participant promotional material is available online only.

**9.7.** Participants are required to provide the appropriate personal protection equipment for their staff and disinfectants at their stands.

**9.8.** Everyone is obliged to fill in an epidemic statement, as per the applicable template. If any of the circumstances precluding the possibility of participating in the event should occur, the person concerned must immediately notify MTG, in particular in order for the person's access pass (badge) to be blocked. Anyone who refuses to sign an epidemic statement will not be admitted to the fairgrounds or will be asked to leave/ be removed.

**9.9.** MTG may refrain from applying the provisions of 9.2.–9.8. if the provisions of generally applicable laws do not require it.

## **10. ORGANISATION OF WORK AT THE EXHIBITION STAND**

**10.1.** The Participant and Visitor opening hours are specified in the Terms and Conditions of Providing Exhibition Space, determined separately for each trade fair.

**10.2.** The exhibition stands should be available to the Visitors during the opening hours of the trade fair. Any temporary closing of a stand requires the prior permission of MTG. The Participant shall be obliged to secure its property on its own, at its own expense and risk, for the period when the stand is closed. In justified cases (such as the protection of a utility model from competitors) and with MTG's consent, the Participant may restrict the general public's access to a part of its stand and allow entry only to persons who hold the relevant invitations. However, the Participant should ensure that relevant information is provided to other Visitors at the stand.

**10.3.** Should the Participant, or other entities acting on the Participant's behalf, distribute art pieces, the Participant shall be obliged to conclude an applicable agreement with the relevant associations which protect artists' copyrights, to pay the relevant fees and submit a copy of the agreement and proof of payment to MTG.

**10.4.** Any replacement or supplementation of the items on display may be done only after obtaining permission from MTG and should take place prior to the opening or after the closing of the trade fair to the Visitors.

**10.5.** The cleaning of the stands may be performed only prior to the opening or after the closing of the trade fair to the Visitors.

## **11. DISMANTLING OF THE EXHIBITION STAND**

**11.1.** It is prohibited to remove the exhibits and/or dismantle the stand prior to the conclusion of the trade fair. The removal of the stand may begin only after the closing of the trade fair to the Visitors and should be concluded no later than by 16:00 hrs the following day, unless the Terms and Conditions of Providing Exhibition Space stipulate otherwise. In justified cases and with MTG's permission, it is possible to extend the stand dismantling time.

**11.2.** After the conclusion of the trade fair, the Participant shall remove the exhibits, dismantle the stand and return the exhibition space to its original condition, no later than by the final day of stand dismantling. Waste and rubbish should be disposed of in the containers located in front of the entrances to the exhibition halls. In the event of the failure to tidy up the occupied exhibition space, MTG shall contract the cleaning services out at the Exhibitor's expense and risk.

**11.3.** All and any decorative elements should be removed from MTG's shell schemes without any damage to the walls.

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**11.4.** Any shell scheme components, stand equipment and/or furnishings left during the dismantling without notice to MTG shall be deemed abandoned property.

**11.5.** MTG shall not be liable for any damage to or loss of the Participant's property which has not been removed by the Participant after stand dismantling within the specified deadline.

## **12. VENUE REGULATIONS**

**12.1.** Services for trade fair Participants will be provided by the Trade Fair Office located on the fairgrounds. The Trade Fair Office will be open during the trade fair within the hours specified in the Terms and Conditions of Providing Exhibition Space, determined separately for each trade fair.

**12.2.** The opening dates and hours of the trade fair, as well as the exhibition stand setup and dismantling times and the opening hours of the halls and fairgrounds, are specified in the Terms and Conditions of Providing Exhibition Space, determined separately for each trade fair.

**12.3.** The stand should be arranged and prepared for display no later than 12 hours prior to the opening of the trade fair. Should the Participant fail to arrive or should the stand not be made up within that time, this shall be treated as withdrawal from the participation in the trade fair with the effect specified in 2.2.3. above.

**12.4.** The Participant is obliged to follow the venue regulations issued by MTG.

**12.5.** The Participants are prohibited from staying or leaving vehicles on the fairgrounds longer than one hour after the closing of the trade fair to the Visitors, subject to 11.1. above.

**12.6.** Smoking, the use of open fire and the use of electric heating devices are prohibited in the exhibition halls. It is prohibited to bring in firearms, ammunition, explosives, fuses, poisons and/or chemical substances which constitute a fire hazard.

**12.7.** It is prohibited to block human and/or vehicle access to fire-fighting equipment, or to block aisles and/or emergency exits.

**12.8.** The Participant shall make all the sections of its stand available to the MTG commission for fire inspection.

**12.9.** Photographing, video-recording or drawing of the stands and/or exhibits are allowed only with the Participant's consent.

**12.10.** The Participant shall provide MTG staff with access to technical infrastructure.

**12.11.** In the case of assembling infrastructure, the Participant and/or Shell Scheme Contractor agree to follow the Regulation of Poland's Minister of Culture and National Heritage of 15 September 2010 concerning occupational health and safety in organising and realising public entertainment events.

## **13. COMPLAINTS**

**13.1.** Any complaints from trade fair Participants addressed to MTG must be submitted in written form, no later than on the last day of the trade fair prior to the dismantling of the exhibition stand.

**13.2.** No complaints will be considered following the deadlines specified above.

## **14. DATA PROTECTION**

**14.1.** The data of trade fair Participants, as well as payers or non-Exhibitor entities who submit trade fair applications on behalf of Exhibitors, and Shell Scheme Contractors, supplied to MTG in the process of registration/application for trade fairs/performing setup work, form a database controlled by MTG.

**14.2.** These data will be secured and processed in accordance with the Polish Personal Data Protection Law of 25 May 2018 and in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR) for the purposes of the performance of an entered-into contract, compliance with legal obligations, including taxation and bookkeeping, any possible establishment, exercise or defence of legal claims between MTG and the Exhibitor, for archiving (evidence) purposes and for the purposes indicated in freely given consent, also as regards the meeting of epidemic requirements related to counteracting the spread of COVID-19.

**14.3.** Personal data may be disclosed to: IT service providers, entities which provide services covering trade fair venue security, consultancy, legal services and/or bookkeeping, entities authorised by law, including the police, tax authorities, courts of law, prosecutor's office, customs authorities, and MTG's subcontractors.

**14.4.** MTG informs you that personal data in the form of an image recorded by the MTG CCTV system will be processed for the purpose of ensuring the safety and security of people on the fairgrounds and safeguarding property based on GDPR Article 6.1.f). Your presence on the fairgrounds is equivalent to your consent to providing your personal data in the scope described in this section. If you refuse to make these data available, your presence on the fairgrounds will not be authorised.

**14.5.** The provision of personal data is voluntary—but necessary, in the scope in which MTG processes such data in order to enter into and perform orders, trade fair participation contracts, to organise and account for exhibition events, conferences and side events—while failure to provide such data may result in a refusal to enter into a contract. The data will be stored over a period necessary to achieve the said purposes or until the consent is withdrawn, but not shorter than required by generally applicable laws, including the pursuance of claims.

**14.6.** A data subject has the right to lodge a complaint with the President of the Polish Personal Data Protection Authority (UODO).

**14.7.** In case of any doubts regarding the processing of personal data by MTG, please contact the Data Protection Inspector (IOD) indicated on the MTG website at: [do@mtgsa.com.pl](mailto:do@mtgsa.com.pl).

## **15. FINAL PROVISIONS**

**15.1.** In the event of circumstances beyond its control (especially: Force Majeure, government decisions), MTG reserves the right to cancel, partially close, shorten or postpone the dates of a trade fair. In such cases, there shall not be no right to claim from MTG any compensation or reduction in amounts due.

**15.2.** In the event of a withdrawal by a Participant or a submitting entity who is not an Exhibitor from the participation agreement due to the circumstances referred to in 15.1. above, and in the event when a trade fair is postponed or cancelled, the provisions of the Terms and Conditions of Providing Exhibition Space shall apply accordingly.

**15.3.** The trade fair Participant should respect the provisions of the Community Law of the European Union (European Community regulations) and the laws of the Republic of Poland.

**15.4.** Any disputes which may ensue from participation in trade fairs organised by MTG and/or from the services provided by MTG shall be settled by the materially competent common court in Gdańsk, Poland.

**15.5.** For other occupational health and safety and fire safety matters not included herein, general rules of law shall apply.

**15.6.** The Polish version of these Regulations shall prevail in the settlement of any disputes. The interpretation of the provisions hereof shall be governed by the Polish law.

**15.7.** MTG shall not be liable for the operation of the Internet network via which the Exhibitors apply to participate in a trade fair, especially for any disruption in the operation of ICT links, servers etc.

**15.8.** The Participant agrees to photographs being taken and video recordings being made by MTG during trade fairs (also including the Exhibitor's logo) and to them being publicised in the MTG advertising materials (including on the Internet).

**15.9.** By participating in a trade fair, the Participant accepts and undertakes to comply with the provisions of these Regulations.

**15.10.** MTG is entitled to amend the contents of these Regulations, which shall become effective from their date of publication at [www.amberexpo.pl](http://www.amberexpo.pl).

**15.11.** The provisions of these Regulations are effective as of 1 February 2021.