



## TERMS AND CONDITIONS OF THE FAIR

19.09.2018

### 1. GENERAL PROVISIONS

- 1.1. The provisions of these Regulations shall apply to any entity (hereinafter referred to as "Fair Participant") participating in Warsaw Comic Con in Nadarzyn (hereinafter referred to as the "Fair") organized by the company under the name PTAK WARSAW EXPO Sp. z o.o. with headquarters in Nadarzyn (zip code 05-830), Al. Katowicka 62, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division of the National Court Register under the number KRS 0000671001, Tax ID no. 534-254-45-79, REGON: 366965350, the share capital of which is 83,818,000.00 PLN, and is paid up in full.
- 1.2. These Regulations are an integral part of the **Terms of Participation and Declaration of Participation** in the Fair.
- 1.3. All participants of the Fair are also required to comply with the rules and regulations of the venue, in force at the place of the Fair.

### 2. Conclusion of the Fair Participation Agreement

- 2.1. The Exhibitor submits to the Organizer representative by e-mail or personally the **"Declaration of Participation"**, hereinafter referred to as the **"Declaration"** or **"Agreement"**, completed and signed by persons authorized to represent the Exhibitor. The persons signing the **Declaration** simultaneously declare and guarantee that they are duly authorized to conclude the agreement on behalf of the Exhibitor. Sending the Declaration means reading and accepting these *Terms and Conditions* and the *Terms of Participation*, which thus form an integral part of the agreement for participation in the Fair.

- 2.2. In the event of improper completion of the Declaration or other forms, the Organizer has the right to request that it be filled again.
- 2.3. The conclusion of the agreement for participation in the Fair takes place at the moment of confirmation by the Organizer of the acceptance of the Declaration for processing by e-mail to the Exhibitor's address, provided in the Declaration together with the pro forma invoice.
- 2.4. The above procedure also applies to the Exhibitor ordering any additional products and services that the Organizer offers in connection with the organization of the Fair.
- 2.5. The Organizer reserves the right to refuse to accept the Declaration without providing reasons. The organizer will provide this information by e-mail to the e-mail address indicated in the **Declaration**. In this case, no agreement shall be concluded between the Parties.
- 2.6. The Organizer has the right to refuse the Exhibitor participation in the Fair, if the Exhibitor is in arrears with any fees to the Organizer. In such a case, the Parties recognize that the Organizer duly fulfilled his contractual obligations.
- 2.7. The Exhibitors may participate in the Fair presenting an offer consistent with the thematic scope of the Fair. It is not allowed to display goods that are not compatible with the subject of the Fair.

### 3. Payments

- 3.1. The prices of the exhibition space and other services related to the Exhibitor's participation in the Fair are indicated in the **Declaration of Participation** and **Terms of Participation** and in the attachments. At the same time, the Exhibitor undertakes to pay the Organizer remuneration on time for these services in the amount indicated therein.
- 3.2. The terms and method of payment of amounts due to the Organizer are set out in the **Terms of Participation** document.
- 3.3. The organizer does not guarantee the performance of orders for services that were submitted later than 3 days before the first day of the Fair. The price for such orders is higher by 30% in relation to the prices given in the price lists, forms and is payable at the ticket office of the Fair at the time of placing the order.

### 4. Providing the exhibition space

- 4.1. The Exhibitor chooses the exhibition space in the **Declaration**.
- 4.2. The Organizer assigns the location of the exhibition area taking into account the order of Declarations, the design of the Fair space and the wishes of the Exhibitor, as far as its capabilities and organizational and technical conditions are concerned.
- 4.3. The Organizer has the right to change the location of the exhibition space, which does not constitute a change to the agreement for participation in the Fair and does not give rise to any claims on the

part of the Exhibitor against the Organizer. The Organizer will inform about the change of the Exhibitor's exhibition space by e-mail to the e-mail address indicated by the Exhibitor in the **Declaration**.

- 4.4. The organizer has the right to change the numbering of the exhibition space, which does not constitute a change to the agreement for participation in the Fair and does not result in claims against the Organizer. The Organizer will inform about the change of the numbering of the Exhibitor's exhibition space by e-mail to the e-mail address indicated by the Exhibitor in the **Declaration**.
- 4.5. The Exhibitor, if he wants to sell any products, is required to obtain the Organizer's written consent in this regard, as well as to have a cash register in accordance with the applicable regulations.
- 4.6. The Exhibitor undertakes to have a license and approvals to all items on their stand.
- 4.7. Individual construction made by the Exhibitor requires prior approval by the Organizer.

#### **5. Providing the exhibition space to another entity**

- 5.1. The Exhibitor has the right to disclose all or part of the exhibition space to another entity (Sub-Exhibitor) only with prior written consent of the Organizer. In the event of making all or part of the Sub-Exhibitor's space available without prior consent of the Organizer, the Exhibitor shall pay the Organizer a contractual penalty in the amount of PLN 10,000.
- 5.2. The Exhibitor is obliged to report the Sub-Exhibitor to the Organizer on a separate **Declaration**, which must also be signed by a person authorized to act on behalf of the Sub-Exhibitor. Declarations made on other documents will not be accepted.
- 5.3. The Exhibitor is obliged to inform the Sub-Exhibitors about the **Terms and Conditions of the Fair and the Terms of Participation**.
- 5.4. The Exhibitor, as the entity submitting the Sub-exhibitor, pays the Organizer a fee of 46eu net amount, which is increased by VAT rate in accordance with applicable regulations. Under the aforementioned fees, Sub-exhibitors are entitled to the benefits indicated in the Terms of Participation due to the registration fee. A condition for the participation of the Sub-Exhibitor in the Fair is the payment of the above-mentioned payment by the Exhibitor; in the event of its lack, the Organizer has the right to refuse a Sub-exhibitor participation in the Fair.
- 5.5. The Exhibitor assumes full responsibility for actions and omissions of other Entities, as for their own activities and omissions.
- 5.6. A sub-exhibitor may present only products in accordance with the idea of the Fair in the area referred to in point 5.1.
- 5.7. It is forbidden to advertise companies that are not Exhibitors or Sub-Exhibitors at the stand.
- 5.8. In the event of violation of point 5.3. the Organizer reserves the right to impose a contractual penalty in the amount of 25% of the fee paid by the Exhibitor for participation in the Fair, for each

infringement.

- 5.9. In the event of violation of point 5.6, 5.7, the organizer reserves the right to impose a contractual penalty in the amount of PLN 10,000.00 for each infringement.
- 5.10. Sub-exhibitors shall have the rights and obligations of the Exhibitor referred to in these Regulations, with the reservation that the Sub-Exhibitor may not order additional services.

## **6. Advertising and Exposition**

- 6.1. The Exhibitor has the right to display and advertise its products (goods and / or services) only within the allocated exhibition space, provided that its exhibits do not cover neighbouring exhibitions and do not disturb the normal course of work of other Exhibitors. The Exhibitor does not have the right to use sound equipment, additional lighting, etc., which may disrupt the normal course of work of other Exhibitors. The Exhibitor does not have the right to use sound or other devices that may disrupt the normal course of work of other Exhibitors. In the case of the display of products for which the Exhibitor is not entitled to exhibit, the Organizer has the right to impose a financial penalty of PLN 10,000 on the Exhibitor.
- 6.2. Placing the Exhibitor's advertisements outside the area of the purchased stand for an additional fee is possible only after agreeing with the Organizer and receiving its written permission.
- 6.3. The proposed forms of advertising are contained in the Organizer's information catalog. Depending on the type of advertising products ordered, the Exhibitor and the Sub-Exhibitor are obliged to provide the Organizer with their contact details and electronic files with graphics, logos, trademarks and other materials subject to publication by the Organizer in connection with the organization or promotion of the Fair, within two weeks of registering the participation, under pain of releasing the Organizer from the obligation of publishing them, retaining the right to remuneration for publishing.
- 6.4. The Organizer may refuse to publish materials provided to him by the Exhibitor in order to publish them in connection with the organization of the Fair, if he considers that these materials violate the legitimate interest of the Organizer or other Fair participants, the rights of third parties, generally binding legal norms or good manners. At the same time, the Organizer reserves the right to abbreviate or correct the materials sent for publication.
- 6.5. The Organizer is not responsible for the content of advertising, promotional or information materials provided to it, which the Organizer or Exhibitor has published in relation to the organization or promotion of the Fair.
- 6.6. The Exhibitor and other participants are not allowed to promote other exhibition facilities and trade fair events during the Fair. This prohibition does not include the promotion of subsequent editions of the Fair. In the event of a violation of this provision, the Organizer has the right to impose a financial penalty of PLN 10,000 on the Exhibitor.
- 6.7. At the Fair grounds, it is prohibited to distribute advertising materials by hostesses, subject to point

9.5 of the Regulations and with the reservation that other arrangements in this respect have been made with the Organizer.

6.8. The Exhibitor agrees to promotion of its company by the Organizer and grants the Organizer a non-exclusive license, unlimited territorially or temporarily, for the Organizer's use of the company's name, logo, image and the image of its employees taking part in the fair, as well as the Exhibitor's photos, including content published on the websites and social media of the Exhibitor and photos and film materials created by the Organizer (hereinafter: Materials), in order to place them on the Facebook page, Instagram or websites of the Organizer and in the following fields of exploitation:

a) as regards the preservation and reproduction of Materials - production using a specified technique of Materials provided to the Organizer, including printing, reprographic, magnetic recording and digital technology;

b) in the field of trading in copies, on which the Materials were recorded - as part of the promotion of the Fair, for which the graphic and promotional materials or logos will be prepared;

c) in the scope of dissemination of the Materials made available in a manner other than specified above - by public performance, displaying, exhibition, reproducing and broadcasting and re-broadcasting, disseminating and making the Materials publicly available in such a way that everyone can have access to them in a place and time chosen by themselves (on the Internet), including placing on posters, banners, flag-banners, posters, leaflets or other printing materials, broadcast on television or on displays belonging to the Organizer, on websites, on social media.

6.9. The Exhibitor declares that they have copyrights to the Materials to the extent enabling the implementation of this provision and these materials are not unencumbered by the rights of third parties, and the license granted does not infringe the rights of third parties. Paragraph 12.4 of these Regulations shall apply.

## **7. Responsibility**

7.1. The Organizer is only liable for damage caused to the Exhibitor or other participant of the Fair through the fault of the Organizer or a person acting on its behalf.

7.2. The Organizer is not responsible for damage, theft and destruction of items on the Exhibitor's stand.

7.3. The Exhibitor bears sole responsibility for items on the Exhibitor's stand. The Exhibitor is obliged to deliver items on their own to the booth and to remove them after the Fair in the time designated for disassembly.

7.4. The Exhibitor bears full material responsibility on a risk basis for any damage caused to the Organizer or third parties by the Exhibitor or a person acting on their behalf or representing their

rights.

- 7.5. The Exhibitor is obliged to immediately notify the Organizer of any event causing or threatening to cause damage.
- 7.6. The organizer recommends that the Exhibitor conclude relevant non-life insurance contracts regarding the risks associated with the Fair and liability insurance for any damage caused in connection with participation in the Fair.
- 7.7. Goods and products presented during the Fair should have certificates of conformity with the required standards, in particular with safety standards for these goods and products.
- 7.8. The Exhibitor declares that they have the copyrights, necessary licenses and rights to the products on the exhibition stand or which the Exhibitor uses. The Organizer is not responsible to Exhibitors, Sub-Exhibitors and third parties for any infringement of their intellectual property rights (including industrial design, utility model, trademark), copyright and related rights, geographical indication, know-how, etc.
- 7.9. The Organizer does not bear any responsibility towards the Exhibitor, if the Exhibitor does not obtain visas or other documents required to enter the territory of the Republic of Poland or participate in the Fair. In the event of not taking part in the Fair due to the lack of visas or other documents required on the territory of the Republic of Poland or to participate in the Fair, the Organizer is not obliged to return the paid amounts to the Exhibitor; this circumstance does not release the Exhibitor from the obligation to pay to the Organizer all fees due from the Declaration, including for the services ordered.

## **8. Design, assembly and disassembly of non-standard stands**

- 8.1. The Exhibitor may commence assembly work on the dates set for the assembly, the date of which will be announced on the trade fair website no later than 30 days before the first day of the fair; the Organizer may also order the discontinuation of works if it considers that they violate the Regulations of the venue or threaten the order or safety of persons or property. Before starting the assembly of the stand, the Exhibitor is obliged to submit for acceptance the technical design of the stand with projections and visualization, at the latest 21 days before the first assembly day of the Fair.
- 8.2. For individual stands, the date of commencement of assembly will be given by the Organizer 30 days before the first day of the Fair.
- 8.3. The Exhibitor who ordered an undeveloped space is required to submit in writing within 21 days before the first assembly day of the Fair the following details of the company constructing the stand: name, address, NIP, personal list of employees authorized to enter the area of PTAK

WARSAW EXPO - with an indication of the person responsible for contacts with the Organizer, as well as the stand design in individual development.

- 8.4. In the case of assembly or disassembly within the time other than specified by the Organizer, it is necessary to obtain the consent of the Director of the Technical Department and pay an additional fee of PLN 80 net which is increased by VAT rate in accordance with applicable regulations / hour - stand inside the halls, PLN 40 which is increased by VAT rate in accordance with applicable regulations / hour – outdoor stands.
- 8.5. During assembly and disassembly of stands, it is forbidden to carry out works related to welding, grinding, or other processes causing pollution or fire hazard.
- 8.6. The Exhibitor is obliged to remove any residues after assembly and disassembly of the stand.
- 8.7. The Exhibitor is obliged to take care of the stand and communication routes around the stand throughout the exhibition period. It is forbidden to block fire emergency routes and corridor.
- 8.8. The Exhibitor is obliged to comply with relevant legal and technical, construction and assembly, health and safety, sanitary and fire-fighting standards, etc.
- 8.9. The Exhibitor is obliged to mark the glass surfaces of the exhibition stand in order to avoid being hit by other Fair participants.
- 8.10. The assembly and disassembly of stands can only take place on dates indicated by the Organizer.
- 8.11. During assembly and disassembly, it is forbidden to disturb the construction or coatings of walls, floors and other elements of the venue where the Fair takes place, as well as use own forklifts and automatic lifts.
- 8.12. The WARSAW EXPO exhibition hall categorically prohibits:
- sticking to-, attaching to- and decaling the walls of the stands with any advertising, leaflets, information, etc. with the help of chemical substances, foam adhesives, double-sided tapes and other such means, which cause irreparable damage,
  - mechanical interference in the partition walls of stand construction, which leads to irreparable damage to the board.
- Failure to comply with this provision may result in a penalty, reflecting the size of the damaged board, in the amount of PLN 200 per 1 sqm net which is increased by VAT rate in accordance with applicable regulations.
- 8.13. After the end of the Fair, at the time set by the Organizer for the dismantling of stands, the Exhibitor is obliged to restore the exhibition space provided to them to the previous state, under pain of ordering these activities by the Organizer to an outside party at the expense of the Exhibitor.

## **9. Organization of work at the stand**

- 9.1. The Exhibitor is obliged to provide the stand for visitors during the opening days and times of the Fair. Leaving the stand before closing the Fair without Organizer's consent results in imposing a contractual penalty of PLN 1000 net on the Exhibitor, which is increased by VAT rate in accordance with applicable regulations.
- 9.2. If the presentation at the stand is conducted with the use of any works, the Exhibitor is obliged to regulate on their own the issues of copyright and related rights to these works.
- 9.3. Exchange or replenishment of stand exposition and cleaning of the stand and its surroundings may take place only outside the opening hours of the Fair.
- 9.4. The Organizer's representative may order the Exhibitor to immediately remove from the stand elements that pose a threat to the safety of persons or property, or otherwise disturb the course of the Fair.
- 9.5. All promotional activities of the Exhibitor may take place only within the stand and may not interfere with the course of the Fair and the work of other exhibitors.
- 9.6. Leaving the stand by the Exhibitor during the opening hours of the Fair requires the Organizer's consent after prior written notification in the trade fair office.
- 9.7. The Organizer is not responsible for the Exhibitor's items left in the abandoned stand during assembly and disassembly and during the fair event.
- 9.8. It is unacceptable during the Fair to occupy any area outside the area of the Exhibition stand ordered. In the event of breaking this prohibition, the Exhibitor is obliged, at the request of the Organizer, to immediately remove items extending beyond the exhibition stand and to pay for the additional space occupied, according to the conversion factor: number of sqm occupied area x (price for 1 sqm of stand + 100%).

## **10. Order and organizational regulations**

- 10.1. All participants of the Fair are obliged to comply with generally accepted health and safety standards, fire protection standards and sanitary standards and these Regulations and other regulations, binding at the place of the Fair and adhere to orders of the fire protection services.
- 10.2. The Exhibitor is obliged to comply with the orders issued by the Organizer's representative.
- 10.3. The Fair venue bans smoking, except for places designated for this purpose; the use of open fire and the operation of heating electric devices is also prohibited. Weapons, ammunition, explosives, corrosive substances or substances which constitute a fire hazard are not permitted at the Fairs.
- 10.4. Obstruction of escape routes or access to fire fighting equipment is forbidden.
- 10.5. The Exhibitor and persons representing their rights are required to wear visible ID badges issued by the Organizer and to undergo the control procedures, carried out on behalf of the Organizer by a licensed agency protecting people and property, watching over the safety of the Fair.





10.6. Entry to the area of WARSAW EXPO is possible after obtaining entry cards. The organizer is not responsible for damages caused within the car parking area.

## **11. Principles of work during assembly and disassembly**

- 11.1. Transport of exhibits presented at the Fair, including machines and other heavy equipment (hereinafter referred to as "exhibits") to the area of Ptak Warsaw Expo may be performed by the Exhibitor themselves or using the services of an external company or a shipping company cooperating on the basis of a separate agreement with Ptak Warsaw Expo Sp. z o.o. The Exhibitor is obliged to inform the Organizer about the transport of machines and other heavy equipment before the commencement of transport.
- 11.2. Unloading of heavy exhibits from means of transport, entry to the exhibition hall and location at the Exhibitor's exhibition site may only be carried out by a representative of a forwarding company cooperating on the basis of a separate agreement with Ptak Warsaw Expo Sp. o.o., using the appropriate equipment (forklifts).
- 11.3. All costs for transport and forwarding services related to participation in the Fair shall be borne by the Exhibitor.
- 11.4. The following companies are official and only forwarders cooperating with Ptak Warsaw Expo on the basis of a separate agreement: Netlog Polska sp. O.o. and C.Hartwig Gdynia S.A.
- 11.5. Use of vehicles within the Fair grounds (including trucks, cranes, passenger cars, forklifts), not serviced by official forwarders of Ptak Warsaw Expo, is forbidden.
- 11.6. Unloading, transport and localization at the site of display of heavy exhibits may only take place at the dates and times appointed by the Organizer.
- 11.7. Unloading, away transport and placement in the place of exhibition of heavy exhibits can only take place through dedicated freight gates.
- 11.8. Exhibitors or persons designated by Exhibitors are allowed to use the service gates when unloading and transporting light exhibits, including using manual trolleys and pallet trolleys (non-mechanical vehicles).
- 11.9. The Exhibitor's contact with the representative of the forwarding company takes place directly between the interested parties, after transferring mutual contacts by the Organizer and with its knowledge. All arrangements between the forwarding company and the Exhibitor must be forwarded to the Organizer.
- 11.10. All the above arrangements concern both the assembly and disassembly period of the exhibition.

- 11.11. In the event that the area assigned to the Exhibitor contains objects that may pose a threat to the health or life of other people, or the Exhibitor does not have a license to sell certain items, the Organizer is entitled to immediately remove these items at the expense and risk of the Exhibitor and to immediately close and remove the stand.
- 11.12. In the case of own stand construction, the Exhibitor or the company performing the stand construction at their request are obliged to present the Fair's Organizer with certificates or attestations confirming the use of materials that are non-flammable, fire-resistant or specially protected against fire. Appropriate attestations, certificates and permits must be available for inspection at the stand during the construction and during the Fair. In the absence of the abovementioned attestations, certificates and permits, the Exhibitor is obliged to submit an appropriate statement in this regard. Lack of the above-mentioned documents will result in the inability to implement the stand's construction.
- 11.13. Fire appliances, fire hydrants, fire extinguishers, evacuation exits, pedestrian routes, switchboards and electric panels cannot be blocked or covered. Obstructing or screening elements will be dismantled at the expense of the Exhibitor.
- 11.14. Mechanical vehicles or other devices with combustion engines may be displayed in halls only with the engine switched off. The fuel tank may contain only the amount of fuel necessary to leave the halls.
- 11.15. The fuel tank must be tightly closed.
- 11.16. Exhibitors are obliged to respect the instructions of the competent services in the area of compliance with fire regulations.

## **12. Miscellaneous provisions**

- 12.1. The Organizer reserves the right to change the date or place of the Fair or cancel it altogether. Changing the date or places of the Fair does not give rise to responsibility on the part of the Organizer. The Organizer will inform the Exhibitor immediately about these changes. In the event of cancellation of the Fair, the Organizer will return to the Exhibitor all advance payments made.
- 12.2. All complaints should be reported to the Organizer in writing immediately, no later than on the last day of the Fair. Complaints submitted after this date are considered as unjustified.
- 12.3. The Exhibitor expressly confirms that the Organizer did not give them any assurances or guarantees regarding the economic results that the Exhibitor will achieve as a result of participation in the Fair and that they will not have any claims to the Organizer resulting from the abovementioned.
- 12.4 The Exhibitor and Sub-Exhibitor are obliged to comply with the provisions of Polish law and EU Community law, in particular within the scope of intellectual property rights as well as copyrights and related rights. The Exhibitor is required to have all copyrights, necessary licenses and rights to products and advertising materials located at the exhibition stand and provided during the implementation of cooperation. If:

a) third parties will submit justified claims against the Exhibitor arising from any infringement of these rights, the Exhibitor undertakes to settle these claims,

b) claims against the Organizer will be brought by a third party, mentioned in point a) above, the Exhibitor undertakes to take part in the proceedings on the side of the Organizer and take all factual and legal actions to release it from participation in the case, and in the event of issue against the Organizer of an execution title, the Exhibitor will satisfy all claims defined in it,

c) the Organizer has doubts as to the infringement of the copyright for the exhibited products by the Exhibitor, the Contractor is obliged to remove such products from the exhibition space at each request of the Organizer; in case of non-compliance by the Exhibitor, the Organizer has the right to independently remove products from the exhibition space or close the exhibition stand at the expense of the Exhibitor.

12.5. All contractual / financial penalties referred to in these Regulations should be payable within 7 days from the date of delivery of the request for payment issued by the Organizer.

12.6 The agreement for participation in the Fair is subject to Polish law and will be interpreted in accordance with this law. Any disputes between the Parties arising from this agreement shall be settled by the general court competent for the seat of the Organizer.

12.7 The Regulations may be subject to change, the content of amendments to the regulations will be made available to Exhibitor by information by the Organizer on the Fair's website, regarding the change in the Regulations.

