

## TERMS & CONDITIONS OF PROVIDING EXHIBITION SPACE

An integral part of MTG SA Gdańsk International Fair Co. Regulations for Trade Participants

### 1. DATES AND VENUE OF THE TRADE FAIR:

**10–13.06.2025.**

**AMBEREXPO Exhibition and Convention Centre,  
Żagłowa 11, 80-560 Gdańsk, Poland**

### 2. PARTICIPATION IN THE TRADE FAIR

2.1. Exhibition space will be provided on the following conditions:

- a. Your trade fair application must be submitted by 15.04.2025 by filling in an interactive electronic Application Form. By submitting the Application Form to MTG, you place an offer of participation in the trade fair and accept all the provisions of The MTG SA Regulations for Trade Fair Participants. The size of the exhibition space ordered must not be smaller than 9 m<sup>2</sup>,
  - b. The amount due resulting from the submitted Application Form that has been confirmed by MTG must be paid, as per the terms specified in Section 7 PAYMENTS below. **Important:** Please quote the name of the trade fair, the type of service and number of the invoice you are paying for in the payment reference.
- 2.1.2. MTG will assign exhibition space taking into account the Applicant's application, as far as possible and subject to the logistics and technical conditions.

### 3. INDOOR EXHIBITION SPACE

#### 3.1. The fee for exhibition space WITH A BOOTH (. n), standard option, covers:

- a. floor space provided for the duration of the Trade Fair, stand setup and dismantling,
- b. stand equipped with white partition walls, navy-blue carpeting,
- c. electrical wiring (four spotlights, one electrical socket per each commenced 9 m<sup>2</sup>),
- d. cleaning service in the aisles
- e. conference tickets 2 pieces to 9 m<sup>2</sup> of space ordered, 3 pieces to 36 m<sup>2</sup> or more of space ordered, 5 pieces to order an area of 72 m<sup>2</sup> or more of space ordered
- f. graphic on the one stand panel wall (surface), NOTE: in order for the service to be provided, materials must be delivered by 25.04.2025. After this date the price will be increased.
- g. one counter and one chair

#### 3.2. The fee for exhibition space WITHOUT A BOOTH (no shell scheme) covers:

- a. floor space provided for the duration of the Trade Fair,
- b. aisle cleaning service,
- c. conference tickets 2 pieces. up to 9 m<sup>2</sup> of ordered area, 3 pieces. to order an area of 36 m<sup>2</sup>, 5 pieces to order an area of 72 m<sup>2</sup>

3.2.1. The setup of Exhibitor-provided stands on MTG SA-provided space is conditioned upon the following:

- a. submitting a stand design by 15.04.2025,
- b. submitting the design for MTG's approval in documentary form. The submitted designs should be compliant with the Construction Law and other regulations and standards applicable in Poland, as well as with the technical requirements 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/. MTG will issue an opinion on the submitted stand design within 10 business days of its receipt. The approval is not to be construed as design verification, nor shall it release the Exhibitor and/or Shell Scheme Contractor from the liability for the solutions used,

- c. indicating a shell scheme contractor through an online form.
- d. **The stand cleaning service during the Trade Fair (Additional Services form) does not include cleaning after the Exhibitor-provided shell scheme setup.** The cleaning rules for the period of Exhibitor-provided shell-scheme setup/dismantling by a Shell Scheme Contractor are indicated in the Regulations\* (4.16, 4.9).

3.2.2. The fee for the exhibition space provided without a booth (no shell scheme) does not cover the cost of supply and use of electric power.

### 4. OUTDOOR EXHIBITION SPACE

4.1. The fee for OUTDOOR EXHIBITION SPACE WITHOUT A BOOTH (no shell scheme; to be used for Exhibitor-provided structures, such as a tent, container, stand) covers:

- a. floor space provided for the duration of the Trade Fair,
- b. conference tickets 2 pieces. up to 9 m<sup>2</sup> of ordered area, 3 pieces. to order an area of 36 m<sup>2</sup>, 5 pieces to order an area of 72 m<sup>2</sup>

4.1.1 The setup of Exhibitor-provided stands is conditioned upon the following:

- a. submitting a stand design by 15.04.2025,
- b. receiving MTG's written approval of the design. MTG reserves the right to point out any necessary corrections (including stand height, location of utilities, surface mounting method, weight). MTG will perform an approval of the stand design within 10 business days of its receipt,
- c. indicating a shell scheme contractor through an online form.

4.1.2 The assembly/delivery of exhibits is allowed only in accordance with the MTG schedule (which includes the assembly/delivery of exhibits by all Exhibitors) on 07.06.2025 from 8:00 to 21:00 hrs.

4.1.3 In justified cases, the assembly/delivery of exhibits may take place at other times than those indicated in 4.1.2. above and outside of the schedule, subject to availability, at MTG's consent and conditioned upon a case-by-case written approval.

4.1.4 The fee for the exhibition space provided does not cover the cost of supply and use of electric power. MTG reserves the right not to accept an order for electric power supply for technical reasons.

4.1.5. The dismantling/pick-up of exhibits is available from 13.06.2025 at 16:00 until 14.06.2025 at 16:00 and is allowed only in accordance with the schedule indicated by MTG.

### 5. PAYMENTS

- 5.1. Having received the Confirmation of Application from MTG, Applicants shall pay 50% of the gross value (incl. VAT) of the exhibition space and other additional services ordered, within 10 days of receiving the Confirmation of Application.
- 5.2. Applicants shall pay the outstanding 50% of the gross value (incl. VAT) of the exhibition space and services ordered, by 10.05.2025.

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- 5.3. Applicants who submit their application after 15.04.2025 shall pay 100% of the gross value (incl. VAT) of the exhibition space and other additional services ordered. The payment is to be made within 10 days of receiving the Confirmation of Application from MTG.
- 5.4. The prices for providing exhibition space and services are set in EURO (EUR).
- 5.5. **Cancellation of participation**
- 5.5.1. The Applicant may cancel its offer of participation or withdraw from the concluded Participation Agreement. The cancellation of an offer of participation or the withdrawal from the Participation Agreement shall require written form under risk of invalidity. The withdrawal should be submitted by a person authorised to do so or in accordance with the rules of representation.
- A withdrawal from the Participation Agreement:
- by 16.12.2024** – shall result an obligation to pay a handling charge of 10% of the total gross value of the exhibition space and services ordered, as specified in the Application Form,
  - between 17.12.2024 do 28.02.2025** – shall result an obligation to pay a handling charge of 35% of the total gross value of the exhibition space and services ordered, as specified in the Application Form,
  - between od 01.03.2025 do 31.03.2025** – shall result an obligation to pay a handling charge of 50% of the total gross value of the exhibition space and services ordered, as specified in the Application Form,
  - from 1.04.2025** – shall result in an obligation to pay 100% of the total gross value of the exhibition space and services ordered, as specified in the Application Form, and of other services ordered.
- 5.5.2. Subject to 4.5.3. below, the provisions of 4.5.1. above shall apply respectively to the withdrawal of a Participant, or a non-Exhibitor entity who submits trade fair applications on behalf of Exhibitors, from the Participation Agreement as a result of the occurrence of the circumstances referred to in Regulations\* 15.1. If the dates of the trade fair are postponed, any regulations stipulated for the new dates of the trade fair shall apply accordingly.
- 5.5.3. If the trade fair is cancelled by MTG for reasons described in Regulations\* 15.1., if the information about the trade fair cancellation takes place in the period:
- of up to 90 days prior to the trade fair—MTG will refund 100% of the participation fee paid in;
  - less than 90 days prior to the trade fair—MTG will impose a handling charge of 10% of the total net value of the exhibition space and services ordered, as specified in the Application Form. The said amount will be increased by value added tax (VAT) due, as per the applicable laws.
- 5.5.4. Regardless of the reasons related to the lack of participation in the trade fair, in each case the provisions of Regulations\* 2.2.3. shall apply accordingly.
6. **ENTRY PASSES**
- 6.1. Exhibitors are required to hold personal entry passes (badges) authorising them to enter the Trade Fair.
- 6.2. For Exhibitor-provided shell schemes: before the work begins, the Exhibitor and/or Shell Scheme Contractor are required to self-print out the SERWIS/ INSTALLATION SERVICE passes from the online application system. The passes authorise their holders' entry on the stand setup and dismantling dates.
- 6.3. For Exhibitor-provided shell schemes: before the work begins and after it is completed, the Exhibitor and/or Shell Scheme Contractor shall report to MTG in order to draw up the Exhibition Space Handover/Return Report. The Stand Construction Supervisor indicated in the Shell Scheme Contractor Form is authorised to draw up the Report.
- 6.4. The shell scheme construction may begin when the payment of a PLN 500,00 deposit has been made and documented (see Regulations\* 4.7.f.) 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.
- 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. 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. The deposit will be refunded within 30 business days on the basis of an Exhibition Space Handover/Return Report by means of a wire transfer or credit to a payment card via the Blue Media Payment System, unless the deposit is used by MTG in accordance with 4.7.f).
7. **DATES AND OPENING HOURS: THE HALLS AND FAIRGROUNDS**
- 7.1. **CONSTRUCTION OF EXHIBITOR-PROVIDED SHELL SCHEMES**
- Regulation stand setup time in the 24-hour system, covered by the regulation fee (see Regulations\* 4.7.d):
- 7 – 9.06.2025 r. from. 08.00 to 20.00**
- Installation time extensions must be reported to the Fair Office one day before the planned change by 15.00**
- 09.06.2025** (exhibitor entry day) from 08:00 to 20:00 hrs. On that day, it is only allowed to install stand furnishings and carry out arrangement and decoration work, while it is **prohibited to perform any construction work and/or any dust generating work which could result in dust in the halls**. Failure to comply with these requirements will cause the setup to be stopped and a fine of PLN 2000,00.
- IMPORTANT: In justified cases, the working hours may be changed but only upon prior notification (minimum one day in advance by 15:00 hrs) and with MTG's written consent.
- Upon the extension of the working hours, the Exhibitor and/or Shell Scheme Contractor will be charged PLN 600,00 plus the applicable VAT, per one hall, per each commenced hour.
- 7.2. **EXHIBITOR OPENING HOURS**
- 10.06.2025, 07.00 - 21.00  
11-12.06.2025, 08.00 - 19.00

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13.06.2025, 08.00 - 22.00

IMPORTANT: Only an Exhibitor Entry Pass authorises entry into the halls at the times listed above. Holders of Visitor Entry Passes will be admitted to the halls as per 6.3 below.

### 7.3 VISITOR OPENING HOURS

10.06.2025, 8.00 - 20.00

11-12.06.2025, 8.00 - 18.00

13.06.2025, 8.00 - 15.00

### 8. DISPLAY ARRANGEMENT / EXHIBIT DELIVERY

8.1. **In the case of installing oversized exhibits at the booth (one of the dimensions exceeds 2 m), it is necessary to provide specifications - (Participation Application Form) and additional arrangements with MTG and obtain written approval in this regard. Please submit information on oversized exhibits by 30.04.2025**

8.2. Any replacement or supplementation of the items on display may be done only after obtaining written permission from MTG and should take place prior to the opening or after the closing of the Trade Fair to the visitors.

8.3. Exhibitors' especially heavy and large-sized exhibits to be displayed in the exhibition space require advance notification by filling in the large-sized exhibit form online by 30.04.2025. After this deadline, MTG reserves the right not to accept such an application.

8.4. Exhibits must not be placed in the aisles adjacent to the exhibition stand, while equipment demonstrations, the Exhibitor's events or other promotional activities must not hinder or prevent the provision of services to other stands or the safe passage of Exhibitors and the public.

### 9. VEHICLE ENTRY TO THE FAIRGROUNDS AND CAR PARKS

9.1. An Exhibitor may purchase parking passes, subject to availability, by means of an electronic purchase order – the Additional Services form. The number of spaces is limited.

### 10. STAND DISMANTLING DATES

10.1. 13.06.2025, 16.00 - 22.00

14.06.2025, 08.00 - 22.00

Detailed information on how the works and procedures for storing and transporting construction waste after dismantling are to be carried out will be provided at a later date.

10.2. Stand dismantling starts on 13.06.2025 at 16:00. Early dismantling is not allowed. The Exhibitor will be charged an additional fee of PLN 2000,00

plus the applicable VAT, for any failure to comply with the dismantling start date.

IMPORTANT: In justified cases, the working hours may be changed but only upon prior written notification (minimum one day in advance by 15:00 hrs) and with MTG's consent. Upon the extension of the working hours, the Exhibitor and/or Shell Scheme Contractor will be charged PLN 600,00 plus the applicable VAT, per one hall, per each commenced hour.

### 11. FOOD & BEVERAGE SERVICES—CATERING

The Food, Beverage and Catering services at AMBEREXPO are provided **EXCLUSIVELY** by Amber Side Sp. z o.o. The services are provided by the AmberSide restaurant & bar to all Trade Fair participants, especially the Exhibitors, Co-Exhibitors and the participants in the accompanying conferences and meetings.

Orders can be placed by e-mail: [info@amberside.pl](mailto:info@amberside.pl), [www.amberside.pl](http://www.amberside.pl)

### 12. FORWARDING / UNLOADING

Forwarding services and assistance with unloading are provided by:

- NETLOG POLSKA Sp. z o.o.,  
Contact: Rafał Skrobotan, tel. +48 668 890 274  
[rafal.skrobotan@netlog.org.pl](mailto:rafal.skrobotan@netlog.org.pl)
- PMST TRANSMEBLE INTERNATIONAL Sp. z o.o.,  
Contact: Daniel Piłkuła, tel. +48 504 103 563  
[daniel@transmeble.com.pl](mailto:daniel@transmeble.com.pl)

### 13. OTHER

The terms and conditions of space rental at the AMBEREXPO Conference Centre are governed by the regulations available at [www.velo-city-conference.com](http://www.velo-city-conference.com)

### Międzynarodowe Targi Gdańskie SA, 12 October 2024

\*Regulations stand for The MTG SA Gdańsk International Fair Co. Regulations for Trade Fair Participants

The Regulations are available at [www.velo-city-conference.com](http://www.velo-city-conference.com)

Other available documents:

- Shell Scheme Contractor Form
- Exhibitor's and/or Shell Scheme Contractor's Statement
- Exhibition Space Handover Report
- Suspension Map and Related Conditions
- Penalties schedule
- Exclusivity list

## 1. GENERAL PROVISIONS

**1.1.** The provisions of these Regulations apply to 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
- Penalties Schedule
- Exclusivity List.

**1.3.** Participation is 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,
- Venue—the AMBEREXPO Exhibition & Convention Centre,
- 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 Fair 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,
- Standard Service—services included in the Trade Fair price list and in the online order system,
- Non-Standard Service—services included in an individual inquiry of the Exhibitor/Co-Exhibitor, not included in the Trade Fair price list or in the online order system,
- Exhibitor Directory—a directory which contains a list of Trade Fair participants, their products/services and presentations; it is distributed among Participants and Visitors during the Trade Fair and after it has ended, unless the stock is sold out; the price of the Directory is indicated each time in the Application Form.

## 2. RULES 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 provide all and any 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 requests and wishes 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 venues owned by MTG or ones to which MTG holds legal title; the choice of the venue 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.

**2.1.12.** The submitting entity may register a Trade Fair application simultaneously for two forthcoming editions of the Trade Fair, if the said Trade Fair provides for such a possibility. The organiser may provide a discount as a result of simultaneous application to participate in two editions of the Trade Fair. Application to participate in accordance with this clause 2.1.12., as well as the rules for withdrawing from participation in the Trade Fair as a result of simultaneous registration for two Trade Fair editions, are specified in the Terms and Conditions of Providing Exhibition Space for a given Trade Fair.

## **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 the paragraph.

**2.2.2.** 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.

**2.2.3.** Unless otherwise stipulated in the Terms and Conditions of Providing Exhibition Space, withdrawal from the Trade Fair participation agreement takes place:

- a. no later than 90 days prior to the start date 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 start date 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.
- c. no later than 30 days prior to the start date 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 start date 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 any other services ordered. The said amount shall be increased by value added tax (VAT) due, as per the applicable laws.

**2.2.4.** In each case, MTG has the right 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.

**2.2.5.** 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.

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

**2.2.7.** MTG reserves the right to deduct the handling charge and 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.** Unless otherwise stipulated in the Terms and Conditions of Providing Exhibition Space, the payment for the services provided by MTG shall be made by remitting the required amount to MTG's bank account:

- 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 start date of the Trade Fair. **The final settlement of accounts for the services performed shall take place upon the end 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 end date of the Trade Fair.**

MTG reserves the right to regulate the terms and scopes of payment differently, in particular in the case of Participants from outside Poland.

**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 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, such foreign entity shall submit a relevant statement attached to the Application Form in the application 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 the services.

**2.3.4.** Failure to make any of the payments within the deadlines stipulated in these Regulations shall give MTG the right to withdraw from the concluded participation agreement. In such a case, MTG shall have the right 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 have the right 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, as per 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.

**2.4.6. Trade fair participants shall participate in the Trade Fair, i.e. present their business on all Trade Fair days during the visitor opening hours. Any violation of this obligation may result in a penalty being imposed on the Participant.**

## **2.5. PENALTIES**

**2.5.1.** MTG has the right to impose and pursue contractual penalties as a result of the occurrence of circumstances stipulated in the provisions of these Regulations, as per the Penalties Schedule.

**2.5.2.** MTG has the right to pursue compensation in excess of the stipulated penalties on general terms.

## **3. SERVICES**

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

**3.2.** MTG publishes, as far as provided for by MTG for a given type of

Trade Fair:

**a. Exhibitor Directory.** Every Participant shall 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, within the deadline specified in the Terms and Conditions of Providing Exhibition Space or in the Application Form or, if neither of the above specifies the date, then on general terms: no later than 36 days prior to the start date 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.

**3.2.1.** The Participant has the right 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 within the deadline specified in the Terms and Conditions of Providing Exhibition Space or in the Application Form or, if neither of the above specifies the date, then on general terms: no later than 36 days prior to the start date of the Trade Fair.

**3.2.2.** 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.

**3.2.3.** 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.

**3.2.4.** 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.

**3.2.5.** 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.

**3.2.6.** Advertising services (e.g. production and display of advertisements, distribution of advertising materials, broadcasting of commercials over the Trade Fair PA system, Digital Signage screening) should be requested in the Application Form, which contains a full list of advertising services for a given Trade Fair.

**3.2.7.** 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 have the right to impose a contractual penalty per each identified case, after an ineffective expiry of the deadline set by MTG for removing the advertisements

### 3.3. OTHER EXHIBITION SERVICES

MTG provides the following services at an extra charge:

- organisation of promotional events, including conferences, presentations, promotional campaigns in traditional and social media, 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;
- customised monitoring.

#### 3.3.1. Standard services

Standard Services should be ordered by the Participant no later than 36 days prior to the Trade Fair, unless the Terms and Conditions of Providing Exhibition Space stipulate otherwise. Services ordered after that date will be provided subject to availability and MTG's capabilities, at an extra charge. The price of such a service will be increased by 50% versus its price in the price list.

#### 3.3.2 Non-Standard Services

Unless the Terms and Conditions of Providing Exhibition Space stipulate otherwise, requests for Non-Standard Services should be submitted no later than 21 days before the Trade Fair. If a request for such services is submitted too late, it may not be possible to provide them. Request submission within the said deadline does not mean that it has been accepted for processing but requires confirmation of acceptance by MTG. MTG will confirm its acceptance or notify that it is not possible to meet the request, without undue delay in documentary form.

### 3.4. EXCLUSIVITY OF SERVICES

**3.4.1** Exclusivity in the provision of services applies on the premises of Trade Fairs and the AMBEREXPO Exhibition & Convention Centre, in accordance with the Appendix: Exclusivity List.

**3.4.2** Exclusivity in the provision of services shall be understood as the exclusive provision of services within the scope and by the entities indicated in the Appendix: Exclusivity List.

**3.4.3** Any contact regarding the exclusive provision of services is to be based on the information contained in the Appendix: Exclusivity List.

**3.4.4** Violation by the Participants of the exclusivity referred to in 3.4. will result in a contractual penalty being imposed in accordance with the Appendix: Penalties Schedule.

## 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 produced by MTG may be made within the deadline specified in the Terms and Conditions of Providing Exhibition Space or, if the date is not specified, no later than 36 days prior to the start date of the Trade Fair. Any changes made after that 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 will 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 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. Before beginning to construct the stand and no later than 30 business days prior to the start date of the Trade Fair, unless the Terms and Conditions of Providing Exhibition Space stipulate otherwise, the Participant shall:

- 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));
- 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;
- receive an approval in 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 shall 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 cables 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 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 venues, 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), 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 beginning of setup work, in the Autopay 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 system. In the Autopay Payment System, an automatic message with a payment order will be generated to the email 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 penalties. 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 stipulated deposit. The payment of the deposit should be made prior to the beginning of setup work, in the Autopay 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 system. In the Autopay Payment System, an automatic message with a payment order will be generated to the email 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 give MTG the right to refuse to make the stand available.

4.8. The availability of the MTG venues to the Participants and/or Shell Scheme Contractor is regulated in accordance with the schedule contained in the Terms and Conditions of Providing Exhibition Space for each Trade Fair. 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 end 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 Autopay 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 put the construction of the stand on hold.

4.12. Dust generating work must be performed using dust removing equipment and be completed no later than two days prior to the start date 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. The floor at the place of cutting and/or grinding must be protected against any waste entering the service ducts (independently of any dust removal devices used). During work at height, such as related to rigging suspended elements, people are prohibited access to the affected area for safety reasons. **Failure to comply with these requirements will cause the setup to be stopped and a penalty 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 venue 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 remove any 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 any mechanical and/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 halls' permanent ceiling structure are to be performed exclusively by MTG. Any arbitrary wiring to and from the MTG electrical system is prohibited.

**4.19.** At exhibition halls, MTG has exclusivity to perform the services of suspending and rigging elements to the halls' permanent ceiling structure; the exclusivity applies to the rigging of cables, 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 cables 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 has the right to pursue a contractual penalty per each identified case of a violation of the provisions of 4.21 hereof.

**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.);
- 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 shall obtain the approval of the conditions and scope of protection against excessive noise.

**4.23.** Shell scheme elements, such as 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 start date 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 penalty 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 & Safety training certificates.

**4.26.** Any works, operations and/or stand furnishings that go beyond standard and are not included herein 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 has ended.

**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 such 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 start date 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 in violation of the law, principles of social coexistence, public morality or the nature of the Trade Fair.

**5.3.** Exhibits must not be placed in the aisles 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.

**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 combustibility certificates, while their location at the Trade Fair must be approved by MTG.

**5.8.** Exhibits must not be removed from the stand during the Trade Fair.

**5.9.** MTG's permission and approval, in 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 has the right to receive entry 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.** Entry 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 start date 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 shall be submitted within the deadline specified in the Terms and Conditions of Providing Exhibition Space or, if the date is not specified, no later than 30 days prior to the start date of the Trade Fair.

**7.1.5.** Setup crews have the right to receive free service passes valid only during the setup and dismantling of the exhibition stand.

**7.1.6.** If MTG organises Exhibitor meetings, the rules of participation in such meetings are determined by the Terms and Conditions of Providing Exhibition Space.

**7.1.7.** MTG is solely authorised to issue invitations to Trade Fairs and/or Exhibitor meetings.

**7.1.8.** All persons present on the AMBEREXPO premises during the assembly, the event and/or the dismantling shall hold a pass dedicated to the Trade Fair in which they are participating.

## **7.2. Vehicle entry to the fairgrounds and the car parks operated by APCOA**

**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.

**7.2.3.** MTG permits the use of unguarded parking spaces on the premises owned by MTG, with the proviso 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 prohibited 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 and Trade Fair, as stipulated in the Terms and Conditions of Providing Exhibition Space.

**7.2.5.** On the Trade Fair setup days, 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 have the right to impose a contractual penalty specified in the Penalties Schedule per each identified case of violation.

**7.2.6.** It is prohibited 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). Failure to present such documents shall give MTG the right to refuse entry to the fairgrounds 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 for 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 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 and/or by entities for whose actions the Participant is liable—during or after the Trade Fair.

**8.6.** MTG shall not be liable for any vehicles left on the fairgrounds either during the Trade Fair or 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 SAFETY & SECURITY**

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

**9.2.** In the event of a state of epidemic risk or a state of epidemic, MTG will introduce and apply appropriate sanitary procedures in this regard. The procedures will be available in a separate document made available to the public. Every person present at the fairgrounds shall comply with the sanitary procedures that have been introduced.

## **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 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 conclude an applicable agreement with the relevant associations which protect artists' copyrights, 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 end 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 end of the Trade Fair, the Participant shall remove the exhibits, dismantle the stand and restore 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 must be removed from the walls of MTG-owned shell schemes without any damage to the walls.

**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. ON-SITE REGULATIONS

**12.1.** Support 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 consequences specified in 2.2.3. above.

**12.4.** The Participant shall comply with all and any on-site instructions 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.** It is prohibited to smoke tobacco, e-cigarettes (vapes) and/or other similar devices, use open fire and/or use electric heating devices 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 any aisles, passages 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.** Any photographing, video-recording and/or drawing of the stands and/or exhibits by other Participants and/or Visitors 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 shall 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.

**12.12.** Failure to comply with the on-site regulations shall result in penalties being imposed.

## 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 after the deadlines specified above.

## 14. DATA PROTECTION

**14.1.** The data of Trade Fair Participants, as well as payers and 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 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 entities indicated in 14.1, 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 fairgrounds 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 hereby 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 settle the accounts of 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 pursuit 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.

## 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 any compensation from MTG. Unless the Terms and Conditions of Providing Exhibition Space stipulate otherwise, the provisions of these Regulations shall apply in the event of the circumstances referred to in this Section 15.1.

**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 when a Trade Fair is postponed or cancelled, the provisions of the Terms and Conditions of Providing Exhibition Space shall apply accordingly.

**15.3.** If the dates of the Trade Fair are postponed, the regulations stipulated for the new dates of the Trade Fair shall apply accordingly to the withdrawal.

**15.4.** Regardless of the reasons related to a failure to participate in the Trade Fair or in the organising of the Trade Fair, the provisions of Regulations 2.2.4. shall apply accordingly in each case.

**15.5.** The Trade Fair Participant should respect the Community Law of the European Union (European Community regulations) and the laws of the Republic of Poland.

**15.6.** 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 [sąd powszechny] in Gdańsk, Poland.

**15.7.** For other Occupational Health & Safety and fire safety matters not included herein, general rules of law shall apply. MTG reserves the right to verify whether the Participants and Shell Scheme Contractors comply with Occupational Health & Safety and fire safety principles on the AMBEREXPO premises under pain of penalties being imposed in accordance with the Venue Regulations and the Penalties Schedule.

**15.8.** 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.

**15.9.** 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.

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

**15.11.** By participating in a Trade Fair, the Participant accepts and undertakes to comply with the provisions of these Regulations.

**15.12.** MTG has the right to amend the contents of these Regulations, which shall become effective from their date of publication at [www.amberexpo.pl](http://www.amberexpo.pl) or a website dedicated to a given Trade Fair.

**15.13.** In the scope not regulated hereby, Trade Fair Participants shall comply with the Venue Regulations available at [www.amberexpo.pl](http://www.amberexpo.pl).

**15.14.** Trade Fair Participants shall familiarise themselves with, comply with and fulfil the obligations stipulated in the safety and security procedures introduced by MTG and the standards for the protection of minors available on the Trade Fair's website or at [www.amberexpo.pl](http://www.amberexpo.pl), if the type of Trade Fair so requires. MTG has the right to verify compliance with the obligations imposed, under pain of a penalty.

**15.15.** The provisions of these Regulations are effective as of 15.06.2024.

An integral part of the MTG SA Gdańsk International Fair Co.  
Regulations for the TRAKO Trade Fair Participants and the Terms and Conditions of Providing Exhibition Space

NO.	TYPE OF TASK OR ACTIVITY	REMARKS
1	<p><b>CLEANING DURING THE EVENT:</b> exhibition stands, conference centre; rubbish disposal (waste bags with rubbish left at the stand's edge at the end of each exhibition day; other notified waste related to the stand's operation during the event).</p>	Stand cleaning after stand construction is completed as per the Regulations
2	<p><b>SECURITY</b> Exclusive right to provide property protection services at events held on the AMBEREXPO premises.</p>	Agencja Ochrony Taurus [Taurus Security]
3	<p><b>CAR PARKS</b></p>	Operated by APCOA
4	<p><b>ELECTRICAL WIRING</b> The exclusivity applies to the setting up of electrical service points for exhibition stands, stages, retail, catering and other outlets during events held on the AMBEREXPO premises, including car parks.</p>	
5	<p><b>ICT ACCESS POINTS</b> The exclusivity applies to the setting up of ICT (Information &amp; Communication Technology) access points for exhibition stands, stages, retail, catering and other outlets during events held on the AMBEREXPO premises, including car parks, and to the configuration of wireless (Wi-Fi) network.</p>	
6	<p><b>WATER AND SEWAGE SYSTEM</b> The exclusivity applies to the setting up of water and sewage service points for exhibition stands, stages, retail, catering and other outlets during events held on the AMBEREXPO premises, including car parks.</p>	
7	<p><b>SUSPENDED STRUCTURES</b> The exclusivity applies to the suspending of structures (rigging of cables, chains, belts) under the building's roof and structural elements.</p>	
8	<p>Graphics at stands with MTG-owned shell schemes The exclusivity applies to the mounting, sticking, attaching and/or hanging of graphics on stands with MTG-owned shell schemes.</p>	
9	<p><b>WASTE COLLECTION AND DISPOSAL</b></p>	Services provided by PreZero
10	<p><b>CATERING</b> Food &amp; beverage and catering services on the premises of Trade Fairs and the AMBEREXPO Exhibition &amp; Convention Centre are provided exclusively by Amber Side sp. z o.o. based in Gdańsk, Poland. Orders can be placed by phone +48 501 744 096, info@amberside.pl, www.amberside.pl</p>	
11	<p><b>FORWARDING SERVICES</b> on the exhibition grounds during the setup, exhibition days and dismantling.</p>	Provided by TRANSMEBLE or NETLOG. The choice is up to the customer

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NO.	TYPE OF VIOLATION	MAXIMUM PENALTY AMOUNT PER EACH IDENTIFIED VIOLATION
1	Failure to present documents to certify the validity of medical check-ups and Occupational Health & Safety training when carrying out repair and/or construction works and/or providing services (hereunder referred to as the "Work") on the premises of the MTG Gdańsk International Fair Co. (hereunder referred to as MTG) or at a place of MTG's operation	125 €
2	Failure to implement or improper implementation of collective safeguards when performing the Work	250 €
3	Depending on the nature of the Work performed, failure to use personal protective equipment, work/protective clothing and footwear, a high-visibility vest or safety helmet	75 €
4	Failure to keep work spaces and their surroundings neat and tidy in relation to carrying out the Work	125 €
5	Blocking accesses to power distribution boards, circuit breakers, switches etc. of electrical devices	125 €
6	Using devices, machines and/or tools that do not meet Occupational Health & Safety requirements, are damaged and/or incomplete, do not have the required approvals, labels, certificates, proofs of inspection and/or are used in a way that may pose a hazard	250 €
7	Performing particularly dangerous Work, despite the Work being put on hold by an Occupational Health & Safety Inspector or by MTG's supervisory inspectors	1,250 €
8	Allowing the Work to be carried out without the required supervision	250 €
9	Failure to comply with instructions issued by an Occupational Health & Safety Inspector or by MTG's supervisory inspectors	250 €
10	Carrying out the Work in violation of Occupational Health & Safety and/or fire safety principles and regulations, per each violation	250 €
11	Presence on the premises of MTG or at a place of MTG's operation under the influence of alcohol and/or other intoxicants	750 €
12	Smoking cigarettes, e-cigarettes (vapes) and/or similar devices in places not intended for the purpose	75 €
13	Loss, damage to or destruction of an access card	13 €

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14	Violation of waste sorting rules	125 € per each identified case plus the obligation to cover the costs of cleaning and waste disposal related to the tidying up
15	Triggering a fire alarm	500 € plus covering the costs of the Fire Department's intervention
16	Carrying out dust generating work without proper protection	250 € per each identified case plus halting of the work
17	Leaving the floor space not tidied up after the Work is completed	250 € plus the obligation to cover the cleaning costs
18	Failure to comply with the prohibitions and obligations set out in the Regulations	250 € per each case
19	Exclusivity violation under the Exclusivity List which constitutes an integral part of the Regulations	up to 5,000 € per each case
20	Hanging, sticking and/or mounting in any other way of any advertisements, banners, decorations etc. on the halls' structure (ceilings, walls, handrails, banisters, glass panes, floors, etc.)	100 € per each case
21	Absence of at least one representative at the exhibition stand during the Visitor opening hours	125 € per each hour
22	Violation of the safety and security procedures and the standards for the protection of minors available on the Trade Fair's website or at <a href="http://www.amberexpo.pl">www.amberexpo.pl</a> , if the type of Trade Fair so requires. MTG has the right to verify compliance with the obligations imposed, under pain of a penalty	Penalties specified in the amended Polish Family and Guardianship Code (KRiO) of 15 Feb 2024, known as the Kamilek Act

MTG has the right to claim damages in excess of the stipulated penalties.