

## Regulations of the fair



# Festiwal Marketingu

## GLOSSARY OF TERMS

**FAIR – Festiwal Marketingu** - taking place on 18-19 September 2024 at the EXPO XXI Exhibition Centre in Warsaw, 12/14 Prądzyńskiego Street.

**ORGANISER** - company OOH magazine with its seat at Al. Roździeńskiego 86A/III C, 40-203 Katowice, entered into the register of entrepreneurs of the National Court Register kept by the District Court Katowice-Wschód in Katowice, 8th Commercial Division of the National Court Register under the KRS number: 0000366459, with an assigned NIP number: 9542706557 and REGON number: 2417021550, with share capital in the amount of: PLN 50,000.00.

**EXHIBITOR** - a company with a trade fair exhibition during the fair

**VISITOR** - a person visiting the fair

## GENERAL PROVISIONS

1. These Regulations specify the conditions for using the services of the Organiser during the Fair.
2. Duration of the fair: Wednesday 18 September 2024 - Thursday 19 September 2024.
3. Admission to the Fair area is tantamount to acceptance of the provisions of these Regulations.

## VISITORS

1. Fair opening hours for the Visitors: 18 September from 10:00 to 17:00 (Wednesday) and 19 September from 10:00 to 16:00 (Thursday).
2. The Visitors are required to register for free at [www.festiwalmarketingu.pl](http://www.festiwalmarketingu.pl). In the registration form, **all gaps** must be filled in - it is necessary for the correct completion registration process. Not completed all items in the form may result in failure registration process.
3. After submitting the online registration, visitors will receive a confirmation by e-mail. Registration without confirmation by email is invalid. Visitors are required to carry a printed ID badge with them for the entire duration of the fair, and it must be visible.
4. Registration on website is open to 19 September 2024.
5. **It is forbidden for visitors to distribute any advertising materials at the fair and to submit offers of products and services to the Exhibitors and other participants of the fair under penalty of a fine of PLN 5000 net** regardless of whether the Visitor conducts advertising activities on his own behalf or on behalf of a third party. However, if the described action takes place with the

effect and for the benefit of a third party, the liability of the Visitor and the third party is joint and several. The ban covers the fair grounds and the area belonging to EXPO XXI Warsaw (parking directly next to the fair halls, spaces between the halls).

6. Entry to the fair is by adults only.

7. The Organiser reserves the right to remove from the fair any visitors disturbing the order, behaving in a nuisance manner, under the influence of alcohol or narcotics or without the confirmation referred to in point 3 or carrying out the activities referred to in point 5. In the latter case, leaving the fair premises by the Visitors does not release them (or entities jointly and severally liable) from liability for the fees referred to in these Regulations.

8. The Organiser reserves the right to remove from the fair any visitors not connected with the market.

9. All persons participating in the fair also consent to the use of their image for promotional purposes of the event (e.g. for photo or film documentation of both the organizer and exhibitors).

### **EXHIBITOR**

1. Fair opening hours for Exhibitors:

September 18, 2024 from 8.00 to 17.00

September 19, 2024 from 9.00 to 16.00

2. Fair assembly hours for Exhibitors:

September 16, 2024 (Monday) from 10:00 to 22:00

September 17, 2024 (Tuesday) from 08:00 to 22:00.

3. The disassembly of the exhibition stands shall take place on 19 September 2024 between 16.00 to 24.00.

4. The Organiser shall not be liable for any interruptions in the supply of media or services due to circumstances beyond its control. In such a situation, the Organiser shall take all necessary steps to restore uninterrupted access to media and services.

5. Both the stand constructing companies and fair participants (Exhibitors) shall be fully responsible for the health and safety of their employees working on the fairgrounds and shall be liable for any accidents resulting from the lack of supervision or negligence of work safety requirements and standards during the assembly, operation and disassembly of the stand.

6. The Exhibitor undertakes to comply with all regulations applicable at the venue of the event, in particular with the fire and safety regulations. The Exhibitor is obliged to ensure that its employees and other persons providing services or activities to it on any legal basis during the fair also comply with these regulations. The Exhibitor is responsible for the negligence or violations of these persons as for its own.

7. It is forbidden to hang or affix advertising elements, as well as elements not agreed with the Organiser outside the stand.

8. It is forbidden to block passageways and emergency exits. The equipment may only be unloaded within the stand area without blocking other exhibitors.

9. It is forbidden to block access and fire roads, and in the event of a failure to immediately remove vehicles (or other blocking objects) at the Organizer's or venue owner's request, the Participant shall be liable to a fine in the amount of PLN 500 (net) payable to EXPO XXI.

10. The removal of exhibits and the dismantling of the stand before the end of the fair is forbidden. These works can only be performed after closing the fair for the visitors on the last day of the fair. In the event of a breach of this provision, the Organizer may charge the Exhibitor a contractual penalty in the amount of PLN 500 net, which does not affect the Organizer's right to claim supplementary compensation.

11. The Exhibitors are prohibited from promoting third-party companies at their stand. In the event that more than one company is exhibiting at the stand, each of them is obliged to pay the registration fee.

12. The exhibitor undertakes to respect and not to infringe the rights of other exhibitors, in particular to refrain from disturbing the order, playing loud music or advertising messages. Documentation of the above infringements shall entitle the Organiser to terminate the contract with immediate effect, whereby the Exhibitors undertake to use their best endeavours to resolve disputes amicably.

### **TRANSPORT AND UNLOADING**

1. Transport, unloading, unpacking, assembly, disassembly, packing and loading of the exhibits and other exhibition materials shall be performed by the Exhibitor at its expense and risk. The organizer is not responsible for items left on the stands during dismantling and after the end of the fair.

### **WITHDRAWAL FROM THE CONTRACT & COMPLAINTS**

1. The Exhibitor has the right to withdraw from the contract without giving a reason within 14 days from the date of receipt confirmation of acceptance of the application for execution, but not later than 60 days before the first day of the fair Marketing Festival, i.e. on **July 20, 2024** at the latest. After this date, the right to withdraw from the contract is not entitled, and the Exhibitor is obliged to pay all amounts due to the Organizer resulting from the contract. Possible later resignation by the Exhibitor from exhibiting during the fair does not affect the Exhibitor's contractual obligations, in particular the Exhibitor's obligation to pay to the Organizer all amounts due under the contract. Receivables already paid are non-refundable.

2. Exercising the right to withdraw from the contract described in par. 1 first sentence above is conditional from the payment by the Contractor of a **compensation amounting to 20%** of the remuneration set out in the contract. The statement of withdrawal is effective only if it was submitted simultaneously with the payment transferee. In the case of prior payment by the Exhibitor to the Organizer of the agreed part remuneration in the amount corresponding to the amount of the compensation payment or higher and subsequent withdrawal by the Exhibitor from the contract, the Organizer is entitled to retain this payment as compensation. Any surplus will be returned to the Exhibitor.

3. A statement of withdrawal from the contract should be submitted to the Organizer in writing under rigor of invalidity.

4. Agreements concluded within a period shorter than 60 days before the first day of the fair cannot be withdrawn, and the Exhibitor is obliged to pay to the Organizer all amounts due under the contract.
5. Complaints concerning stand construction and technical equipment shall be submitted in writing to the Trade Fair Office no later than 9.00 AM on the first day of the fair.
6. Other complaints shall be submitted to the organiser in writing no later than 14 days after the end of the fair. After this period, no complaints shall be accepted.

### **FINAL PROVISIONS**

1. The Organiser shall be entitled to terminate the agreement without notice in the event of a gross violation of the provisions of the agreement by the Exhibitor, in particular:
  - failure to pay any amounts due to the organiser,
  - subletting or transferring the stand to third parties on any other basis, regardless of whether it was paid or free of charge.
  - nuisance behavior of the Exhibitor, such as disturbing order, playing loud music or advertising messages, littering or neglecting the general order around the stand, failure to comply with occupational health and safety rules or fire safety regulations, etc.
2. It is forbidden to bring weapons, ammunition and explosives to the fairgrounds, as well as objects, the use of which may endanger the safety of persons present on the fairgrounds.
3. Competitions and lotteries may be organized after obtaining a written consent of the Organizer and provided that requirements of relevant regulations are observed.
4. The Organizer shall not be responsible for the protection of trademarks, patents of the exhibits presented at the fair.
5. Each person registering or visiting the fair and leaving their business card confirms that they are familiar with the Regulations and agrees to receive commercial information from the Organiser by electronic means.
6. The organiser provides general protection of the fairgrounds, however, does not bear any responsibility for damage to and loss of exhibits. It is recommended that stands be secured after the end of the day, e.g. by wrapping them in plastic.