

RULES AND REGULATIONS OF GASTROTARGI SMAKKi TRADE FAIR

SMAKKi
GASTROTARGI

23-25 March 2023

Expo XXI, Ignacego Prądzyńskiego 12/14, 01-222 Warsaw

§ 1

General provisions

The provisions of the present Rules and Regulations (hereinafter referred to as the "Trade Fair Regulations") shall apply to all Participants of the GASTROTARGI SMAKKi 2023, hereinafter referred to as the "Trade Fair", which will take place on 23-25 March 2023 at Expo XXI, Ignacego Prądzyńskiego 12/14, 01-222 Warsaw.

GASTROTARGI SMAKKi trade show is organized by Space4Trade Sp. z o.o., hereinafter referred to as the "Organizer", entered into the register of entrepreneurs kept by the District Court for the city of Katowice - Wschód in Katowice, VIII Economic Department of the National Court Register under the number KRS 0000966770.

Provisions of the present trade fair regulations shall constitute an integral part of the GASTROTARGI SMAKKi Participation Agreement.

During the trade show, the offer should be presented in accordance with the thematic scope of the event. With the consent of the Organiser, the Participants are entitled to present offers differing from the thematic scope of the trade show.

§ 2

Admission and terms of participation in Trade Show

Exhibitor

1. The Exhibitor shall apply for participation in the trade show by sending to the indicated e-mail address a signed scan of the Participation Agreement, thereby ordering exhibition space, media connection and advertising services.
2. Detailed information on renting exhibition space and ordering services is included in the Participation Agreement.
3. The exhibitor shall order exhibition space by specifying the size and type of space in the Participation Agreement.
4. The allocation and location of exhibition space (stand) shall be at the discretion of the Organiser. The Organiser shall allocate exhibition space taking into account the order of applications, the size of the ordered space, the location conditions of the trade fair and, as far as possible, the Exhibitor's specific requirements. The Organiser shall notify the Exhibitor of the arrangement of the exhibition area (stand) and location.

5. The Organiser reserves the right to change the location of the exhibition area (stand) resulting from organisational and technical conditions. In such a case, the participant in the trade fair shall not be entitled to compensation from the Organiser.
6. The Exhibitor shall confirm the participation in the trade fair by sending - as a scanned document - the Participation Agreement signed by the person authorised to conclude Participation Agreements.
7. The conclusion of the Participation Agreement with the Exhibitor shall take place upon the Organiser's confirmation of the acceptance of the application for participation in the Trade Fair.
8. The Participation Agreement with any attachments should be signed by a person authorised to represent the Exhibitor.
9. The Exhibitor shall report its participation in the Trade Fair in the manner specified in this paragraph no later than 60 days before the commencement date of the Trade Fair. The Organiser may agree to admit Exhibitor at a later date. Exhibitors registering for the trade fair after the aforementioned deadline may not be able to order all the services offered by the Organiser and the services available at that time may be offered at a higher price.
10. The allocation of exhibition space shall take place on the basis of the completed Participation Agreement and after the payment of the advance and taking into account preliminary bookings.
11. The Organiser reserves the right to refuse to accept an application without stating reasons. The Organiser shall notify the Participant of the refusal to accept the application immediately after the Participant has submitted the Participation Agreement, but no later than within 14 days of its receipt.
12. Any changes to the ordered exhibition space and services shall be made in writing under pain of nullity.
13. In the event that the Exhibitor changes the size of the stand in relation to the description contained in the Participation Agreement, the agreed location may be cancelled. Assignment of a new location may take place in accordance with the technical possibilities existing at the time.
14. If circumstances require, the Organisers may change the stand location or reduce the stand area. In such a case, the participant is not entitled to compensation from the Organiser.
15. Any consequences resulting from inaccurate ordering documents shall be borne by the Exhibitor.

Sub-exhibitor

1. The Exhibitor shall submit, in writing, prior to the Trade Fair, a complete list of the Sub-Exhibitors and cooperating companies which will be present at its stand during the Trade Fair.
2. The Exhibitor shall pay on behalf of the Sub-Exhibitor all fees (e.g. registration fee) and incur all costs related to the Sub-Exhibitor's participation at the Trade Fair. The Exhibitor shall be fully responsible for the Sub-exhibitor's actions as for its own.
3. The Exhibitor reports the Sub-Exhibitor's participation in the Trade Fair with the knowledge and consent of the Sub-Exhibitor. In the event that the Exhibitor acts without the knowledge or consent of the Sub-exhibitor, the Exhibitor shall be fully responsible for reporting the Sub-exhibitor's participation in the Trade Fair without the Sub-Exhibitor's knowledge or consent.
4. The Sub-Exhibitor shall be bound by these Regulations and all its provisions relating to the Exhibitor shall also apply to the Sub-Exhibitor.

§ 3

Payment terms

1. The Exhibitor may choose the following types of exhibition space:
 - a. space in an exhibition facility
 - b. space outside the fair facility
2. The prices for the rental of exhibition space, the compulsory registration fee (Exhibitor and Sub-Exhibitors), the deposit securing the Exhibitor's presence at the fully equipped stand until 5 p.m. on 25 March 2023 and additional advertising benefits are specified in the Participation Agreement.
3. The Exhibitor shall pay the fee for participation in the Trade Fair as follows:
 - a. 50% of the amount calculated under the Participation Agreement shall be paid by the Exhibitor to the Organiser's bank account indicated in the Participation Agreement within 14 days from the date of conclusion of the Participation Agreement.
 - b. the remaining part of the amount due (50%) shall be paid by the Exhibitor to the bank account of the Organiser no later than 30 days prior to the commencement of the Trade Fair

4. In case of additional orders, the Exhibitor undertakes to pay 100% of the amount due within 7 days of receipt of the pro-forma invoice from the Organiser but not later than 30 days before the Trade Fair. If payment is not made by the indicated deadline, the orders will not be processed.
5. The Exhibitor shall make the payment referred to above to the bank account indicated by the Organiser (Participation Agreement). The Exhibitor shall be obliged to cover the bank transfer costs.
6. Statutory interest shall be charged on late payment of the fees.
7. The date of payment shall be the date on which the funds are credited to the Organiser's bank account.
8. The VAT invoice shall be issued by the Organiser within 7 days of the date of crediting the Organiser's bank account with the funds.
9. If the Exhibitor is not the payer (addressee of the VAT invoice), he/she should inform the Organiser of this fact while placing the order, enclosing a written consent of the payer and data enabling the issuance of the VAT invoice in compliance with the Polish tax law.
10. The Organiser, in cases specified in the Participation Agreement, may provide individual Exhibitors or categories of Exhibitors with discounts for the purchase of services specified in the Agreement.
11. The Organiser has the right not to admit the Participant to the Trade Fair if he/she fails to pay the required fees on time or commits a breach of the provisions of these Regulations. Not admitting the Participant to the trade fair for the aforementioned reasons does not exempt the Participant from paying all fees for the services ordered in the Participation Agreement.
12. Not making payments by the deadlines specified in the Application Form shall release the Organisers from their obligations concerning space allocation.
13. The fee for exhibition space rental in the trade fair facility varies depending on the type of stand and, in addition to space rental, covers costs related to promotional and marketing activities, organisation of the fair office, media advertising, cleaning of the common parts of the trade fair spaces, general heating and lighting of the hall, sound systems and medical supervision, information system on the premises.
14. The space rental charge does not include supply connections. The exhibitor is obliged to order the stand's power supply.
15. The exhibitor shall pay a compulsory registration fee which includes one three-day parking pass, two tickets for the evening cocktail party, entry in the trade fair application, invitations for Guests.

§ 4

Trade fair security and insurance

1. The Exhibitor is responsible for the security of the property, both during the day and at night. The organiser is not liable in case of a possible theft of exhibits, devices and equipment located at the stand regardless of the circumstances accompanying the theft.
2. The organisers are not liable for accidents to persons and damage to the exhibits located on the fairgrounds before, after and during the Fair, as well as for other damage caused by the public. The Exhibitor shall be obliged to secure at his own cost and risk the exhibits, equipment and devices as well as other items brought to the stand against possible damage or loss.
3. The organisers shall not be liable for damage caused by theft, interruption or malfunction of utilities due to causes beyond their control, as a result of force majeure (in particular fire, storm, flooding, lightning, explosion, strike, demonstration, terrorist attack) or other causes. This applies to the period prior to the opening of the Fair, during and after the Fair. Risks associated with the display of machinery and equipment requiring failure-free electrical power, water supply, etc. shall be borne solely by the Participant.
4. The Exhibitor is obliged to immediately report to the Organisers any damage caused.
5. Exhibitors are advised to insure the property located at their stands and to take out third party liability insurance resulting from their participation in the Trade Fair.
6. The Exhibitor shall be liable for damage caused by its employees and other persons employed by it, as well as by Sub-Exhibitors.
7. The Exhibitor shall be liable for leaving unattended equipment not suitable for continuous operation connected to the electrical network.
8. The Organiser prohibits the connection or disconnection of any equipment to the mains without consultation with an employee designated by the Organiser.
9. The Exhibitor shall be liable for all costs associated with damage to the ground beneath the stand at the time of arbitrary disconnection of the device from the water and sewage system.

10. The Organiser shall not be liable for any failure originating within the electrical or water systems of the Exhibitors' exhibition stands. The Organiser shall only be responsible for the supply of electricity and water to the stand (from the electrical switchboard of the facility to the Exhibitor's distribution box). In the event of a failure as referred to in this paragraph. Exhibitor shall be disconnected by the Organiser from the supply of electricity or water until the failure is effectively rectified by the Exhibitor at the Exhibitor's expense and risk.
11. The Exhibitor or participant in the Trade Fair shall be obliged, on its own and at its own expense, to obtain the approvals and licences required by law.
12. The Organiser shall not be liable for the protection of trademarks, patents, certificates, etc. of the exhibits presented at the Trade Fair.
13. The Organiser shall not be liable for any change in the date of the organisation of the Fair, its cancellation or interruption, nor for any changes in the organisational or financial conditions caused by force majeure or orders from state or local authorities.

§ 5

Complaints and claims

1. All complaints of Exhibitors should be submitted to the Organiser no later than by the end of the Fair so that the Organiser can ascertain their validity. No complaints shall be accepted after this time.
2. Complaints should be submitted to the Organiser in writing under pain of invalidity.
3. Complaints will be considered immediately, but no later than within 30 days of their receipt by the Organiser. The Organiser shall notify the Exhibitor in writing of the manner in which the complaint has been resolved.

§ 6

Resignation from participation in the Trade Fair

1. Resignation by the Exhibitor from the participation in the Trade Fair or the ordered services shall take place upon the delivery of a written statement of resignation to the Organiser.
2. In the event of resignation from the participation in the Trade Fair or reduction of the stand area, more than 60 days before the commencement of the Fair, the Exhibitor shall pay to the Organiser an amount equal to 100% of the registration fee and 50% of the amount calculated on the value of all ordered services in relation to costs incurred by the Organiser in connection with the Exhibitor's participation in the Fair.
3. Any overpayment arising in connection with the payment shall be returned to the Exhibitor within 30 working days of receipt of the resignation by the Organiser.
4. In the event of resignation from participation in the Trade Fair within a period of less than 60 days, regardless of the reason, it shall not entitle the Exhibitor to claim a refund of the payments made. In such a case the Exhibitor shall be obliged to pay to the Organiser an amount equal to 100% of all ordered services in relation to the costs incurred by the Organiser related to the Exhibitor's participation in the Trade Fair.
5. The Exhibitor's failure to register for the ordered stand shall not relieve him of the costs of participation.

§ 7

Advertising

1. Each Exhibitor shall have the right to present their offer exclusively at their own stand in a manner which does not disturb other participants. Advertising carried out by the Exhibitor at his own stand shall be done at his own risk and responsibility. Forms of advertising, in particular optical or acoustic, cannot disturb other stands, constitute a threat to public safety and order, and cannot cause any disturbance on the EXPO XXI Warszawa premises.
2. Equipment demonstrations, artistic shows and other promotional activities may not hinder or prevent the operation of other stands and the substantive part of the trade fair.
3. Sound systems and audiovisual equipment at the stand should be used in a way that does not disturb the service of the neighbouring stands and the substantive part of the fair.

4. The Exhibitor shall have the right to display and advertise their goods only at the purchased stand, provided that the exhibits do not obstruct the neighbouring displays or interfere with the normal workflow of other Exhibitors.
5. Additional advertising services (advertising outside the rented area and above the height of the stand and the rented area) are chargeable and may only be carried out after agreement with the Organisers. Failure to agree will result in the removal of advertisements at the Exhibitor's expense and risk. The price list and detailed information are available from the Organiser.
6. It is possible to attach advertising or decorative elements to the supporting structures above the stands. This is chargeable and requires individual agreement on the type, technical details and costs at least 6 weeks prior to the commencement of the trade fair.
7. Billboards, banners and other media on the trade fair grounds shall be placed exclusively by the Organiser.
8. All advertising materials (banners, flags, stands, etc.) which are not collected within 3 days after the end of the trade fair will be disposed of by EXPO XXI at the Exhibitor's expense and risk.
9. If the Organizer cannot, for organizational, technical or legal reasons, perform the services ordered by the Exhibitors, the Organizer shall immediately notify the Exhibitor. In such a case the Organiser shall not be liable for the non-performance of the service. In the event that the above impossibility is due to reasons attributable to the Exhibitor, the Exhibitor shall be obliged to make payment for the services ordered and not performed through the fault of Exhibitor.
10. In the event that the Exhibitor of the Trade Fair conducts promotional activities on its premises which have not been previously agreed with the Organiser in writing, this shall be tantamount to the Promoter accepting the Price List for Services and agreeing to charge the promoted entity with the amount resulting from the Price List.

§ 8

Photography and filming

1. Photographing, filming or otherwise recording images of individual stands and exhibits requires the consent of the Organiser and the Exhibitor concerned.
2. If the above activities may cause disturbances in the organisation and course of the Trade Fair, their performance requires the consent of the Organiser.
3. The Organiser is not liable for photographs and films taken during the Trade Fair and accompanying events by third parties without the knowledge of the Organiser.

§ 9

Fire safety regulations

(Excerpt from the EXPO XXI Fire Safety Regulations)

1. All Fair Participants are obliged to comply with the rules ensuring full fire safety.
2. Stands larger than 150 m² or longer than 20 m must have at least two separate entrances, preferably located on two separate sides.
3. In specific cases when the above conditions cannot be met, written consent must be obtained from the fire services.
4. Designated communication and evacuation pathways must be clear at all times. It is forbidden to park vehicles or deposit anything in these places. Vehicles or goods left there will be removed for a fee.
5. All fire equipment (fire extinguishers, fire alarm push-buttons, hydrants, fire detectors), general telephones, evacuation exit doors and their signs must be visible and accessible at all times; blocking them is forbidden.
6. The following is forbidden on the Warsaw EXPO XXI Centre area:
 - a. The use of open fire in the Halls and the external stalls.
 - b. Smoking, besides the assigned area.
 - c. Storing any packages, papers and other fire hazardous materials outside the stand.
 - d. Blocking access to power switching stations, hydrants, hand fire-fighting equipment, fire alarm push-buttons, electric power switches, etc.
 - e. Blocking (especially with parked cars) fire access roads leading to Warsaw EXPO XXI Centre (fire access roads are specified in the Warsaw EXPO XXI fire safety regulations) as well as roads, passages, evacuation exits and communication pathways.
 - f. Stocking and storing flammable materials and using flammable materials or materials that can form explosive compounds as cleaning agents.

- g. Leaving machines or any technical equipment not cleaned from liquids, dust, lubricants, oils and production waste after work or demonstration.
 - h. Leaving greased or oiled rags, cleaners and substances, without proper safeguarding substances, the mutual interaction of which may result in self- ignition or explosion.
 - i. Using balloons filled with combustible gas.
 - j. Bringing in and using any combustible gas cylinders including the tourist cylinders without separate agreements with Warsaw EXPO XXI Centre fire services.
7. Safe storage methods and locations for flammable and poisonous materials have to be agreed upon with Warsaw EXPO XXI Centre fire services each time they are needed.
 8. Motor vehicles or other equipment with combustion engines can be exhibited in the Halls only if they comply with the following conditions:
 - a. the fuel tank may contain only the minimum quantity of fuel necessary to remove the vehicle or other equipment from the Hall,
 - b. the fuel tank must be closed,
 - c. the battery must be permanently disconnected.
 9. The equipment, the surface of which can heat to temperatures above 100 degrees Celsius must be placed at the safe distance from walls and any flammable materials agreed each time with the Warsaw EXPO XXI Centre fire services.
 10. Users of the equipment running on electricity or combustible gas are forbidden to make any modifications and repairs themselves and furthermore the following is forbidden:
 - a. Using defective electrical or gas installations,
 - b. Using electrical or gas installations which are not complaint with the designs agreed upon with the Lessor,
 - c. Leaving electrical equipment such as heaters, cookers, irons, kettles, etc. connected to power without any supervision. Each of the users and the particular the Client are obliged to turn off the electrical power supply to their stand each time before leaving it,
 - d. Placing heating equipment on a flammable base,
 - e. Cover light bulbs and other lighting points with flammable materials.
 11. Only non-flammable, slow-burning or fire resistant materials may be used for stand construction. The use materials that explode while burning is forbidden.
 12. The use of flammable floor coverings on communication and evacuation pathway and staircases is forbidden. In exceptional and justified cases, with the prior consent of the Warsaw EXPO XXI Centre fire services, slow-burning floor coverings may be used on communication and evacuation pathways (with the exception of staircases).
 13. Organizing pyrotechnical shows is forbidden.
 14. The Clients should refrain from any action that could reduce the level of fire safety. In the event a specific exhibition may create serious fire hazards, it is the Client's duty to provide extra fire protection by themselves in the manner agreed upon with the Warsaw EXPO XXI Centre fire services.
 15. Manual fire extinguishers must not be used for any other purposes.
 16. Stand construction contractors, inside and outside the Warsaw EXPO XXI Centre, are obliged to:
 - a. Strictly observe fire precautions and specially issued by the Lessor regulations in this extent,
 - b. Acquaint themselves with the location and methods of use of the of hand fire extinguishers, fire alarm switches, indoor and outdoor hydrants in the event of a fire
 - c. Comply immediately with orders on the area of Warsaw EXPO XXI Centre fire services regarding fire safety on stands inside and outside the Halls.
 17. Any noticed fault or irregularity in fire safety equipment on the area of Warsaw EXPO XXI Centre must be reported immediately to the fire services or other staff of the Lessor.
 18. In the event of a fire on Warsaw EXPO XXI Centre premises the National Fire Brigade should be alarmed immediately by dialling 998 and/or with the fire alarm switch. The representative of the Lessor in charge of fire extinguishing and rescue work must be obeyed absolutely until the National Fire Brigade arrives and its officer takes over the command.

§ 10

Regulations concerning materials hazardous to health and the environment

1. All devices emitting ionizing radiation (radioactive, X-rays) and laser devices on the EXPO XXI Warsaw premises must have a permit for their operation in trade fair conditions issued by the State Supervision for Nuclear Safety and Radiological Protection.

2. Waste hazardous to health and the environment (oils, emulsions, acids, fats, varnishes, etc.) must not be disposed of with other waste or discharged into the sewage system. Such waste is subject to disposal at the user's expense (these services should be commissioned to EXPO XXI Warsaw).

§ 11

Work safety regulations

1. The Exhibitors are fully responsible for safety and hygiene of work of their employees carrying out works on the EXPO XXI premises and are liable for any accidents resulting from lack of supervision or negligence of work safety requirements and standards during assembly, operation and disassembly of the exhibition and halls (open area) rental for other purposes.
2. Machines, engines, tools, apparatus and other equipment may only be connected if they are equipped with all prescribed protective elements, especially guards and barriers to prevent unauthorised access.
3. It is forbidden to put machinery and equipment into operation which does not comply with safety requirements or to have it operated by unauthorised personnel.
4. When demonstrating machinery and equipment in operation, the area designated for this purpose must be segregated and adequately secured.
5. All employees carrying out the construction of the trade fair on behalf of the Organiser or Exhibitors must have a current certificate of safety training.
6. Accessible edges of glass on stands must be ground to eliminate the danger of injury.
7. In matters of safety and hygiene not covered by these regulations, general regulations in force in Poland apply, which should be followed by all users of EXPO XXI.

§ 12

Basic technical data of EXPO XXI

1. gross exhibition area:
 - a. Hall 1 - 5250 m² usable area width 42 m x length 125 m
 - b. Hall 2 - 1050 m²
 - c. Hall 3 - 3600 m² usable area width 48 m x length 75 m
2. Room heights:
 - a. Hall 1 - total 10 m, usable 8 m
 - b. Hall 2 - total 4 m, usable 3.7 m
 - c. Hall 3 - total 10 m, usable 8 m. 3.
3. Parking space under hall 1: 2.2 m.
4. Dimensions of freight doors :
 - a. Height - 4.3 m
 - b. Width - 4.6 m
5. Freight lift in Hall 1 to warehouse and hall level:
 - a. Door dimensions: 2.0m wide, 2.1m high
 - b. Chamber dimensions: 2.7m wide, 3.6m deep, 2.3m high
 - c. Load capacity 3000 kg
6. Passenger lift in Hall 2 to underground car park.
 - a. Dimensions: 1.1m wide, 2.3m deep, 2.0m high. Load capacity 1250 kg.
7. The following maximum payloads are permitted:
 - a. Hall 1 - 800 kg / m²
 - b. Hall 2 - 500 kg / m²
 - c. Hall 3 - 3000 kg / m²
8. Halls 1 and 3 have a system of ducts with distribution of utilities: installation, electricity, water and sewage system, telephone and internet
9. In Hall 2 the connections to the installations are located in the recessed boards on the walls and some structural columns.
10. Characteristics of the electrical installation:
 - a. 5-wire installation,
 - b. protection against electric shock with residual current devices,
 - c. connection to EXPO XXI Centre electrical network after installation according to electrical design and completion with electrical boxes,
 - d. separate 230 V circuits.

11. Connecting water inflow and outflow:
 - a. Inlet diameter - 15mm
 - b. Outlet diameter - 50mm
12. All exhibition and conference rooms are equipped with a fire protection system (smoke and temperature detectors).

§ 13

Information clause

1. The administrator of your personal data is Space4Trade Sp. z o.o. with its headquarters in Będzin (42-506), Słowackiego 39 Street (hereinafter Space4Trade)
2. In all matters related to the processing of your personal data by Space4Trade, you can contact us by e-mail: daneosobowe@space4trade.pl.
3. Your personal data at Space4Trade is processed:
 - a. For the purpose of sending commercial information and direct marketing to the email address provided in the contact form or provided in the form of a business card (pursuant to art. 6 (1) (f) of the GDPR and Article 10 of the Acts of 18.07.2002 on the provision of services by electronic means (Journal of Laws No. 144, item 1204, as amended).
 - b. To conclude a contract for a service based on your interest in our offer (basis of art. 6 (1) (b) GDPR)
 - c. For the fulfilment of contractual obligations or the performance of the service (basis art.6 (1) (b) GDPR).
 - d. To handle requests you make to us, which is our legitimate interest (basis art.6 (1) (b) and (f) GDPR).
 - e. In Space4Trade's IT systems for administration and information purposes for the operation of trade fairs and events, which is our legitimate interest (basis of Art.6 (1) (b) and (f) GDPR).
 - f. For the purpose of contacting you for the handling of your application, which is our legitimate interest (basis art.6 (1) (f) GDPR).
 - g. For archival (evidential) purposes in order to secure information in the event of a legal need to demonstrate the facts to a customer or contractor, which is our legitimate interest (basis of art.6 (1) (f) GDPR).
 - h. For the possible establishment, investigation or defence against claims, which is our legitimate interest (basis of art.6 (1) (f) GDPR).
 - i. For the management and maintenance of registrations for trade fairs, which is our legitimate interest (basis of art.6 (1) (f) GDPR).
 - j. For purposes related to ensuring physical security during the fair, in particular with regard to internal and external video surveillance, both on the fairgrounds and in the car parks and the area around the venue, which is our legitimate interest (basis of art.6 (1) (f) GDPR).
 - k. For the promotion of events organised by Space4Trade in the form of photos and video reports from the trade fair and accompanying events, which is our legitimate interest (basis of art.6 (1) (f) GDPR) and trade fair regulations).
 - l. To process data related to the publication of the Online Trade Fair Catalogue (basis of art.6 (1) (f) GDPR).and trade fair regulations).
4. We care about the confidentiality of your data. Due to the need for proper organisation, e.g. in terms of IT infrastructure or in day-to-day matters concerning our business as a company, as well as when exercising your rights as a customer or service provider for Space4Trade, your personal data may be passed on to the following categories of recipients:
 - a. Service providers supplying Space4Trade with technical solutions and enabling work on IT systems and management of our organisation (in particular IT service providers, hosting providers and postal providers).
 - b. Providers of legal and advisory services and accounting and administrative services.
 - c. Transport service providers.
 - d. State institutions, e.g. Tax Office, Customs Office, ZUS.
 - e. Entities entitled to obtain data on the basis of applicable law, e.g. courts or law enforcement agencies - of course, only if they make a request based on an appropriate legal basis.
 - f. Subcontractors of our services.
 - g. Providers of marketing and advertising services,
 - h. Security and property protection companies.

5. The provision of data to the extent necessary to set up an account, necessary to fill in an application form or necessary application form or necessary for the signing of a contract and the provision of services is mandatory. In other cases it is voluntary. If you do not provide data necessary for the signing of the contract, performance of services or data necessary for the fulfilment of a legal obligation incumbent upon the administrator, you will not be able to use these services or we may refuse to sign the contract.
6. The processing of your personal data within the framework of video surveillance, is necessary for the fulfilment of the controller's legitimate interests related to ensuring the security of events and activities organised by Space4Trade, including the parking area and the area around the venue. The use of the data is necessary to fulfil the aforementioned purpose.
7. In the case of consent to send commercial information to the email address you have provided, provision of data is voluntary, you have the right to withdraw your consent at any time and it will not affect the lawfulness of the processing carried out on the basis of consent prior to its withdrawal.
8. If you do not consent to the processing of your data for marketing purposes, we will not be able to send to your email address or call your telephone number with information about new trade fair and services.
9. In accordance with the trade fair regulations, in the case of images recorded in photographs and video reports from the trade fair, these may be placed
 - a. on the websites www.smakki.pl
 - b. on YouTube (www.youtube.com/user/GASTROTARGISmakki) and Facebook (www.facebook.com/GASTROTARGISmakki), [instagram](#) (Space4Trade @smakki_GASTROTARGI) [LinkedIn](#) (SMAKKI GASTROTARGI | LinkedIn),
 - c. as press materials within the meaning of the Act of 26 January 1984 - Press Law (Journal of Laws, item 24, as amended), as well as for statements within the framework of literary or artistic activities.
10. Your data shall be stored for a period of time:
 - a. We process your data obtained in connection with the conclusion of a contract or participation in a trade fair until the end of the statute of limitations for potential claims under the contract, subject to the periods resulting from tax and accounting regulations.
 - b. Until you withdraw your consent. The withdrawal of consent does not affect the lawfulness of the processing that was carried out on the basis of consent before its withdrawal.
 - c. Until 10 years after the end of the fair, photos and video reports taken during the fair and accompanying events
11. In connection with the processing of your personal data by Space4Trade, you have the right to:
 - a. access to the data,
 - b. rectify your data,
 - c. request their deletion or restriction of their processing,
 - d. object to the processing of your data,
 - e. to data portability.
12. The source of your data is the registration form from the fair or the participation agreement.
13. To exercise any of the above rights - please contact Space4Trade by e-mail.
14. You are also informed that you have the right to lodge a complaint to the data protection supervisory authority.
15. In accordance with the regulations of the trade fair, in the case of the image captured in photographs and video reports, these may be posted on YouTube and Facebook, whose servers may be located in a third country outside the European Economic Area.
16. Space4Trade reserves the right to use photographs and video footage taken during the trade fair and accompanying events, which, pursuant to Article 81(2) of the Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws of 2018, item 1191), do not require permission for longer than 10 years.

§ 14

Organisational and housekeeping information

1. Deadlines

- a. Stand construction by Exhibitors: (*)
 - 19 March 2023 from 12.00 p.m. to 10.00 p.m.
 - 20-21 March 2023 from 8.00 am to 10.00 pm

- b. Exhibition set-up: 22 March 2023 from 8.00 a.m. to 10.00 p.m.
- c. Date and times of opening to the public: 23-25 March 2023 from 10.00 am to 5.00 pm
- d. Dismantling of the exhibition (removal of exhibits): 25 March 2023, from 5.30 p.m. to 10 p.m.
- e. Decommissioning of buildings (dismantling and removal of stand elements): 25 March 2023, 5.30 p.m. to 26 March, 6.00 a.m.

ATTENTION: NO STAND CONSTRUCTION IS PERMITTED ON 22.03.2023 (Wednesday). This day is intended solely for the setting up of exhibits and possible graphic work.

*/ By arrangement with the Organiser, it is possible to set up the stands after 10 p.m. This requires prior written notification.

2. Parking

- a. EXPO XXI has an above-ground car park in the direct vicinity of the exhibition facility and an underground car park. These car parks are payable.
- b. Exhibitors shall receive one parking pass for each stand as part of the registration fee. The cards are valid on the eve of the opening of the fair and throughout the duration of the fair and are numbered.
- c. The Organiser shall not bear the cost of parking during the stand assembly period.
- d. Only cars no higher than 2 m may enter the underground car park.
- e. The fee for parking additional cars should be paid at cash desks in hall 2 EXPO XXI.
- f. The system registers every entry and exit of a car.

3. Catalogue

- a. INTERNET CATALOGUE OF EXHIBITORS containing the list of Exhibitors with information concerning their activities and goods and services presented by them, as well as the programme and advertising banners, will be available at www.smakki.pl from 20.03.2023 to 20.03.2024.
 - b. Basic entry is compulsory and its cost is included in the registration fee. The entry entitles the Exhibitor and the Sub-exhibitor to receive free access to the application and the possibility of creating an account allowing the entry of company data and also contacts with other users of the application.
 - c. Prices for all available forms of entry are included in the respective order form.
 - d. The Organiser is not responsible for the content of the entries entered by the Exhibitor and the Sub-Exhibitor. In particular, the Organiser is not legally liable for any infringement by the content of an entry or advertisement of copyright, related rights, industrial property rights, personal rights or other rights of third parties. The Exhibitor and Sub-exhibitor shall bear full responsibility for the aforementioned, and shall indemnify the Organiser against any and all liability and cover the Organiser for any and all potential damages and costs resulting from third parties filing such claims against the Organiser.
4. The Participants of the Trade Fair are obliged to observe the generally applicable principles of occupational health and safety as well as fire safety. The Exhibitors at their stand, as well as on the entire fair area, are obliged to comply with the sanitary regulations (SANEPID), fire safety, occupational health and safety, administrative regulations and internal regulations in force on the grounds of Expo XXI, Ignacego Prądzyńskiego 12/14, 01-222 Warsaw.
 5. Participants will be serviced by the Main Reception located on the premises of Expo XXI, Ignacego Prądzyńskiego 12/14, 01-222 Warsaw. The Main Reception is open on trade fair days from 8:00 a.m. to 6:00 p.m. and on assembly days from 8:00 a.m. to 10:00 p.m.
 6. The Exhibitors are obliged to stay at the stand and to keep the stand fully equipped during the opening hours of the SMAKKI GASTROTARGI, i.e. from 10:00 a.m. to 5:00 p.m. on 23-25 March 2023.
 7. The removal of exhibits and the dismantling of the stand before the end of the fair are prohibited.
 8. In the event of early departure or dismantling of the stand, the Exhibitor shall not be refunded the deposit collected upon signing the Participation Agreement.
 9. The Exhibitor and persons employed by the Exhibitor for setting up and dismantling the exhibition area (stand) are entitled to stay on the fairgrounds during the stand assembly and disassembly period. Remaining on the EXPO XXI grounds outside the aforementioned hours during stand assembly and dismantling must be absolutely agreed with the Organiser. The Exhibitors may be charged with costs resulting from it, such as hiring additional security, as well as technical service.

10. During the time allocated for assembly and disassembly, the Exhibitor is only entitled to carry out the necessary assembly work and final touch-ups within his stand. However, basic work (carpentry and painting, etc.) related to the preparation of stands or exhibits is not permitted. In particular, welding, wood and plaster sanding and other dust-generating work is not permitted.
11. In the case of building work using fibreboard, chipboard or plasterboard, work involving the processing of these materials and causing dust must absolutely be carried out using power tools with dust collection tanks. Work causing dust shall be completed no later than 24 hours prior to the commencement of the trade fair and the stand and adjacent area cleaned by the Contractor. Failure to comply with this requirement may be grounds for discontinuing work at the stand and charging the stand contractor for the cleaning costs.
12. It is forbidden for the Exhibitors and stand constructors to damage the structure of the floors, walls, ceilings and to make any other changes to the EXPO XXI halls structure, including, e.g. painting the walls, laying carpets in the passageways, driving nails, inserting pins, etc.
13. In case the Exhibitor leaves any foil, advertising materials and tape on the walls and floor, the Exhibitor will be charged PLN 500 for removing each square meter of foil or advertising materials. If tape is left, the Exhibitor will be charged PLN 50 for the removal of each running metre of tape.
14. The Exhibitor shall be obliged to clean the passageways within the stand on a daily basis during assembly and disassembly, as well as the stand during the trade fair. Should the aforementioned cleaning work not be performed, the Organiser shall have it performed at the Exhibitor's expense and risk.
15. The exhibition stands, including equipment and exhibits, as well as advertisement carriers should be assembled in such a way that they do not constitute a threat to public safety and order, and in particular to life and health of the EXPO XXI stand occupants.
16. The Organizer has the right not to let in or remove from the trade fair area persons who do not have Exhibitor's badges or wristbands.
17. Any wall directly adjacent to another stand and higher than 2.5 m must be aesthetically finished in white or transparent from the side of the other stand.
18. During the days and hours of stand assembly and dismantling, only a technical electricity connection is provided.
19. In justified cases, the Organiser may interfere with the design and furnishing of the exhibition area (stand), in particular remove dangerous and odour-producing items, dismantle devices which interfere with the work of other Participants at the cost and risk of the Exhibitor.
20. Exhibits may not be placed in the aisles. The aisles shall remain unobstructed at all times.
21. It is strictly forbidden to screw, nail, glue or lean any objects against the walls or other fixed structures of the building in the halls where the fair takes place.
22. Machines and equipment may only be connected up if they are equipped with all prescribed protective elements, in particular guards and barriers to prevent unauthorised access. The commissioning of machinery and equipment that does not comply with safety requirements and its operation by unauthorised personnel is prohibited. When demonstration of machinery and equipment in motion, the area designated for this purpose must be separated and properly secured.
23. The exhibitor may not dismantle the stand or remove exhibits during the opening period. An authorised representative of the Exhibitor shall be present at the stand throughout the opening period and during the installation and dismantling of his exhibit. After the end of the Trade Fair, the Exhibitor shall be obliged to remove the exhibits, advertising boards, banners and other media and to restore the occupied exhibition area (stand) to the state from the date of handover by the Organiser. Subject to technical and organisational possibilities, the Organiser may agree to perform the above activities on a date other than that indicated. If the aforementioned activities are not performed on the disassembly date or on the date agreed with the Organiser, the Organiser shall perform them or order them to be performed at the cost and risk of the Exhibitor, and the elements of the stand construction and equipment left by the Exhibitor, as well as exhibits, advertising boards, banners and other carriers not removed during the disassembly period, the Organiser shall remove them from the area of Expo XXI, at the cost and risk of the Exhibitor. The Organiser shall not be liable in any manner whatsoever for damage to or loss of Exhibitor's property not removed from the fairgrounds within the time limit.
24. For any missing or damaged items in the exhibition area the Exhibitor shall be charged with the equivalent of the current market price of the missing or damaged item. The Exhibitor shall also be liable for any missing or damaged equipment, water and electricity connections, rooms or items on the area used by the Exhibitor, its employees or persons employed by it.
25. Transport, handling, packing and unpacking, assembly and disassembly of exhibits and other materials on the fairgrounds shall be carried out by the Exhibitor at its own cost and risk.

26. Transportation of particularly heavy and large-size materials requires prior notification. Failure to notify the Organiser of such items may preclude their display during the fair. In addition, such items require original incombustibility certificates and their location during the trade fair must be approved by the Organiser.
27. Transport, unloading, unpacking, assembling, dismantling, packing and loading of exhibits and other exhibition materials shall be carried out by the Exhibitor, at its expense and risk. In addition:
 - a. unloading vehicles should be in impeccable technical condition (no leaks, normal exhaust emissions, etc.),
 - b. unloading shall take place at the rear of halls 1 and 3,
 - c. the unloading should take place as quickly and efficiently as possible (maximum time for a vehicle to remain at the unloading ramp - 2 hours)
 - d. all cars, after the unloading is done, have to leave the EXPO XXI premises immediately,
 - e. Exhibitors after the unloading will be charged with the cost of parking according to the EXPO XXI price list,
 - f. The Organiser reserves the right to remove vehicles which do not meet the above mentioned conditions.
28. On the EXPO XXI premises there is an absolute ban on parking vans with a capacity above 3.5 tonnes and trailers. The aforementioned cars can stay on the area only during days and hours of stand assembly and disassembly.
29. The Participant is obliged to follow the "Regulations of the Warsaw EXPO XXI Centre".
30. The design of the electrical installation on the stand constructed by the Exhibitor is subject to the approval of the Organiser. This project should be prepared by a person having the appropriate qualifications and presented to the Organiser no later than 14 days before the date of commencement of the Trade Fair. The electrical installation must be made by a person holding relevant qualifications. Failure to present the design of the electrical installation within the time limit specified above entitles the Organiser to refuse to grant consent for the connection of power supply, which does not release the Exhibitor from the obligation to cover the costs of the electrical supply of the stand.
31. The Exhibitor shall submit to the Organiser the design of the stand construction in 2 projections with the indication of the locations of the media supply: water and sewage, electrical connection and other documents necessary for its implementation (including the specification of materials used and certificates of flammability) no later than 21 days prior to the commencement of the Trade Fair and obtain the consent of the Organiser for the implementation of the design.
32. The Exhibitor shall be responsible for the correct execution and operation of the internal electrical installation and the stand setup, whereas the Organiser shall only be responsible for the correct execution of the incoming electrical connection and the provision of power in accordance with the order. The organiser does not carry out the internal electrical installation at the stand.
33. The Exhibitors are obliged to lay carpeting within the rented exhibition area or otherwise (as approved by the Organiser) protect the floor in the area of their stand.
34. On the premises of the Warsaw EXPO XXI Centre it is forbidden for the Exhibitors to carry out any commercial activity without prior written consent of the Organiser.
35. Alcohol tasting at the stands is possible only at the expense and risk of the Exhibitor
36. The Exhibitor assembling the stand on his own or through an external company during the assembly period, not later than on the day preceding the opening of the Trade Fair, shall report to the Exhibitor's Technical Service Centre to formally accept the exhibition area from the Organiser. The Organiser reserves the right to set a specific date for the collection of the exhibition area. The collection of the exhibition area may be performed only by an authorised representative of the Exhibitor. The authorised person shall be deemed to be the person who signed the Participation Agreement or appears in the Participation Agreement as the contact person. Any other person to collect the stand should have written authorisation from the Exhibitor.
37. On the day prior to the opening of the Trade Fair between 2 p.m. and 9 p.m. the Exhibitor is obliged to report to the Trade Fair Office to register.
38. The Organisers do not organise customs clearance.
39. Unloading and transport of materials and exhibits on the premises of the hall shall be carried out by the Exhibitor. Carriage of heavy objects on the premises may be commissioned to EXPOSPED and NETLOG companies, which have their representation on the EXPO XXI premises, have adequate equipment and have exclusive rights for these services within the facility.

§ 15

Final provisions

1. The Organizer reserves the right to cancel, shorten, postpone or partially close the trade fair in case of circumstances for which the Organizer is not responsible, including in particular: force majeure, fire, storm, flood, lightning, explosion, strike, demonstration, terrorist attack, epidemic, war, national mourning, decision of public, local or special administration body forbidding organization of the event or organizing any events.
2. In the event the trade fair does not take place for reasons for which the Organizer is responsible, the Organizer shall immediately refund, at its own expense, the amounts paid by the Participants to the bank accounts indicated by them.
3. In the event the fair does not take place for reasons for which the Organizer is not responsible, a survey shall be carried out among the Exhibitors and one of the following solutions shall be selected by a majority of votes:
 - a. the amounts paid by the Participants will be refunded after deduction of the costs incurred by the Organizer, in connection with the organisation of the trade fair. The costs in question shall be charged by the Organizer to each Participant in proportion to the value of the services ordered by each Participant in connection with the participation in the trade fair.
 - b. the funds paid for the trade fair will be transferred in full to another date on which it will be possible to organise the trade fair.
4. In the cases referred to above, the Exhibitors shall not be entitled to claim any compensation from the Organizer.
5. The Organizer reserves the right to add or remove individual services from the offer specified in the Participation Agreement and the Order Forms.
6. Deliveries of letters between the Parties within the framework of the Participation Agreement shall be made to the addresses of the Parties indicated in the Participation Agreement. During the fair, letters may be delivered, against a receipt, by an authorised person, also on the premises of Expo XXI in relation to the Organizer at the Reception, and in relation to the Exhibitor at the place of the rented exhibition area (stand).
7. By signing the Participation Agreement, the Exhibitor undertakes to abide by these Regulations as well as to abide by the order regulations and any other arrangements made between the Exhibitor and the Organizer.
8. In the case of a gross breach of the regulations specified in the By-Laws, the Organizer reserves the right to terminate the agreement immediately without notice, and the amounts paid for participation in the Trade Fair shall not be refunded. The Exhibitor shall pay the Organizer a contractual penalty of **PLN 20,000 + VAT**.
9. In matters not regulated in the Participation Agreement, the Order Forms and these Regulations the provisions of the Regulations of the Warsaw Expo XXI Centre, the provisions of the generally applicable Polish law and the provisions of the Civil Code shall apply.
10. The Polish text of the Rules and Regulations shall prevail for the resolution of any disputes. Polish law shall prevail in the interpretation of the Rules and Regulations.
11. Any disputes which may arise in relation to the participation in the Trade Fair and the works, deliveries and services contracted to the Organizer by the Exhibitors shall be considered by the Court having jurisdiction over the seat of the Organizer.
12. These Regulations are an integral part of the Participation Agreement in the Trade Fair.

Organiser

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