

# REGULATION

## REGULATIONS FOR TRADE AND NON-TRADE VISITORS (hereunder jointly Visitors) AT TRADE FAIRS AND SIDE EVENTS (hereunder Trade Fairs) ORGANISED AND CO-ORGANISED BY MIĘDZYNARODOWE TARGI GDAŃSKIE SA (Gdańsk International Fair Co.)

### § 1 GENERAL PROVISIONS

- These Regulations are binding for Visitors at Trade Fairs organised by Międzynarodowe Targi Gdańskie SA (hereunder MTG SA), with its head office in Poland, 80-382 Gdańsk, ul. Zagłowa 11, VAT No. PL 5840253705, registered at the Business Register run by the District Court in Gdańsk, 7<sup>th</sup> Commercial Division [Sąd Rejonowy w Gdańsku, VII Wydział Gospodarczy], KRS No. 0000038362, initial capital PLN 40 332 200,00.
- These Regulations are also binding for Visitors at Trade Fairs which MTG SA co-organises.
- These Regulations determine the principles for provision of services to Visitors, especially rules of entry and venue regulations to be followed by Visitors at Trade Fairs organised at the AMBEREXPO Exhibition & Convention Centre, hereunder referred to as AMBEREXPO.
- Entry to Trade Fairs is tantamount to an acceptance of these Regulations by the Visitor and an obligation to follow the rules contained herein.

### § 2 RULES OF ENTRY TO TRADE FAIRS

- The rules of entry to Trade Fairs, including the regulations and instructions referred to in § 2.2 above, are determined for Trade Fairs on a case-by-case basis, are also published online on the websites dedicated to each Trade Fair and displayed at AMBEREXPO cash desks and reception desks; entry to Trade Fairs may be restricted by means of separate rules of entry for Trade Visitors and Non-Trade Visitors.
- MTG SA reserves the right to refuse entry to Trade Fairs, especially in the case of mass events which are regulated by the Polish Act on the Safety and Security of Mass Events. In such cases, regardless of these Regulations, the regulations/instructions of each mass-event Trade Fair shall apply.
- Entry to a Trade Fair is possible only based on an entry document valid for that Trade Fair (for example an invitation, wrist band, ticket, entry pass or other, depending on the Trade Fair) and is subject to inspection, excluding Trade Fairs with free admission.
- For Trade Visitors, entry to a Trade Fair is based on an entry pass (badge) which can be obtained subject to registration through the online service of that Trade Fair or at Trade Fair Visitor reception desks, on the principles specified in § 3 hereof.
- Visitors who purchase entry documents at sale points (cash desks) during and on the premises of a Trade Fair can receive a VAT invoice. MTG SA also reserves the right to send the invoice after the end of the Trade Fair.
- Visitors who purchase entry documents online, at [www.amberexpo.pl](http://www.amberexpo.pl), receive invoices online through that online service.
- Visitors who purchase entry documents at direct sales points or at online sales points, run by entities which are commissioned by MTG SA to sell Trade Fair entry documents, receive invoices directly from the entity with which they have made the purchase, on the terms and conditions specified by that entity.

### § 3 REGISTRATION OF TRADE VISITORS

- You have to register in order to receive an entry pass and gain free admission to a Trade Fair.
- You are entitled to register as a Trade Visitor if you represent a business (a legal person or an organisation, a natural person who runs a business, economic or professional activity). You are not entitled to register if you come as a private individual, with no relation to a business, economic or professional activity.
- You are entitled to register at a Trade Fair if you represent an industry related to the subject matter of that Trade Fair.
- You can register online at [www.amberexpo.pl](http://www.amberexpo.pl) (24/7, from about 3 months before the Trade Fair begins until it ends or at a Trade Visitor reception desk during the Trade Fair).
- If you use the [www.amberexpo.pl](http://www.amberexpo.pl) website to register, you are obliged to accept these Regulations before you register.
- To register at a Trade Visitor reception desk, you need to produce your business card, complete the registration form (all the fields marked as mandatory) and accept these Regulations.
- The details which you provide in the registration form should be true, accurate, complete and compliant with the provisions of § 3.2 hereof, under sanction of refusal to issue your entry pass (badge) or grant free admission to the Trade Fair.

### § 4 TICKETS AND REGISTRATION OF NON-TRADE VISITORS

- You can enter a Trade Fair as a Non-Trade Visitor on condition that you have an entry document (an invitation, ticket, entry pass, wrist band or other, depending on the Trade Fair). You can buy a ticket at Trade Fair cash desks or online at [www.amberexpo.pl](http://www.amberexpo.pl) (if a Trade Fair allows this mode of ticket distribution), as per the principles specified below.
- The [www.amberexpo.pl](http://www.amberexpo.pl) online ticket service (hereunder the Service) is owned by MTG SA.
- The Service is a service application used for electronic transactions, especially for purchasing e-tickets—entry vouchers offered by MTG SA.
- The Service may be used by a person who has completed the Service registration procedure resulting in a personal account being established and in access to the services provided under the Service, on the terms specified herein.
- The Service may be used on condition that these Regulations are accepted, which constitutes at the same time a declaration of intent and creates a legal obligation between the User and MTG SA.
- These Regulations shall also apply to other services performed under the Service, unless otherwise stated herein.
- A person who intends to become a Service User should register at the Service by entering the following into the registration form: e-mail address and password, along with the required personal details (first and last name), and should accept the Service's Terms and Conditions. It is obligatory to provide an address and Tax ID / VAT No. if you require an invoice to be issued.
- It is the User's obligation to keep confidential all and any details used for the unique identification of the User. MTG SA shall not be liable for the effects of the User's disclosure of its identification details to any third parties.
- The User shall be obliged to protect its password against any unauthorised access.
- The User can change its identification details in the Service's "Save details" panel.
- The User shall be fully responsible for the data it provides and, by completing the form, the User declares that the data it has provided are true and correct.
- Any payments shall be performed via the following online payment systems:
  - dotpay.pl administered by Dotpay SA with its registered office in Kraków, Poland, 30-552 Kraków ul. Wielicka 72, registered at the Business Register of the KRS National Court Register, KRS No. 0000296790, at the District Court [Sąd Rejonowy] Kraków Śródmieście in Kraków, XI Commercial Division, REGON (Statistical No.) 240770255, VAT No. PL6342661860. Making payments via Dotpay.pl requires the acceptance of the Dotpay.pl Terms and Conditions. The Dotpay.pl Terms and Conditions are the responsibility of the Dotpay.pl operator;

- b. eBilet.pl administered by eBilet Sp. z o.o. with its registered office in Warsaw, Poland, 01-059 Warszawa ul. Okopowa 47, registered at the Business Register of the KRS National Court Register, KRS No. 0000217316, at the District Court for the Capital City of Warsaw [Sąd Rejonowy dla m. st. Warszawy], XII Commercial Division, REGON (Statistical No.) 015805404, VAT No. PL5262823219. Making payments via eBilet.pl is possible only if a ticket is purchased at the same time via eBilet.pl, subject to availability. Making a purchase and a payment requires the acceptance of the eBilet.pl Terms and Conditions. The eBilet.pl Terms and Conditions are the responsibility of the eBilet.pl operator.
- The prices of the products offered by MTG SA in the Service include a markup and VAT.
  - All and any payments shall be settled in Polish currency (PLN).
  - The sales contract between the User and MTG SA shall be concluded upon the User's placing an order and paying the amount due. The time of payment shall be construed as MTG SA's receipt of full payment confirmation from Dotpay SA or eBilet Sp. z o.o.
  - The User shall purchase an e-ticket—voucher which, upon payment, shall be made available to the User in the Service. The e-ticket—voucher is a PDF file (viewable in Acrobat Reader) which the User shall be obliged to exchange for an entry document valid at the Trade Fair, i.e. an entry pass (badge), ticket, wrist band to allow entry to the premises of the Trade Fair organised by MTG SA.
  - The User shall be obliged to check the e-ticket—voucher details for correctness against the details entered by the User in the order form.
  - The User hereby expresses its consent to its personal details, i.e. the first and last name, being placed on the e-ticket—voucher purchased by the User and on the entry document, such as an entry pass (badge) in order to make entry to the Trade Fair possible.
  - The e-ticket—voucher must not be amended, copied or forwarded.
  - The e-ticket—voucher and the entry pass must not be passed on or made available to any third parties.
  - MTG SA reserves the possibility to end the ticket sales at any time, without stating any reason therefor.
  - MTG SA reserves the possibility to temporarily suspend the Service's operation for maintenance purposes.
  - Unless otherwise stated herein, correspondence with the User will be carried out electronically only. The User has full liability for the consequences of providing an incorrect e-mail address.
  - An e-ticket—voucher purchased in the Service does not entitle the User to a money refund or to a replacement with another ticket, unless the Trade Fair has been cancelled, or its dates or venue have been changed.
  - In the case of a Trade Fair's cancellation or a change in its dates or venue by MTG SA, refunds of the amounts paid for tickets shall be made by MTG SA. E-tickets—vouchers may be returned no later than two months before the Trade Fair's scheduled date. Should the Trade Fair be cancelled, or its dates or venue changed, any additional costs incurred by the Buyer (including hotel, travel etc.) shall not be refunded. In the case of a Trade Fair's cancellation, or a change in its dates or venue, MTG SA reserves the right to inform the customers who have purchased an e-ticket to the Trade Fair about such changes, however MTG SA is not obliged to do so. Such information may be distributed by MTG SA by e-mail. In cases other than those described above (Trade Fair cancellation, change in its dates or venue), it shall not be possible to cancel the order or receive a refund for a purchased ticket, if the order has already been paid for.

### § 5 PERSONAL DATA PROTECTION AND INFORMATION ABOUT PERSONAL DATA PROCESSING (GDPR)

- In order to ensure the security of Visitor data recorded in writing or electronically, MTG SA applies the available organisational and technical means, as prescribed by the law, to protect the data from destruction, theft or any other unauthorised use by any third parties.
- In order to duly execute the sales contract and/or issue an entry document, MTG SA reserves the right to apply photo-ID identification to the Visitors who collect entry tickets ordered online, at cash desks or Visitor reception desks, as well as the right to verify Visitor eligibility for promotion deals (concession tickets).
- MTG SA (registered office, address and other details as indicated in § 1.1 hereof) is the Controller for the personal data of Visitors.
- You can contact the Controller by writing a letter to the address provided in § 1.1 or by email at: [do@mtgsa.com.pl](mailto:do@mtgsa.com.pl)
- A Visitor's personal data will be processed for the following purposes:
  - performance of a contract—based on GDPR Article 6.1.b), i.e. processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract,
  - legal compliance, including taxation and bookkeeping—based on GDPR Article 6.1.c), i.e. processing is necessary for compliance with a legal obligation to which the controller is subject,
  - any possible establishment, exercise or defence of legal claims between the Visitor and the Controller—based on GDPR Article 6.1.f), i.e. based on a legitimate interest pursued by the Controller, namely the possibility of exercising legal claims,
  - archiving (evidence) in pursuit of the legitimate interest of safeguarding information in case of a legal need to demonstrate facts and/or demonstrate the performance of obligations—based on GDPR Article 6.1.f),
  - specified each time in a request for consent—based on GDPR Article 6.1.a) i.e. based on consent freely given by the Visitor.
- No automated decision-making, including profiling, will be performed with regard to Visitors (subject to § 5.13).
- The personal data of Visitors may be transferred to IT service providers, to entities which provide services covering AMBEREXPO venue security, consultancy, legal services and/or bookkeeping, to entities authorised by law, including the police, tax authorities, courts of law, prosecutor's office, customs authorities, and to MTG SA subcontractors commissioned by MTG SA. Such entities process data based on a contract with the Controller and only in accordance with the Controller's orders.
- The personal data of Visitors may be made available to entities and bodies authorised to process such data based on law.
- The Controller will not transfer the personal data of Visitors to any third countries, i.e. to countries outside of the European Economic Area.
- The processing period for the personal data of Visitors is as follows:
  - with regard to the performance of a contract entered into by the Visitor and the Controller, i.e. the Visitor's participation in a Trade Fair or another event organised by MTG SA, the Visitor's personal data will be processed throughout the contract validity period until its performance is completed and it is paid for, and throughout the period in which the commonly applicable laws mandate that the Controller stores the data,

- with regard to the Controller's operations, including statistics and reporting, personal data will be processed throughout the existence of the Controller's legitimate interests, which are the basis for such processing, and for a period in which laws mandate that the data be stored by the Controller, - for archiving (evidence) purposes in pursuit of the Controller's legitimate interest, i.e. safeguarding information in case of a legal need to demonstrate facts and/or demonstrate the performance of obligations—throughout the existence of the Controller's legitimate interests, which are the basis for such processing, and for a period in which laws mandate that the data be stored by the Controller.

- After the expiry of the periods indicated in § 5.10 above, personal data will be stored until the limitation periods for any possible legal claims have expired.
- MTG SA also informs you that the personal data of Visitors in the form of their image recorded by the AMBEREXPO venue CCTV system will be processed for the purpose of ensuring the safety and security of people on the AMBEREXPO premises and safeguarding property based on GDPR Article 6.1.f). Your presence on the AMBEREXPO premises is equivalent to your consent to your personal data being processed in the scope described in this provision. If you refuse to have your personal data processed, your presence on the AMBEREXPO premises will not be authorised.
- The data referred to in § 5.12. above will be processed by automated means: CCTV cameras record visuals in a continuous manner, the CCTV footage will be stored depending on the size of the recorded data—until overwritten, but not longer than three months from the recording date or until a legally valid conclusion is reached in legal proceedings. The regulations which specify the objective, scope and operation of the CCTV system are available at the Controller's head office.
- The Visitor whose data are processed has the right of access to these data, the right to have them rectified, erased, processed in a restricted way, the right to object to data processing, the right to personal data portability.
- In order to exercise the rights listed above, please contact the Controller (contact details as provided in § 5.3 and § 5.4 above).
- Each Visitor whose data are processed has the right to lodge a complaint with a supervisory authority in charge of personal data protection (President of the UODO Personal Data Protection Authority) if he/she believes that the processing of these data is in breach of relevant laws and regulations.
- In the scope in which MTG SA processes personal data in order to enter into and perform a contract—providing such personal data by Visitors is voluntary but necessary to enter into and perform a contract (MTG SA will not be able to enter into a contract without these data being provided).
- At any time, a Visitor may withdraw his/her consent to personal data processing by writing to the Controller at [do@mtgsa.com.pl](mailto:do@mtgsa.com.pl); however, a withdrawal of consent does not affect the legality of the processing performed on the basis of that consent prior to its withdrawal.
- The Controller reserves the right to record footage from Trade Fairs (by means of video and/or audio recording devices), using its own resources or through persons who work with the Controller. The Visitor gives his/her consent to gratuitous recording (fixation) and multiple use, unlimited in time and space, by the Controller of the Visitor's image recorded (fixed) during Trade Fairs. The consent covers the following fields of exploitation: any use, recording (fixation), processing and/or reproduction of photographs and/or recordings, distribution of copies in which an image of the Visitor has been recorded (fixed), along with multiplying an image by means of all and any available techniques and methods, dissemination and publication, in materials used to promote the Controller's business, especially in the media (including the Internet, social media: Facebook, Twitter, YouTube etc.), in promotional materials (including brochures, calendars, yers, posters, presentations, the newsletter), in press advertising and materials displayed outdoors.
- The consent given under § 5.19 above also includes persons aged under 18 who are in the care of the Visitor.

### § 6 VENUE REGULATIONS

- Visitors are allowed at Trade Fairs only on the Trade Fair dates and at the hours open to the public.
- When at the fairgrounds, everyone must comply with the generally applicable laws, as well as the guidelines and recommendations on preventing the spread of the SARS-COV-2 virus.
  - Anyone who enters the fairgrounds may be required to have their body temperature checked. Any person present at the fairgrounds is obliged to undergo a temperature check again if it is found that the person's health needs to be re-examined. Anyone who refuses to undergo a body temperature check or who has a body temperature elevated above 38°C will not be admitted to the fairgrounds or will be asked to leave/ be removed.
  - Anyone who has been confirmed to have symptoms of COVID-19 (in particular a body temperature of at least 38°C or above, persistent cough, difficulty breathing or other flu-like symptoms) or who is suspected of having COVID-19 will not be admitted to the fairgrounds or will be asked to leave/ be removed.
- Everyone needs to maintain physical distance throughout the entire fairgrounds in accordance with applicable laws and/or the guidelines and recommendations of the relevant authorities. Everyone entering or staying at the fairgrounds is required to cover their mouth and nose in accordance with applicable laws and/or the guidelines and recommendations of the relevant authorities. Anyone who fails to comply with these requirements will not be admitted to the fairgrounds or will be asked to leave/ be removed.
- Everyone is obliged to fill in an epidemic statement, as per the applicable template. If any of the circumstances precluding the possibility of participating in the event should occur, the person concerned must immediately notify MTG SA, in particular in order for the person's access pass (badge) to be blocked. Anyone who refuses to sign an epidemic statement will not be admitted to the fairgrounds or will be asked to leave/ be removed.
- It is forbidden for Visitors to carry out any commercial, sales, advertising, promotion or campaigning activity, money collection or any activity in breach of the applicable laws.
- During a Trade Fair and on its premises, it is forbidden to:
  - bring in or use weapons, munitions, pyrotechnical materials, hazardous chemical substances, or any open fire, which constitute a fire hazard, may cause damage to property or be dangerous to human life or health;
  - bring in or consume alcohol, distribute or take narcotics;
  - disturb public order;
  - bring in animals, as well as bicycles, skateboards etc.;
  - smoke tobacco products during a Trade Fair or on its premises, excluding designated smoking locations. Smoking locations are available outdoors, outside AMBEREXPO,

- litter or soil AMBEREXPO or its outdoor area;
  - damage the infrastructure, for example by posting/pasting advertising leaflets or other promotional materials, or by damaging MTG SA vegetation;
  - lean against parts of stand structures, advertising structures or other interior components.
- People who are under the influence of alcohol, narcotics or other substances, or who are trying to bring in alcohol, narcotics or dangerous objects, will not be allowed to enter a Trade Fair.
  - If the bans listed in § 6.4 are not observed, MTG SA reserves the right to remove a Visitor from a Trade Fair and make re-entry impossible (with no refund right on entry and/or parking fees).
  - Visitors are obliged to:
    - respect the signage for the fire safety no-traffic areas, especially to not obstructor block evacuation routes or exits;
    - follow the venue instructions issued by MTG SA services;
    - observe road traffic rules.
  - Children aged under 13 may be present at a Trade Fair only if attended by adults (parents, guardians).
  - MTG SA reserves the right to record footage from a Trade Fair as photographic and audiovisual material and to use this material for promotion and advertising purposes: in the press, radio, TV, electronic media and social media.
  - By participating in a Trade Fair, Visitors give their consent to have their personal data, in the form of their image, recorded by the AMBEREXPO venue CCTV system and processed for the purpose of ensuring the safety and security of people on the AMBEREXPO premises and safeguarding property based on GDPR Article 6.1.f). Your presence on the AMBEREXPO premises is equivalent to your consent to providing your personal data in the scope described in this provision. If you refuse to make these data available, your presence on the AMBEREXPO premises will not be authorised.

### § 7 LIABILITY, INSURANCE

- MTG SA reserves the right to cancel, shorten or postpone the dates of a Trade Fair and agrees to provide information about it on the Trade Fair website. If a Trade Fair is cancelled, shortened or postponed for reasons beyond MTG SA control, a Visitor who has not managed to use the purchased entry document shall not have the right to compensation but only a refund of the gross value of that document. The refund will be issued as per the principles detailed in § 9 below. If the purchased entry document is not used on its date for reasons attributable to the Visitor, it is not possible to exchange it for a document valid on a different date and MTG SA shall not issue a refund.
- MTG SA shall not be liable for personal injuries to Visitors caused by third parties attributable to the injured party.
- MTG SA shall not be liable for damage to Visitors' property caused by force majeure (for example fire, explosion, lightning strike, heavy winds, flooding) or by third parties, or attributable to the injured party.
- MTG SA shall not be liable for items left in cloakrooms. Apart from outer garments, items allowed in cloakrooms include umbrellas, clothing accessories (gloves, scarves, etc.) and hand luggage. Detailed cloakroom terms of use are specified by the Cloakroom Regulations available in the cloakroom and at [www.amberexpo.pl](http://www.amberexpo.pl).
- The exclusion of MTG SA liability, referred to in § 7.4, is in no way affected by the security measures taken up during a Trade Fair and on its premises (technical security measures, security guards, CCTV).
- A Visitor is under the obligation to secure the property brought into a Trade Fair against any damage or loss, at the Visitor's own cost and risk (including keys, IDs, hand luggage, laptops, cameras, mobile phones).
- A Visitor shall be held responsible for any damage caused / injuries in icted by him/her during a Trade Fair and on its premises.
- Any damage to the Visitor's property or injury to the Visitor's person must be reported to MTG SA and a police station immediately after it has been discovered.
- The safety of children aged under 13 while at a Trade Fair is the responsibility of the parents and/or guardians.
- In the registration process, Visitors are fully liable for the truth and correctness of the details they provide, including for the consequences of providing data that are incomplete or erroneous, especially their email address and/or Tax ID (VAT) number.

### § 8 COMPLAINTS PROCEDURE

- Every Visitor has the right to file a complaint about MTG SA's performance of services specified in these Regulations.
- Visitor complaints should be stated in writing and led during a Trade Fair at a Visitor reception desk, or after the Trade Fair within 7 days of its completion by email to [sekretariat@mtgsa.com.pl](mailto:sekretariat@mtgsa.com.pl), or in a letter sent to the MTG SA postal address: Międzynarodowe Targi Gdańskie SA, 80-382 Gdańsk, Poland, ul. Zagłowa 11.
- Any complaint will be handled within 14 days of its receipt by MTG SA.
- A reply to the complaint will be sent electronically or by regular post to the relevant address provided by the Visitor.

### § 9 FINAL PROVISIONS

- These Regulations enter into force on 25 June 2018.
- MTG SA agrees to provide information about any changes to these Regulations and to publish their unified text on the Internet at [www.amberexpo.pl](http://www.amberexpo.pl) and on the websites of each Trade Fair.
- In matters unregulated herein, the applicable laws shall apply, including especially the Polish Civil Code.
- Any disputes between a Visitor and MTG SA which prove impossible to resolve amicably shall be settled by a materially competent common court of law [sąd powszechny].
- The Polish version of these Regulations shall prevail in the settlement of any disputes with foreign parties. The law of the Republic of Poland shall apply in the interpretation of the provisions hereof.