



**TERMS AND REGULATIONS FOR PARTICIPATION IN
BUSINESS EXPO FAIR 2017**
organized by
the Regional Chamber of Commerce and Industry in Katowice
between 18th-20th October 2017

§ I

General provisions and rules of registration of participation

1. Definitions:
Organizer - the Regional Chamber of Commerce and Industry in Katowice,
Facility - the International Conference Centre in Katowice,
Exhibitor - an entity to whom the Organizer provides the exhibition area for the exhibition stand,
Participant - a person visiting the Fair.
2. Exhibitors and Co-exhibitors hereinafter in general referred to as Exhibitors are obliged to comply with the conditions set forth in these Terms and Regulations.
3. The provisions of the Terms and Regulations of participation in the Fair constitute an integral part of the Application-Agreement and altogether constitute an agreement on provision of additional services concluded between the parties.
4. The condition of participation in the Fair, is to fill in the Application-Agreement by the Exhibitor, submit it to be signed by a person authorized to represent the company and send it to the Organizer.
5. Signing of the Application-Agreement between the Exhibitor and the Organizer, concerning the rental of area, obliges the Exhibitor to make a payments: an advanced payment of 50% of commitments resulting from ordering of an area, development of a stand and additional equipment and a registration fee including sending of the Agreement; the remaining 50% of commitments should be paid until 18th of September 2017. Payments should be made to the account no: 87 1240 1330 1111 0010 7010 3963, the Regional Chamber of Commerce and Industry in Katowice, ul. Opolska 15, 40-084 Katowice, and labelled BUSINESS EXPO FAIR (Targi Biznes Expo).
6. All Exhibitors and Participants are obliged to register on the website of the Congress - www.ekmsp.eu, the accompanying event of which is the Fair.

§ II

Rights and obligations of the Exhibitor

1. The Exhibitor is obliged to take over the stand within the period indicated by the Organizer and to use his ID card issued by the Organizer, within the Fair facility.
2. Unloading and loading of devices, goods, showpieces etc. should be made within the hours settled with the Organizer, without hindering the usual functioning of the Facility.
3. The Exhibitor must not disassemble the stand on his own during the Fair, for the reasons of safety of others.

4. The Exhibitor is obliged to comply with the Health and Safety regulations, fire safety regulations, the terms and regulations of the Facility and recommendations of the relevant services - in particular the recommendations of the Police, the Fire Service and the life-saving medical services.
5. All persons entering the Facility may be subject to inspection. Persons whose appearance or behaviour gives rise to suspicion that they are under influence of alcohol / drugs or that they may threaten safety, shall not be admitted to the Facility.
6. The rights concerning the rental of an area may not be transferred onto any other company or a person, without the Organizer's consent and without making payments. The Exhibitor is responsible for all actions of his Co-exhibitors.
7. The Exhibitor holds the right to exhibit his products only within his stand, on condition that the items do not cover up the neighbouring stands. The arrangement of the stand should be done without any interference in the walls and frame of the elements of the development and equipment of the Organizer. Illuminated advertising or audio advertising is possible only with the Organizer's consent.
8. The Exhibitor must not use the fair area in a manner incompatible with its properties and purpose, and in a manner exceeding the normal manners of usage.
9. Information and advertising materials used by the Exhibitor during the Fair must not include any offensive, provocative, racist contents, and must not violate any personal rights, religious feelings and the dignity of third parties.
10. Each Participant of the Fair should behave in accordance with cultural principles and social norms and his behaviour must not impede the conduct of the event.
11. Within the Facility, it is forbidden to:
 - carry out commercial activity, without the Organizer's consent, distribute leaflets and advertising materials as well as to campaign or raise funds,
 - leaving exhibits which are devices or machines in condition which enable unauthorised persons to start it,
 - leaving substances which may cause spontaneous combustion without proper security,
 - bring in alcoholic beverages, psychoactive substances and weapons as well as other dangerous objects,
 - bring in animals,
 - smoke - with exception to the designated places,
 - leaving litter in the Facility.
12. The Exhibitor undertakes to enable admittance to the occupied fair area on each demand of entities authorized to make inspections.
13. The Exhibitor must not use the visualisation of the Facility or its trademark for commercial purposes, without the Organizer's consent, in particular he must not take up informational, promotional and advertising actions or omissions, or the like, by virtue of which the Mandator might cause the impression of being the official sponsor, partner, supplier or of being in any other way related with the Facility.
14. The Organizer gives his consent to the Exhibitor to a free of charge use of photos, audio and video recordings including the presentation of show-pieces of the Exhibitors presented during the Fair, for informational and promotional purposes of the Exhibitor's activity. This consent includes in particular such fields of exploitation as advertising brochures, leaflets, flyers, websites. The Exhibitor assures that the materials created with the use of photos or recordings mentioned in the first sentence shall be created in a professional and aesthetic manner, and they shall include proper description indicating the name of the Fair.

15. The use of trademarks of the Organizer (in particular: logos of the Organizer, the European Congress of Small and Medium-Sized Enterprises, the Business Expo Fair) in materials mentioned in point 14, requires written consent of the Organizer and an acceptance of the Organizer, of graphic design or a video file which uses the trademark.
16. Informational and promotional materials mentioned in point 14 must not include any offensive, provocative, racist content, must not infringe personal rights, religious feelings of third parties or compromise the image and brand of the Organizer, the Facility, the Congress or the Fair.
17. The Exhibitor undertakes to independently acquire permissions for a free of charge use of images of the Participants and other Exhibitors, recorded in the form of photos or video recording, in the fields of exploitation desired by the Exhibitor.
18. In the event the third parties put forward any claims against the Organizer or any sanctions in accordance with points 14-17, are imposed on the Organizer or the entities related to the Organizer, The Exhibitor shall be obliged, at Organizer's discretion, to pay the Organizer a specified amount of money to cover the claims, sanctions and costs related to them, or any other damages suffered by the Organizer, or to take up other actions which aim at elimination of negative results suffered by the Organizer, including actions directly to the benefit of entities which put their claims forward or impose sanctions.
19. During the Fair, the Organizer, the Owner or the Operator of the Facility may perform photographic and video sessions. The participation in the Fair has the same legal effect as giving consent to the use in the informational and promotional materials of:
 - a. image of each of the Exhibitors and Participants (in case of participation of third parties - employees, collaborators, accompanying persons on behalf of the Exhibitor or the Participant - he is obliged to obtain such consent of these persons, and in case they put forward any claims, to act as the Organizer, the Owner or the Operator of the Facility and to take over any responsibility);
 - b. Trademarks and industrial designs presented on the stand.
20. The Exhibitor holds the right to cancel the participation in the fair only 30 days before the commencement of the event. Resignation causes the forfeiture of the paid-up advanced payment. Cancellation of participation 7 days before the commencement - results in the necessity to pay 100% dues resulting from the order, being the consequence of costs incurred by the Organizer. The resignation date is the date of receipt of a written resignation.

§ III

Financial liability and security of the Exhibitor

1. The Exhibitor holds the overall responsibility for damages resulting from the functioning of his devices and work of his employees during the preparation, exhibition and closedown of exhibition.
2. The Exhibitor bears the costs and risk of delivery, transportation, reloading, mounting and dismounting of show-pieces and other materials presented within the Fair.
3. The Exhibitor is responsible for the condition of equipment, and in the event of damage or loss of an element of the stand development or equipment, refunds the costs in the amount stated by the Organizer.
4. Any temporary development and electricity infrastructure should be designed and made in accordance with legal provisions in force, in particular within the fire safety and

- emergency evacuation, in particular by the persons holding appropriate qualifications and legally required certifications.
5. All elements of scenery / equipment used by the Exhibitor must hold the up-to-date attestations classifying fire resistance of used materials, to the degree of being at least flame retardant. The attestations must be issued by research institutions located in Poland or in the European Union. In addition, it is admitted to use the materials which have been subject to anti-fire protection procedures, and what has been documented by a report determining the mentioned degree of fire resistance.
 6. It is forbidden to use elements of scenography made of materials, whose products of thermal decomposition are very toxic or intensely smoking, even if fire protection (impregnation) is to be used.
 7. It is forbidden to hoist fabric or other materials under the ceiling, due to the efficiency of the installed sprinkler system and detection elements of the fire safety system.
 8. The elements of the scenography and temporary development may not cover up any passage signs and emergency exits and to hinder access to fire extinguishing equipment (fire extinguishers, hydrants) distributed in the lounge and to manual buttons informing about the fire.
 9. Setting up of scenography and technical service equipment must not cause any obstruction to the openness of emergency exit routes.
 10. All electric wires used for mounting of additional lighting must be secured in such manner so that they do not cause any threat, and all temporary electric installations must be made by qualified staff.
 11. The use of any combustible, pyrotechnical materials, or the like, requires the Organizer's consent. The above mentioned materials must hold a valid certificate (Polish or EU one) stating the conditions and admittance to be used in closed spaces.
 12. In the event cars, motorcycles or other devices with gas tanks (in particular those holding electric installations at the same time) are used as decorations, a separate consent of the Organizer shall be obtained.
 13. The Organizer is obliged to report to the Organizer that he intends to exhibit heavy and large-sized showpieces.
 14. The Exhibitor shall be responsible for any devastation or damage made during the Fair, also during the mounting and dismounting of the stands.

§ IV

Rights and obligations of the Organizer

1. The Organizer reserves the right not to give his consent to exhibit showpieces, which he finds dangerous, without any right of compensation for the Exhibitor.
2. Any elements of stand development or equipment left without the knowledge or acceptance of the Organizer, not removed by the Exhibitor shall be deemed abandoned property, for which the Organizer does not take any responsibility.
3. The Organizer shall not be responsible for any losses related to cancellation or postponement of the date of the Fair, caused by reasons beyond his control.
4. The Organizer shall not be responsible for theft, damage or devastation of Exhibitor's property during the Fair and during mounting and dismounting of stands. The Organizer provides protection during the closing hours of the Facility, in which the Exhibition takes place. It is recommended for the Exhibitors to secure their property.



5. The Organizer shall not be responsible for the delay for reasons beyond his control and related to force majeure or initiatives of state or local authorities.
6. The Organizer shall not be responsible for accidents, losses, thefts or damage to property of Exhibitors caused by any reason.
7. The Organizer reserves the right to cancel the Fair. In such event – the Organizer refunds the paid-up dues to the Exhibitor. The Organizer holds the right to postpone the date of the Fair, for reasons beyond his control.
8. The Organizer reserves the right to immediate intervention or termination of the Fair, if he states that fire safety or other safety-related regulations have been violated.
9. The Organizer shall not be responsible for any mistakes or omissions related to the teleaddress or informational particulars included in the brochure of the fair or in any other materials submitted by the Exhibitor.

§ V

Final provisions

1. For matters not covered in these Terms and Regulations, relevant provisions of the Polish Civil Code are applicable.
2. The acceptance of these Terms and Regulations is at the same time a consent to the Privacy Policy of the Regional Chamber of Commerce and Industry in Katowice.
3. These Terms and Regulations shall enter into force on 23rd of January 2017.