

Regulations for all Exhibitors

§1. General Provisions

1. Regulations apply to all Exhibitors (referred to as „**Exhibitors**”) ESP- „**ESP – Sport & Zdrowie**” (referred to as „**ESP**”) organized in Poland by International Center of Events II Sp.z.o.o. located in Kazimierza Gierdziejewskiego Street 7/25a, 02-495 Warsaw, Poland, VAT No PL5223040588, REGON 0000579925 (referred to as „**Organizer**”).
2. Regulations are integral part of the registration form at ESP – Sport & Zdrowie.
3. Exhibitors must obey all terms and regulations of ESP – Sport & Zdrowie area.
4. The participants of the ESP can be the exhibitors and have to present the offer in line with the theme of the ESP.

§2. Conclusion of an agreement to participate in ESP – Sport & Zdrowie

1. Participation is based on registration form that has to be completed and signed by an authorized representative of the Exhibitor.
2. An Exhibitor shall fill out a declaration of will to participate in the ESP by handing or sending by email/post a completed and signed, by a person authorized to represent the Exhibitor, Application Form. Person/persons signing the Application Form declare, at the same time, that they are duly authorized to conclude contracts on behalf of the Exhibitor. Sending signed and completed Application Form means that these Regulations and the Organizer’s offer, which form an integral part of the agreement on participation in the ESP, have been read and accepted.
3. Conclusion of an agreement to participate in ESP – Sport & Zdrowie takes place when an Exhibitor sends, by post or e-mail, an Application Form, completed and signed. The Organizer reserves the right to refuse acceptance of the Application Form for any reason. In this case, there is no conclusion of any agreement between the Parties.
4. The procedure stated above also applies to any additional services ordered by the Exhibitor. If orders are placed later than 14 days before the ESP, Organizer might either not fill the order or an Exhibitor will have to pay 50% more of regular prices.
5. In case of payment delays and financial debt, Organizer has a right to refuse Exhibitor’s participation in the ESP. Moreover, it means that Organizer fulfilled obligations of the contract.

§3. Payments

1. Terms of payment, due to participation in ESP – Sport & Zdrowie, are specified in the application form.
2. The Organizer, within the statutory term, will issue a proper VAT invoice to the Exhibitor. Upon request of an Exhibitor, Organizer can issue a proforma invoice before the payment is made.
3. In case of payment delays, Organizer will be entitled to additional interest of debt shown in the art. 359 & 2(1) of the Civil Code.

§4. Exhibition Area

1. Exhibitor has a right to choose the size and location of exhibition area before completing and signing Application Form. It is based on Organizer’s ability and technical conditions.
2. Exhibitor acknowledges that all locations of the exhibition area have the same value and, therefore, Organizer can change the location of the exhibition area without any agreement and no claim against Organizer will be accepted.

§5. Subexhibitors

1. Exhibitor has a right to sublet a part or the whole exhibition space to another entity (subexhibitor) upon written agreement with Organizer and payment of an additional fee mentioned in the application form.
2. Exhibitor takes full responsibility of all acts and omissions of both himself and subexhibitor.
3. If Exhibitor will not inform the Organizer about sublet of the exhibition area, he will pay a penalty which is equal to 50% of contract value.

§6. Resignation from participation in ESP – Sport & Zdrowie

Exhibitor can withdraw from the contract upon payment of recompensation, 50% of total payment if more than 3 months before ESP – Sport & Zdrowie and 80% of total payment if less than 3 months before ESP – Sport & Zdrowie. Declaration of withdrawal is valid only upon written statement and payment of recompensation. Otherwise, Exhibitor has to cover 100% of total payment.

§7. Advertisement

1. Each Exhibitor has a right to expose and advertise their goods and services only in the assigned area and in the way that does not interfere with neighboring booths. Exhibitors are not allowed to use audio system and additional lighting that will disturb others.
2. All Exhibitors have a right to expose goods and services beside the assigned area only if this advertisement included in advertisement offer was bought.
3. Depending on the type of the ordered package and other advertising services, each Exhibitor and Subexhibitor is required to forward to the Organizer their contact data, the content of advertising and electronic files with graphics, logos, trademarks and other materials subject to publication by the Organizer in connection with the organization or promotion of the Fair, no later than 30 days before the ESP, under pain of releasing the Organizer from the obligation of publication, still reserving the right to remuneration of publication.
4. The Organizer may refuse to publish the materials connected with the organizing the event given to him by the Exhibitor for publication, if he finds that these materials infringe the legitimate interests of the Organizer or other participants of the ESP, the rights of third parties, generally applicable rules of law or morality, and yet the Parties consider that the Organizer duly complied with the obligation to publish them.
5. The Exhibitor is solely responsible for the content of advertisement and promotional materials provided and later published by both Parties, Organizer and Exhibitor.
6. Each Exhibitor has to inform Organizer and receive written consent in order to take photos and record films during ESP.

§8. Responsibility

1. Organizer is liable only for damages to the Exhibitor or another participant of the Fair which are caused by deliberate action of the Organizer or a person acting on his behalf.
2. Each Exhibitor is responsible for strict liability for any damage caused to the Organizer or third parties by the Exhibitor or any person acting on his behalf, or representing his rights.
3. Each Exhibitor shall immediately notify the Organizer in case of occurrence of any event causing the damage or threat of damage.
4. Organizer recommends the Exhibitors to conclude relevant insurance agreements regarding the risks associated with the Fair and third party insurance for damage caused in connection with participation in the Fair.

§9. Booth- Project, Assembly, Disassembly

1. In case of purchase an 'open space' booth the Exhibitor will construct the exhibition booth on his own and at his own cost. Each Exhibitor can purchase an additional day for assembling the booth. In that case, Organizer has to be informed at least 30 days before the ESP – Sport & Zdrowie. The construction of the stand in as well as outside the exhibition hall, refers to the terms and conditions of the building that it is placed in.
2. In case where an Exhibitor will not finish assembling the booth before the start of the ESP, an Exhibitor has to pay financial penalty equal to 1 000 pln netto per each hour of delay.
3. Disassembly takes place on the last day of the ESP hours given by Organizer. In other case, an Exhibitor has to pay financial penalty equal 1 000 pln netto per each hour.
4. Organizer covers the cost of electricity supply applied to organization of the ESP.
5. An Exhibitor has to send to Organizer for approval all informations mentioned below 30 days before the ESP:
 - a. project of the booth, 3 pictures/drawings, with indication of electric installations, their material specification and certificate of flammability as well as media and internet connections.
 - b. electric installations project has to be made by a person with right qualifications.

- c. data of the company that will assemble the booth and all other installations.
- 6. An Exhibitor may begin the assembly and disassembly of the booth after receiving an approval from Organizer's representative who also has a right to interrupt that process upon violation of all rights and regulations of ESP.
- 7. It is forbidden to do welding, grinding etc. that might cause dusting or fire hazard.
- 8. Each Exhibitor is obliged to keep their area safe and clean.
- 9. Each Exhibitor is obliged to comply with legal and technical standards of construction, installation, safety, sanitation, and fire protection.
- 10. Assembly and disassembly is allowed only within the period of time given by Organizer.
- 11. It is prohibited to damage/change the structure and coatings of walls, floor, and other area of the Halls where ESP takes place.
- 12. When ESP is over each exhibitor is obliged to leave their area in the same conditions as was given before the ESP. It is not allowed to leave any dirt/glue after taking off the tape on the floor. Otherwise, Exhibitor has to pay financial penalty, 50 pln netto per each square meter for tape/glue and 500 pln netto for each square meter of dirty surface.

§10. Booth Organization

- 1. The Exhibitor is obliged to open the booth for public during ESP.
- 2. If the presentation on the booth is conducted with the use of any tracks, the Exhibitor is obliged to regulate his own issues of copyright and related rights to the tracks.
- 3. The volume of the multimedia present at the ESP will be specified individually in the Exhibitor's Card.
- 4. Replacing or supplementing the exposition on the booth, cleaning the booth and the adjacent area can only be made off the opening hours of the ESP.
- 5. Organizer's Representative may tell the Exhibitor to remove from the booth elements posing a threat to the safety of people/property, breaching of good manners, or in any way disturbing the ESP.
- 6. All Exhibitor's promotional activities may take place only within the booth and may not interfere with other Exhibitors or the ESP.

§11. Organizational Regulations

- 1. All participants are required to comply with the ESP standards, safety rules, fire and sanitation and all other regulations applicable to the ESP.
- 2. Each Exhibitor is obliged to follow the instructions and commands issued by Organizer.
- 3. The ESP – Sport & Zdrowie area is a non-smoking area and the use of open fire and heating appliances is forbidden. It is also forbidden to carry arms, ammunition, explosives, and irritant/fire hazard substances.
- 4. It is forbidden to obstruct evacuation routes and access roads/ways to the fire equipment.
- 5. Each Exhibitor and his Staff members are required to wear identification card issued by the Organizer as well as undergo control procedures conducted on behalf of Organizer.

§12. Complaints

All complaints should be immediately reported to the Organizer in written form not later than disassembling the booth. After that, all other complaints will expire.

§13. Final Provisions

- 1. The Organizer reserves the right to change the date, place and even to cancel the ESP – Sport & Zdrowie. The Exhibitor will be informed immediately about any changes of the ESP. If date or place will be changed, each Exhibitor can cancel his presence by sending a statement in written form not later than 3 days after receiving information from Organizer. In all these cases, Organizer will return all the advanced payments to the Exhibitor.
- 2. The Exhibitor acknowledges that the Organizer has not made any assurances or warranties relating to economic outcome resulting from participation in the ESP and will not have, in that case, any claims to the Organizer.

3. An agreement of participation in the ESP is governed and interpreted by and remains in accordance to Polish law. Any dispute between the Parties arising from this agreement shall be settled by a court of law, competent for the City of Warsaw, art. 185 of Civil Code.
4. ESP – Sport & Zdrowie is payable and entrance is possible after showing a valid entrance ticket or ID issued by the Organizer. Minors under the age of 18 may attend the ESP only with an adult who is full responsible for their safety.
5. All participants are obliged to behave in an appropriate and safe manners. At the same time, 'Regulations of the ESP – Sport & Zdrowie' must be obeyed.
6. Security members as well as Organizer's Staff are entitled to deny entrance or to remove from the ESP anyone under the influence of alcohol and any other drugs.
7. The Organizer has a right to record the image and behaviour of people participating in the ESP and may use/publish those materials, share it on the official website, Facebook profile etc. or even share them with law enforcement authorities if needed.
8. ESP – Sport & Zdrowie has a business character. Therefore, all participants will be asked to leave business card or to fill out a short survey.