

§ 1 GENERAL PROVISIONS

1. These Rules and Regulations form an integral part of the Agreement and apply to all Exhibitors participating in the Travel and Leisure Festival “Piknik nad Odra”, organised by Zachodniopomorska Agencja Rozwoju Turystyki ZART Sp. z o.o., hereinafter referred to as the “Organizer”.
2. Whenever these Rules and Regulations refer to the “Event”, this shall mean the Travel and Leisure Festival “Piknik nad Odra”, including the “Market Tour” Tourism Fair held as part of the Event.
3. The Special Provisions governing participation in the Travel and Leisure Festival “Piknik nad Odra”, hereinafter referred to as the “Special Provisions”, form an integral part of these Rules and Regulations.

§ 2 CONDITIONS OF PARTICIPATION

1. In order to participate in the Event, the Exhibitor must submit a completed Application–Agreement form to the Organizer. The document must be signed by the person or persons authorised to represent the Exhibitor.
2. Submission of the Application–Agreement constitutes an offer to participate in the Event. The Organizer shall confirm acceptance of the application in documentary form, including by issuing a pro forma invoice or sending confirmation by email. Such confirmation constitutes conclusion of the Agreement and grants the applicant Exhibitor status.
3. Any withdrawal by the Exhibitor from participation in the Event or cancellation of part of the exhibition space previously ordered must be made in writing; otherwise, it shall be null and void. Failure to pay the amounts referred to in § 4 of these Rules and Regulations shall not constitute withdrawal from participation in the Event.
4. The Organizer reserves the right to refuse an Application–Agreement without stating a reason, particularly for organisational, technical, programme-related, reputational, safety, sector-specific or public-order reasons; due to the profile of the Exhibitor or the products and services offered; or where participation could involve political, electoral, ideological or worldview-related campaigning or the presentation of content unrelated to the nature of the Event. The Exhibitor shall have no claims against the Organizer arising from such refusal, including, in particular, claims for damages.
5. The Organizer shall have the right to refuse the Exhibitor admission to the Event if the participation fees referred to in § 4 of these Rules and Regulations have not been paid by the applicable deadlines.

§ 3 FORM OF PARTICIPATION

1. The Exhibitor shall participate in the Event in its own name and on its own behalf.

2. Without the Organizer's prior consent given in documentary form, the Exhibitor may not sublet, sublease, lend, make available, share or otherwise transfer all or any part of its stand to a third party on any legal or factual basis. Any such action taken without the Organizer's consent shall be null and void. This prohibition also applies to the presentation, advertising or sale of products, services, brands or materials belonging to third parties that have not been notified to the Organizer.

§ 4 PAYMENT TERMS AND DEADLINES

1. The Exhibitor shall pay the Organizer the participation fees as follows:
 1. an advance payment equal to 25% of the total participation fees, payable within seven calendar days of receiving confirmation of acceptance of the Application–Agreement in the form of a pro forma invoice;
 2. the remaining amount due under the confirmation of acceptance of the Application–Agreement, payable by the deadline specified in the Special Provisions to the bank account indicated in the confirmation.
2. If the entity appearing as the Exhibitor at the Event is not the payer or invoice recipient, the Organizer must be informed accordingly when the order is submitted. The Application–Agreement must be signed by the person or persons authorised to represent the payer.
3. Additional services ordered during the Event shall be payable in cash at the Organizer's tent.
4. If the Exhibitor withdraws from participation in the Event or cancels part of the exhibition space previously ordered at least 40 days before the commencement of the Event, no financial obligations shall arise on the part of the Exhibitor in connection with such withdrawal or cancellation.
5. If the Exhibitor withdraws from participation in the Event or cancels any services previously ordered, regardless of the reason and whether or not the circumstances are attributable to the Exhibitor, fewer than 40 days but at least 15 days before the commencement of the Event, the Exhibitor shall pay the Organizer an amount equal to 25% of the total participation fees specified in the confirmation of acceptance of the Application–Agreement.
6. If the Exhibitor withdraws from participation in the Event or cancels any services previously ordered, regardless of the reason and whether or not the circumstances are attributable to the Exhibitor, fewer than 15 days before the commencement of the Event, the Exhibitor shall pay the Organizer 100% of the total participation fees specified in the confirmation of acceptance of the Application–Agreement.
7. If the Exhibitor submits the Application–Agreement after 31 March 2027, the Exhibitor shall pay 100% of the total participation fees within seven days of

submitting the Application–Agreement, but no later than two days before the commencement of the Event.

8. Fees, prices and other payment terms relating to participation in the Event shall be specified in the Application–Agreement form and the Special Provisions.
9. Any unauthorised use of the Event’s commercial offering in any form, including, in particular, exhibiting, selling, promoting, distributing materials or advertising services or products within the Event grounds without the Organizer’s consent, shall result in a contractual penalty equal to ten times the applicable price-list rate for the area occupied or used. The Organizer shall have the right to immediately remove such entity and its materials, advertisements, goods and equipment from the Event grounds at that entity’s expense and risk. The Organizer reserves the right to claim damages exceeding the amount of the contractual penalty.
10. All amendments and cancellations relating to the Application–Agreement must be submitted in writing and confirmed by the Organizer.

§ 5 SERVICES

1. The stand fee includes cleaning of the passageways. It does not include cleaning of the Exhibitor’s stand area or back-of-stand facilities, nor the removal of commercial waste, catering waste, packaging, pallets, cardboard boxes, used oil, liquid waste or any other waste generated in connection with the Exhibitor’s activities.

The Exhibitor shall keep its stand and the area immediately surrounding it clean throughout the Event and shall remove all waste after the Event. If the Exhibitor fails to fulfil this obligation, the Organizer may charge the Exhibitor for the costs of cleaning, waste removal and disposal.

2. At the Exhibitor’s request and for an additional fee, the Organizer may provide:
 1. rental of additional equipment;
 2. additional electrical installations;
 3. organisation of press conferences;
 4. organisation of promotional events;
 5. stand services provided by hostesses;
 6. stand services provided by an interpreter;
 7. production and display of advertising materials within the Event grounds;
 8. hotel reservations.

§ 6 EXHIBITION SPACE, STAND AND STAND EQUIPMENT

1. The Organizer shall independently determine the location of the stand within the Event grounds. The Exhibitor's requests shall be taken into account where reasonably possible but shall not be binding upon the Organizer.

The Organizer reserves the right to change the stand location, stand number, layout of zones and passageways, or exhibition space where justified by organisational, technical or safety considerations, decisions of competent authorities or services, weather conditions, changes to the spatial concept of the Event or the best interests of the Event.

2. The Organizer shall make reasonable efforts to inform the Exhibitor sufficiently in advance of any changes to the stand location or exhibition space resulting from the organisational or technical conditions of the Event grounds.
3. For the purposes of these Rules and Regulations, a "stand" means the area rented by the Exhibitor for the duration of the Event, with the dimensions specified in the Application–Agreement, together with its construction and equipment where such construction or equipment has been rented from the Organizer.
4. The final deadline for requesting changes to additional equipment is two weeks before the Event. Changes requested after this deadline may result in a 20% increase in the price of the relevant service compared with the price specified in the application form or may be refused by the Organizer.

Such changes shall be carried out in the order in which requests are received and subject to the Organizer's available personnel, technical resources and materials.

5. If the Exhibitor equips its stand with its own additional equipment, it shall provide the Organizer with a list of such equipment before the commencement of the Event.

The Exhibitor may not interfere in any way with stand equipment supplied by the Organizer, including, in particular, by modifying such equipment or carrying out repairs independently.

6. Any other matters relating to the exhibition space, stand and stand equipment shall be governed by the Special Provisions.
7. If the Exhibitor occupies an exhibition area larger than the area ordered, the Organizer shall charge a contractual penalty equal to 200% of the fee for the entire area actually occupied, including both the area originally ordered and the additional area occupied.

The contractual penalty shall be payable in cash at the Event office located in the Organizer's tent. The Organizer shall also have the right to remove the Exhibitor from the area exceeding the space ordered, at the Exhibitor's expense and risk.

8. Two days before the commencement of the Event, the Exhibitor may request that the Organizer send a map showing the stand number and its precise location.
9. A stand may be shared by two or more Exhibitors, provided that the intention to share the stand has been notified to the Organizer in advance, when submitting the Application–Agreement.

Failure to notify the Organizer that the stand will be shared with another Exhibitor shall result in an additional contractual penalty equal to 50% of the value of the exhibition space ordered for each Exhibitor occupying the stand.

10. All amendments relating to the Application–Agreement must be submitted in writing and confirmed by the Organizer.

§ 7 MARKET TOUR, EXHIBITORS' MAGAZINE AND ADVERTISING

1. Each Exhibitor participating in the Market Tour Tourism Fair may purchase advertising space in the Exhibitors' Magazine and have its logo included in the alphabetical list of Fair Exhibitors.
2. Deadlines for ordering advertising services in the Exhibitors' Magazine shall be specified in the Special Provisions. The relevant order form and price list shall be included in the Application–Agreement form.
3. The Organizer shall arrange the printing and distribution of the official Exhibitors' Magazine, containing a list of Exhibitors, the Event's trade fair offering and additional commercial, advertising and service information.
4. Each Exhibitor shall receive one complimentary copy of the Exhibitors' Magazine.
5. The Organizer shall not be liable for errors in the Exhibitors' Magazine resulting from any act or omission of the Exhibitor, including, in particular, illegible text, incorrect editing or inaccurate information supplied by the Exhibitor. The Organizer shall not be liable for any consequences arising from errors or omissions in the Exhibitors' Magazine.
6. Each Exhibitor may advertise its products or services at its own stand, provided that such advertising does not interfere with the normal activities of other Exhibitors.
7. Advertising within the Event grounds outside the Exhibitor's stand is subject to a fee and requires the Organizer's prior consent given in documentary form. Advertising displayed without such consent shall be considered unauthorised and may be removed at the Exhibitor's expense and risk.

Subject to the Organizer's consent and payment of the applicable fee, Exhibitors may place their own advertising structures within the Event grounds. Requests concerning the location of such structures must be submitted to the Organizer.

8. Advertising carried out by the Exhibitor shall be undertaken at the Exhibitor's sole responsibility and risk.
9. The Exhibitor shall be fully responsible for the content, form, legality and compliance with applicable law of all advertising, promotional, graphic, textual and audiovisual materials and signage supplied to the Organizer or used at the stand.

The Exhibitor represents that it holds all rights, consents and licences necessary for their use, including, in particular, copyrights, related rights and rights to trademarks, designations, logos, photographs, recordings and individuals' images.

The Exhibitor shall indemnify and hold the Organizer harmless against any claims asserted against the Organizer in this respect.

§ 8 PUBLIC-ORDER AND ORGANISATIONAL PROVISIONS

1. Upon arrival at the Event, the Exhibitor shall report to the Organizer's tent, where identification badges will be issued and the stand will be handed over.

Failure to raise any reservations concerning the stand at the time of handover shall constitute acceptance of the stand without reservation. Any subsequent complaints concerning the condition of the stand at the time of handover may be disregarded unless they relate to defects that could not have been identified through the exercise of due care.

The stand shall be handed back by the Exhibitor after the end of the Event.

2. Access to the Event grounds by car or any other vehicle is permitted only with a valid vehicle entry pass. The pass must be completed and displayed behind the vehicle's front windscreen so that all information shown on it is clearly visible.

Vehicles may enter and remain within the Event grounds only during the hours indicated on the vehicle entry pass.

3. A vehicle entry pass does not authorise parking or stopping within the Event grounds during the Event. This restriction does not apply to vehicles forming part of an exhibition stand.
4. Where the Exhibitor purchases a complete stand and/or additional equipment, the Exhibitor shall be charged the current market value of any item lost or damaged at the stand or forming part of the additional equipment made available to it.
5. The Exhibitor must prepare its stand by the deadline specified in the Special Provisions.

If the Exhibitor fails to appear by that deadline without prior written or documentary notice accepted by the Organizer, this shall be treated as withdrawal from participation in the Event, with the consequences specified in § 4(6) of these Rules and Regulations.

The Organizer shall have the right to reallocate the unused exhibition space at its sole discretion without any obligation to refund amounts paid by the Exhibitor.

6. Removal of stand equipment, including exhibits, and dismantling of the stand before the end of the Event are prohibited.
7. The Exhibitor shall remove all stand equipment and other items, dismantle the stand where its own stand construction is used, and restore the occupied exhibition space to

its original condition no later than the final day of the Event, during the dismantling hours specified in the Special Provisions, i.e. by 23:55 on 9 May 2027.

8. If the Exhibitor fails to complete the required cleaning and reinstatement work within the dismantling period, the Organizer may commission a third party to perform such work or carry it out itself, at the Exhibitor's expense and risk.
9. Any stand construction elements, equipment, goods, advertising materials, waste or other items left by the Exhibitor after the dismantling deadline without the Organizer's written or documentary consent may be removed, relocated, stored, disposed of or secured by the Organizer or a third party at the Exhibitor's expense and risk.

The Organizer shall not be liable for their loss, damage or destruction unless the damage was caused intentionally by the Organizer.

10. The Exhibitor shall reimburse the Organizer for all costs incurred in connection with the actions referred to above.
11. If the Exhibitor requires additional time to prepare or dismantle its stand, this must be agreed with the Organizer no later than 14 days before the commencement of the Event.
12. An Exhibitor selling, preparing, serving or offering tastings of food or beverages shall comply with all requirements arising from sanitary, food, commercial, tax, fire-safety and public-order regulations, including, in particular, the requirement to hold all necessary decisions, permits, registrations, notifications, certificates, documents and procedures.

The Exhibitor shall be fully responsible for the quality, safety, legality, labelling, composition, allergen information, storage and sale of the products offered, as well as for the acts and omissions of its personnel.

13. Alcoholic beverages may be sold, served, promoted and consumed within the Event grounds only with the Organizer's prior consent, in locations designated by the Organizer and by entities holding the permits required by law.

The Exhibitor shall be fully responsible for ensuring that the sale of alcohol complies with applicable law, particularly requirements concerning the age and sobriety of purchasers, permitted sales hours, types of packaging, alcohol content and safety rules.

14. In justified cases and in the best interests of the Event, the Organizer may intervene in the appearance and equipment of the stand, including, for example, to prevent damage to the stand or to remove items emitting unpleasant odours.
15. The Exhibitor may decorate the walls of the stand provided that it does not interfere with or damage them in any way, including by soiling, puncturing, cutting, painting or applying wallpaper.

16. The Exhibitor shall be responsible for supervising and securing its stand during the Event's opening hours, for 30 minutes before the Event opens and for 30 minutes after the Event closes on each day.
17. Daily deliveries of goods must be completed no later than 30 minutes before the Event opens on the relevant day, in accordance with the Special Provisions.
18. The Exhibitor's presence at the stand outside the Event's opening hours and outside the stand assembly and dismantling periods requires prior arrangement with the Organizer.
19. Electrical work may be carried out exclusively by a specialist company authorised by the Organizer.
20. The following are strictly prohibited within the Event grounds:
 1. connecting independently to power sources or using damaged or temporary electrical installations;
 2. using open flames;
 3. operating electrical heating appliances contrary to the rules established by the Organizer;
 4. leaving unattended any appliances connected to the electricity supply that are not designed for continuous operation;
 5. bringing fire-hazardous chemical substances onto the Event grounds;
 6. obstructing access routes to firefighting equipment or blocking, even partially, evacuation routes;
 7. using firefighting equipment for purposes other than those for which it is intended;
 8. placing at the stand any equipment or exhibits that may pose a danger to Exhibitors or visitors.

The Organizer reserves the right to refuse permission for the installation of equipment or display of exhibits that it considers dangerous.

Equipment and exhibits must not be placed in passageways adjacent to the stand, and demonstrations or presentations must not impede or prevent the safe movement of Exhibitors and visitors.

§ 9 CUSTOMS, FORWARDING, LOADING AND UNLOADING

1. All equipment, exhibits, advertising materials, food products intended for customers or hospitality-related meetings, and goods intended for the construction, furnishing or decoration of stands that are brought in from abroad shall be subject to customs clearance.

2. Transport, unloading, reloading, unpacking, assembly, dismantling, packing and loading of stand equipment, including exhibits and other materials brought to the Event, shall be carried out by the Exhibitor at its own expense and risk.
3. Unloading and loading, including unpacking and packing stand equipment and exhibits, may be carried out only in the presence of a person authorised by the Exhibitor.
4. The Organizer does not have its own loading or unloading equipment. If the Exhibitor requires such equipment, it may be ordered for an additional fee no later than 14 days before the commencement of the Event.
5. The Exhibitor shall be fully liable for any damage caused during transport, vehicle access, unloading, reloading, assembly, dismantling, packing and loading, including, in particular, damage caused to the Organizer, other Exhibitors, Event participants, the owner or administrator of the Event grounds or any third party.

Such liability shall also extend to the acts and omissions of carriers, suppliers, subcontractors and persons acting on the Exhibitor's instructions.

§ 10 INSURANCE

1. The Organizer recommends that the Exhibitor maintain appropriate insurance, particularly covering personal injury and property damage that may arise in connection with participation in the Event.

Third-party liability insurance and property insurance should cover the stand assembly period, the duration of the Event and the dismantling period. The Exhibitor shall arrange such insurance independently and at its own expense.

2. The Organizer shall not be liable for damage to the Exhibitor's property, including, in particular, damage to, destruction, loss, theft or disappearance of goods, exhibits, equipment, documents, cash, payment terminals, advertising materials or stand equipment, unless such damage was caused intentionally by the Organizer.
3. The Organizer shall not be liable for damage caused by force majeure, acts of third parties, theft, burglary, fire, gale-force winds, lightning strikes, explosions, flooding, interruptions in electricity or water supply, infrastructure failures, decisions of public administrative authorities, actions of public or emergency services, safety threats, weather conditions or any other circumstances beyond the Organizer's control.
4. The Exhibitor shall immediately notify the Organizer of any damage that occurs.
5. Any special measures taken by the Organizer to secure the Event grounds shall not affect the exclusions of the Organizer's liability set out above.

§ 11 COMPLAINTS

1. The Exhibitor shall notify the Organizer immediately of any objections concerning services provided by the Organizer so that the Organizer has an opportunity to take corrective action during the Event.

Complaints submitted after the Event must be made in documentary form within seven days of the end of the Event.

2. Failure to raise objections during the Event, where it was possible to do so, shall constitute confirmation that the Organizer properly performed the services.
3. Complaints submitted after the applicable deadline shall not be considered, and all claims of the Exhibitor shall expire upon expiry of that deadline.
4. Any oral arrangements, agreements or understandings between the Exhibitor and a representative of the Organizer, as well as any decisions or declarations, must be immediately confirmed in documentary form, particularly in writing.

§ 12 FINAL PROVISIONS

1. If the Event is cancelled for reasons attributable to the Organizer, the Organizer's liability shall be limited to refunding the amounts paid by the Exhibitors.
2. If the Event is cancelled, shortened, interrupted, restricted, rescheduled, relocated or conducted in a different format for reasons beyond the Organizer's control, including, in particular, force majeure, decisions of public administrative authorities, actions of public or emergency services, safety threats, weather conditions, an epidemic, infrastructure failures, national mourning, legal restrictions or other circumstances that the Organizer could not have foreseen or prevented, the Organizer shall not be liable to the Exhibitor for damages.

This includes, in particular, loss of profit, transportation or accommodation costs, costs of producing materials, purchasing goods, remunerating personnel, preparing the stand or any other costs incurred by the Exhibitor.

In such a case, the Organizer may, at its sole discretion, credit fees paid by the Exhibitor towards participation in the Event on a new date, offer substitute performance, or refund all or part of the fees paid to the Organizer after deducting costs already incurred by the Organizer in connection with preparing the Event.

3. The Exhibitor represents that it is familiar with the provisions of the Application–Agreement, these Rules and Regulations and the Special Provisions; that it has had sufficient time to review and understand these documents; and that it undertakes to comply with their provisions and to ensure compliance by its employees and entities acting on its behalf or on its instructions in connection with the Event.
4. The Exhibitor shall comply with the Organizer's provisions and public-order rules, follow the Organizer's decisions during the Event and comply with all other arrangements made between the Exhibitor and the Organizer.

The Exhibitor shall also ensure compliance with the provisions of this paragraph by its employees and entities acting on its behalf or on its instructions in connection with the Event.

5. The Exhibitor consents to the recording and dissemination of photographs, recordings and audiovisual materials depicting the Exhibitor's stand, signage, displays, products, services and advertising materials, as well as persons staffing the stand, produced during the Event for documentation, information, promotional, marketing and archival purposes of the Organizer and the Event.

Such materials may be used without limitation as to time, territory or number of publications, in all media and communication channels used by the Organizer.

The Exhibitor shall inform persons staffing the stand that their image may be recorded during the Event and shall obtain any consents required by law where necessary.

The Exhibitor shall indemnify and hold the Organizer harmless against any claims asserted against the Organizer by persons acting on behalf of or for the benefit of the Exhibitor.

6. The Organizer shall not be liable where it had no influence over the occurrence of the circumstances causing the damage or for damage resulting from circumstances that the Organizer could not have foreseen even when exercising due care.
7. The Organizer shall not be liable for the Exhibitor's loss of profit, revenue, customers or contracts, reputational damage, the Exhibitor's own costs, indirect damage or any other economic consequences connected with the Exhibitor's participation or non-participation in the Event.
8. The Organizer shall be liable exclusively for actual damage suffered by the Exhibitor resulting from the Organizer's culpable failure to perform or improper performance of its obligations, provided that such liability shall be limited to cases of wilful misconduct or gross negligence.
9. The Organizer shall not be liable for damage arising from force majeure, an epidemic, decisions of public administrative authorities, actions of public or emergency services, weather conditions, failures of infrastructure outside the Organizer's control, interruptions in utility supplies, or any act or omission of the Exhibitor, persons acting on its behalf, other Exhibitors, Event participants or third parties.
10. Unless otherwise required by mandatory provisions of law, the Organizer's liability shall be limited to the amount of the fee actually paid to the Organizer by the Exhibitor for the service to which the damage relates.
11. Any matters not regulated by these Rules and Regulations shall be governed by the applicable provisions of the Polish Civil Code.
12. The Parties shall attempt to resolve amicably any disputes arising from the Application–Agreement, these Rules and Regulations, the Special Provisions or the Exhibitor's participation in the Event.

If no agreement can be reached, the dispute shall be resolved by the court of general jurisdiction having territorial jurisdiction over the Organizer's registered office, unless mandatory provisions of law provide otherwise.