

Terms and Conditions of the 4 Design Days 2024
25–28 January 2024
The International Congress Centre (hereinafter referred to as: ICC), Katowice

Article 1
General provisions

1.1. The provisions of these Terms and Conditions apply to all participants, including the Exhibitors and Partners of the 4 Design Days 2024 – an event organised by Polskie Towarzystwo Wspierania Przedsiębiorczości SA (hereinafter referred to as: PTWP) with its registered office at Plac Sławika i Antalla 1, 40-163 Katowice.

1.2. The 4 Design Days 2024 will take place on 25–28 January 2024 at the following times:

25.01.2024 – 10:00–18:00 (Business Days)

26.01.2024 – 10:00–18:00 (Business Days)

27.01.2024 – 10:00–18:00 (Open Days)

28.01.2024 – 10:00–18:00 (Open Days)

Article 2
Terms and conditions of participation

2.1. The Exhibitor undertakes to become familiar with these Terms and Conditions and to comply with the provisions herein.

2.2. The Exhibitor acquires the right to participate in the Fair after sending a filled-in and signed Order for participation in the Fair by the date and to the address specified in the Order Form (hereinafter: Form), or on the basis of signed partnership agreements, and upon paying in full the value of the contract by the date specified in the Order or in the agreement.

2.3. The acceptance of the application for participation in the Fair and the location of the exhibition space granted to particular Exhibitors shall both be determined by the spatial layout optimisation that PTWP is entitled to develop and freely modify at any time. The acceptance of the application for exhibition space shall be confirmed each time by a PTWP representative.

2.4. The exhibition space rented is intended to be used exclusively by the Exhibitor and cannot be sublet. The space in question should be arranged in an aesthetically pleasing and complete manner in accordance with the assembly schedule, including the aesthetically pleasing enclosure of the so-called back of the exhibition stand. Should the Exhibitor fail to provide such an enclosure, PTWP shall construct it at the Exhibitor's expense using the OCTANORM® system and as per the express services price list.

2.4.1. Exhibitors wishing to display brands and objects (including cars) other than the ones originally declared should obtain PTWP's consent in this regard, as well as an updated valuation of PTWP's services.

Article 3
Services provided by PTWP

3.1 PTWP shall provide time and space for assembly and disassembly, as well as standard and additional equipment for the so-called built-up stands (as described in the Fair services price list) that have been reserved on the basis of an order or agreement and paid for in advance in a timely manner. Other assembly and disassembly works as well as transport inside the facility shall be carried out by the Exhibitor on their own, at their own expense, and with PTWP's consent.

3.2. PTWP shall make it possible to purchase extended content-related Partnership Packages, as specified in the Fair services price list.

3.3. PTWP shall ensure vacuuming and washing of passageways at specified times before the beginning of the Fair and during breaks. The service in question shall not include the clean-up of enclosure elements and rubbish found in passageways, which come from the stands. PTWP shall ensure the emptying of waste bins (which are the property of the ICC) located on the ICC premises. Furthermore, PTWP shall ensure collection of small-size rubbish resulting from the assembly and disassembly of the stands (not applicable to large-size structures) as well as general security of the ICC. In case of introducing waste sorting on the ICC premises, the Exhibitor is obliged to observe the sorting rules under pain of a fine of PLN 2,000.00.

3.4. The insurance of stands, tools and assembly equipment, as well as the provision of any anti-theft safeguards for the exhibits remain the sole responsibility of the Exhibitors.

3.5. PTWP provides the Exhibitors with access to:

- assembly within the purchased exhibition space:

THE ICC'S MULTIFUNCTIONAL HALLS 'B' AND 'C'	from 08:00 on 21.01.2024 (Sunday) to 02:00 on 25.01.2024 (Thursday) <i>(Please note: Dusty work is forbidden starting from 20:00 on Wednesday, 24.01.2024)</i>
THE MULTIFUNCTIONAL HALL 'A' OF THE ICC; THE UPPER LOBBY 'A' OF THE ICC	from 08:00 on 22.01.2024 (Monday) to 02:00 on 25.01.2024 (Thursday) <i>(Please note: Dusty work is forbidden starting from 20:00 on Wednesday, 24.01.2024)</i>
THE LOWER LOBBY OF THE ICC	from 06:00 on 22.01.2024 (Monday) to 02:00 on 25.01.2024 (Thursday) <i>(Please note: Dusty work is forbidden starting from 20:00 on Wednesday, 24.01.2024)</i>

- disassembly

THE MULTIFUNCTIONAL HALLS OF THE ICC; THE UPPER LOBBY OF THE ICC; THE LOWER LOBBY OF THE ICC	from 18:30 on 28.01.2024 (Sunday) to 22:00 on 29.01.2024 (Monday)
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3.6. The assembly of the stands cannot result in occupying the adjacent or any other section of any exhibition space or passageway. In such a case an additional fee of PLN 2,000.00 net + VAT (in words: two thousand zloty) shall be charged per each commenced hour of occupying the unpaid space, and the Exhibitor undertakes to pay it within seven (7) days of receiving a corresponding VAT invoice from PTWP.

3.7. The Exhibitor shall be entitled to order additional services on the Technical Form. Any orders for services not included and priced in the Form shall, as far as possible, be priced individually by PTWP, and then they shall be carried out once accepted by the Exhibitor. A service resulting from the necessity of rubbish collection by PTWP is obligatory. The corresponding fee shall be determined not later than one month before the assembly works for the 4 Design Days 2024 commence. The fee in question shall not apply to the removal of bulky waste, which are items of significant size, including structural parts and equipment of the Exhibitors' stands. Such waste collection shall be priced individually by PTWP and charged to the Exhibitor.

3.8. The Exhibitor shall be obliged to complete the construction works at their stand on time, i.e. by 20:00 on 24.01.2024, prior to the commencement of the 4 Design Days 2024. Before the time

specified above, the passageways next to each of the stands must be fully clear and cleaned of any assembly materials and other materials assigned to a given stand. Minor clean-up works at the stands must be completed by 02:00 on 25.01.2024. Failure to comply with any of the deadlines described in this paragraph shall result in a penalty for breach of order charged by PTWP to the Exhibitor in the amount of PLN 20,000.00 net (in words: twenty thousand zloty net + VAT), and the Exhibitor agrees to pay it in full within seven (7) days of receipt of a corresponding VAT invoice.

3.9. The Exhibitor shall be obliged to have their stand staffed, cleaned and fully equipped on the opening day of the 4 Design Days 2024, i.e. 25.01.2024, as well as on each subsequent day of the Event, by 08:30.

3.10. PTWP reserves the right to introduce the schedule, zones and hours of possible assembly, as well as the rules of temporary and deposit-based use of technical car parks, for the purpose of efficiently performing the assembly and disassembly of all stands. PTWP shall inform the Exhibitor of such regulations not later than seven (7) days prior to the commencement of the Fair.

3.11. Suspensions at the ICC may only be constructed by an authorised representative indicated by the venue manager, i.e. PTWP Event Center Sp. z o.o., who may withhold or withdraw consent for constructing a suspension at any time.

3.12. Any unauthorised construction of suspensions may result in the Exhibitor's exclusion from the group of exhibitors and imposition of a fine of up to PLN 100,000 net (in words: one hundred thousand zloty), as well as in charging the Exhibitor with the costs of disassembly of the suspensions by an authorised subcontractor.

3.13. The ICC premises are subject to the so-called 'catering exclusivity', which means that catering (e.g. refreshments, banquets, etc.) for the needs of the Exhibitors may only be ordered through designated caterers co-operating with and indicated by PTWP SA and PTWP Event Center Sp. z o.o.

Article 4 **Payment terms**

4.1. The Exhibitor shall pay for the ordered services to PTWP's bank account indicated in the order once the pro-forma invoice has been delivered to the Exhibitor.

4.2. If the Exhibitor fails to pay any of the prepayment amounts in accordance with the deadlines specified in the order form, PTWP reserves the right to withdraw from the performance of services and to cancel the reservation of exhibition space, and the Exhibitor shall have no grounds to claim rights against PTWP.

Article 5 **Rules of cancellation**

5.1. Within the framework of deadlines specified below and based on the rules of cancellation stated below, the Exhibitor has the right to withdraw from the services specified in the Order, in whole or in part (this is the contractual right of withdrawal against payment of a cancellation fee). Should the services be cancelled by the Exhibitor, the Exhibitor shall make the following payments to PTWP:

- 30 per cent of the value of the estimated remuneration if the withdrawal occurs between the moment of signing the Contract and 150 days before the start date of the 4 Design Days 2024;
- 80 per cent of the value of the estimated remuneration if the withdrawal occurs between 149 and 70 days before the start date of the 4 Design Days 2024;
- 100 per cent of the value of the estimated remuneration if the withdrawal occurs less than 69 days before the start date of the 4 Design Days 2024.

5.2. The cancellation of participation in the 4 Design Days 2024 must be made in writing and should be sent to the following email address: marketingteam@ptwp.pl by a person duly authorised to do so.

Article 6 **Exhibition space**

6.1. PTWP shall assign an exhibition space to the Exhibitor and indicate its location and the serial number of the stand. The serial number shall be determined not later than two weeks before the 4 Design Days 2024 commences.

6.2. The Exhibitor is obliged to label their exhibits to make it possible to identify their owner or inform about the risks associated with their use, including touching.

6.3. PTWP reserves the right to refuse to display exhibits which it deems to deviate from the generally accepted aesthetics or which are dangerous.

6.4. The Exhibitor who prepares their own stand is obliged to specify –prior to the commencement of the 4 Design Days 2024 – the stand’s demand for extra chargeable power (in kW) as well as the envisioned method of providing power supply (one-phase/three-phase, etc.) on the PTWP Technical Form.

6.5. The Exhibitor consents to the recording (photo/video) by a PTWP representative of the Exhibitor’s stand(s), representatives and guests, as well as the activities taking place at the stand(s), and also consents to the use of that material for advertising and promotional purposes on online platforms, in social media, during other events, and in PTWP’s publications.

Article 7 **Enclosing and fitting the exhibition space**

7.1. The decor of the stand remains the sole responsibility of the Exhibitor.

7.2. It is prohibited to disassemble the display and remove the exhibits before the official closing of the Fair.

7.3. Unauthorised disassembly of the stand(s) before the end of the 4 Design Days is not possible and shall be subject to a fine of PLN 10,000.00 net + VAT (in words: ten thousand zloty).

7.4. An Exhibitor who fails to disassemble their stand within the time limit specified above shall be charged with the costs of disassembly commissioned by PTWP to an external company, and shall be subject to a surcharge of PLN 30,000.00 net + VAT (in words: thirty thousand zloty). PTWP shall be entitled to issue an invoice without the Exhibitor’s signature for the service mentioned above.

7.5. The height of the exhibition stands cannot exceed five (5) metres, counting from the floor level.

7.6. There are two types of lighting in use in the Multifunctional Hall: metahalogen lighting: 400 W, and linear lighting: 98 W

Type of lamp	Multifunctional Hall 1	Multifunctional Hall 2	Multifunctional Hall 3
metahalogen lighting	168 pcs	156 pcs	156 pcs
linear lighting (arcade)	72 pcs	84 pcs	66 pcs
linear lighting (top)	144 pcs	154 pcs	126 pcs

The metahalogen and linear lighting is used to illuminate the Multifunctional Hall during the assembly process. During the 4 Design Days 2024 (the Business Days and the Open Days), only linear lighting is used to illuminate the Multifunctional Hall. If the Exhibitor feels that their stand is not sufficiently illuminated during the Event, the Exhibitor should provide additional lighting on their own.

7.7. All dusty works during assembly and disassembly require appropriate equipment (including the use of the so-called exhaust draughts) and protection in the form of masking films preventing the

machined elements from falling into floor ducts or protecting against paint, under penalty of PLN 5,000.00 net (in words: five thousand zloty).

7.8. All assembly and disassembly works that require high temperature or the use of paints and solvents, in particular welding (which may cause fire), must be carried out by persons duly authorised and protected with fire extinguishing equipment or other fire protection.

Article 8

Order regulations

8.1. The Exhibitor and the stand personnel shall be authorised to enter the premises of the 4 Design Days 2024 in the period of the Fair's assembly, duration and disassembly on presentation of an ID badge issued by PTWP. The Exhibitor is obliged to register a list of individuals authorised by the Exhibitor to enter the Fair premises. The list should contain the following details of each of the authorised individuals: first name and surname, business name, position, mobile phone number, and email address.

8.2. The Exhibitor and their stand staff shall be authorised to enter the external technical car park by car for the purposes of assembly and disassembly on presentation of a time-limited entry card issued by PTWP on the basis of a specified deposit payable in cash, of which the Exhibitor shall be informed at least several days in advance before the official commencement of the assembly works. Vehicle entry to the interiors of the ICC (the multifunctional halls, excluding the upper and lower lobbies) shall be granted by PTWP on an individual basis. PTWP may refuse such entry without giving reasons.

8.3. During the opening hours of the 4 Design Days 2024, the stands must be accessible to visitors and staffed by the Exhibitor's personnel.

8.4. The exhibits cannot be placed in the passageways so as not to impede the safe movement of Exhibitors and visitors.

8.5. During the opening hours of the 4 Design Days 2024, car traffic shall be prohibited on the exhibition premises, with the exception of state services authorised to use vehicles.

8.6. The Exhibitor is obliged to hand both the space and the stand(s) back to PTWP in an orderly state and emptied of any objects that the Exhibitor or the persons acting on behalf of the Exhibitor have brought with them to the space, in a condition not compromised beyond normal wear and complete with the same furnishings/equipment with which it was handed over to the Exhibitor.

8.7. In the event of finding any damage to the space or to the stand, except for damage that has occurred as a result of a force majeure event, the Exhibitor shall be obliged to remove the damage within a time limit specified by PTWP. In the event of any failure to remove the damage within the specified time limit or in the event of the removal being completed improperly, PTWP shall have the right to have the damage removed at the Exhibitor's expense (substitute performance).

8.8. Visitors to the Fair, as well as Exhibitors, staff, guests and speakers, may only move around within the designated zones of the premises after prior purchase of tickets (sold by PTWP or an agent appointed by PTWP) or as a result of obtaining guest passes, and they are all obliged to comply with the rules and regulations of the facilities and the fire safety regulations of the ICC in Katowice and, in particular, not to bring onto the premises any dangerous materials or explosives, or any materials that could ignite a fire or cause other damage to property or health.

8.9. During the 4 Design Days 2024, it will be possible to bring pets onto the ICC premises, provided that the pets are properly secured (with a leash and a muzzle, etc.); the responsibility for the pets in question rests with their owners.

8.10. Participants of the 4 Design Days 2024 are not allowed to pass on any admission tickets / guest passes (installation tickets, standard tickets, premium tickets, or Open Days tickets) to third parties or other participants.

8.11. The sound systems at the stands must not interfere with the work of other Exhibitors, and the intensity of such sound systems must be approved by PTWP.

8.12. Persons under 18 years of age should be accompanied by adults.

8.13. During the 4 Design Days 2024 between 25.01 and 28.01.2024, entry to the technical car park for the purposes of assembly, disassembly or replenishment of materials at the stand shall be possible on presentation of a time-limited entry card received from the Organiser and upon payment of a cash deposit of PLN 300.00 (in words: three hundred zloty) to the facility security (at the entry gates); the entry card shall entitle its holder(s) to a 3-hour stay in the car park area. Each subsequent commenced hour without leaving the car park shall be subject to an additional fee of PLN 100.00 + VAT (in words: one hundred zloty).

Article 9 Insurance and security

9.1. The Exhibitors are obliged to insure themselves against civil liability arising from participation in the Fair, as well as to insure the objects and equipment located at the stand; each Exhibitor is also obliged to insure the individuals constructing the stand and working thereon – and in particular to take care of and enforce workplace health and safety regulations.

9.2. PTWP shall not be responsible for any accidents to people, or theft or damage to the exhibits located on the exhibition premises of the Fair, whether before, during or after the Fair.

9.3. PTWP provides monitoring of the exhibition space during the hours from the closing of the Fair to its opening on the following day, which may be disturbed (by the so-called blind spot) as a result of the way the stands are built up.

9.4. In cases of emergency, force majeure and circumstances beyond its control, PTWP reserves the right to cancel, shorten, postpone or close the 4 Design Days 2024, including the evacuation of people from the facilities due to security alarms (including bomb or fire alarms). In such cases the Exhibitor shall have no right to compensation.

9.5. PTWP shall not be responsible for any damage resulting from theft, fire, explosion, flooding, power outage, water supply failure, and force majeure.

9.6. The Exhibitors and Partners of the 4 Design Days 2024 are obliged to comply with the rules and fire safety regulations of the ICC.

Article 10 Fire protection

10.1. Any electrical works must be performed exclusively by an electrician duly authorised by PTWP.

10.2. On the premises of the 4 Design Days 2024 it is forbidden to:

- smoke tobacco and electronic cigarettes;
- partially or completely block the passageways and emergency evacuation routes;
- use open ('live') fire and gas cylinders;
- use a makeshift power supply;
- bring chemicals and substances constituting a fire hazard to the exhibition premises;
- block the approaches and access roads to fire-fighting installations and emergency evacuation routes;
- consume alcohol.

Article 11 Advertising

11.1. Unless individual arrangements under the Order state otherwise, the Exhibitor has the right to advertise their products or services exclusively at their own stand.

11.2. Each Exhibitor is obliged to prepare basic information about their company and publish it – together with the company's logo – on the online platform indicated by PTWP not later than on 4 January 2024. The information sent to PTWP should contain the company's logotype in both

JPG and EPS formats (fonts converted to curves), contact details and a short description of the company (up to 400 characters incl. spaces).

11.3. It is prohibited to place any advertisements referring to the 4 Design Days 2024 around the facilities of the ICC and the Spodek Arena, as well as in public places not intended for this purpose.

Article 12 Complaints

12.1. Complaints should be submitted to PTWP in writing to the address of PTWP's registered office, with an annotation '4 Design Days 2024 Complaint', within up to three (3) days of the date of occurrence of a given situation, or to the following address: marketingteam@ptwp.pl. After that date, no complaints shall be considered.

Article 13 Final provisions

13.1. All cases not covered by these Terms and Conditions (as well as by other Terms and Conditions) shall be settled in accordance with the provisions of the Civil Code.

13.2. The Exhibitor shall be obliged to comply with all recommendations and regulations relating to epidemiological or other activities aimed at public health and safety issued by state, provincial or local authorities. PTWP may include such regulations in separate Terms and Conditions that shall constitute part of these Terms and Conditions.

13.3. The acceptance of these Terms and Conditions shall become effective upon the Exhibitor signing the Order for participation in the 4 Design Days 2024. At the same time, the Exhibitor declares that they have become familiar with these Terms and Conditions and that they accept the provisions herein and undertake to observe them.