

RETAILSHOW 2023 TERMS & CONDITIONS

§ 1. General

1. The Exhibition of Equipment, Technology and Services for Retail – RetailShow 2023, hereinafter the Fair, will be held in Warsaw in the Expocentre EXPO XXI on 22 and 23 November 2023.
2. The Fair is organised by ECP Polska Spółka z ograniczoną odpowiedzialnością Spółka komandytowa in Warsaw, hereinafter the Organiser.
3. Participants can register using the registration form. A fully completed registration form, signed by the legally authorised representatives of the Participant, is to be submitted to the Organiser no later than on 30.09.2023. Submission of a completed registration form to the Organiser means confirmation that the Participant is familiar with the content of these Terms & Conditions and has agreed to incorporate them into the agreement with the Organiser.
4. The Organiser may rescind the agreement by 21.11.2023. The Organiser's rescission notice must be made in writing and sent by fax or e-mail. In the event of agreement rescission, the Organiser has 7 days following the rescission date to reimburse the Participant for the amount the latter has paid in connection with agreement performance.
5. The Organiser's duty arising from section 4 exhausts the obligations it is required to perform. This means that the Participant will have no right to file any other financial claims against the Organiser in connection with the Fair participation agreement.
6. The Organizer reserves the right to cancel, partially close, shorten or postpone the date of the Fair for reasons beyond the Organizer's control (including force majeure, e.g. a catastrophe, war, state of emergency, epidemic, strike, significant change of law, preventing or actually hindering the organization of the Fair, as well as the fault of a third party, independent of the Organizer). In such cases, the entities that applied for participation in the Fair are not entitled to compensation or reduction of fees related to this application, the advance payments are not refundable, and the Organizer is not responsible for any losses (costs, expenses) incurred by the Participants. In the event of a change of the date or place of the Fair, the concluded Agreement shall remain in force.
7. The Organiser shall not be liable for any damage or delays caused by force majeure events, social unrest, activities of central and local authorities, strikes and other circumstances beyond the Organiser's control which will prevent the Organiser from performing the services at the time and in the place as planned or will cause the Organiser to withdraw from such performance.
8. The Exhibitor hereby waives any claims for damages in connection with the loss suffered and shall not claim reimbursement for the amount paid if the Organiser is required to cancel or discontinue or change the date or place of the Fair as a result of a force majeure event.

§ 2. Rules of participating in the Fair

1. The Participant shall have the right to present its business and its products and services within the rented commercial space. The minimum space to be ordered by Participant is 9 m².
2. Rental of exhibition space and payment of the registration fee gives the Participant the right to be entered in the Fair catalogue and on the Fair website, to a newsletter about its enterprise joining the group of exhibitors, to an invitation for two for the evening RetailShow Afterparty 2023, to a three-day parking pass for one car and to access to WiFi of up to 2 Mb/s for one computer.
3. The Participant may use additional services (e.g. order additional equipment, service and advertisement, order advertisement in the Fair catalogue, purchase entry passes for the conference and the Afterparty) according to the applicable price list presented by the Organiser.
4. The Organiser reserves the right to refuse to admit too big or dangerous exhibits to the exhibition. The presentation of the Participant's business and its goods and services cannot disrupt the presentations of other Participants.
5. The Participant is solely liable for any damage arising from its exposition and caused by its employees during the preparation, course, and winding down of the Fair. The need to mount any exhibits on the partition of the module should be first reported to the Organiser and carried out in the manner as approved by the Organiser. Leaving the construction panels dirty or damaged will result in a fee of 200 PLN/per panel.
6. The exhibitor will be granted access to the exhibition space to build its own stall structure on 21 November, 8:00 AM, with structure assembly possible until 10:00 PM. Stand construction is available only if the form Z has been signed by both the Exhibitor and stand construction company representative and sent by 30.10.2023.
7. The deadline for approval of the structure design of ready stalls and for ordering any additional equipment and utilities is 15 October. The deadline for providing stalls with ready structure is 21 November, 2:00 PM, while the process of equipping the stalls must end by 10:00 PM.
8. Disassembly of the stalls: 23 November, 5:00 PM to 10:00 PM. Nothing can be left in the Fair facility for the night and for the next day. Storage of the exhibits or elements of the dismantled stall can be commissioned to the logistics company present on the premises of the facility.
9. The Participant hereby represents that if it fails to move in the Fair space by 4:00 PM on 21.11.2023, the Participant authorises the Organiser to use this space as the Organiser sees fit. This provision shall have no impact on any of the obligations of the parties arising from the agreement for participation in the Fair.
10. If the Participant wishes to demonstrate how the exhibits work, it must receive the Organiser's written consent to such presentation. The Participant shall ensure the safety of third parties at all times. The Participant shall be fully liable for any damage caused by the presentation of the operation of an exhibit.
11. The Participant shall have no right to provide the exhibition space to any third parties.
12. Any marketing activities during the Fair carried out by or at the request of individuals and entities who are not Fair Participants without the Organiser's approval are prohibited and are punishable by a penalty of PLN 8,000.
13. The Organiser shall have no obligation to help the Exhibitor to obtain documents allowing them to enter Poland. The Exhibitor's failure to obtain these documents shall not give rise to agreement cancellation and claim for reimbursements.

§ 3. Payment terms

1. The Participant shall pay an advance of 30% of the costs of gross participation in the Fair to the Organiser's account within 7 days of registration.
2. The other portion of the Fair participation costs shall be covered by the Participant before the Fairs based on an invoice issued by the Organiser.
3. Failure to observe the deadlines stipulated in section 1 and 2 may be treated by the Organiser as groundless withdrawal from participation in the Fair, which means unilateral contract termination by the Participant. If this is the case, the Participant shall pay the Organiser the full amount for participation in the Fair arising from the registration.

§ 4. Withdrawing from participation in the Fair

1. The Participant shall have the right to withdraw from participation in the Fair upon payment of a compensation equal to 30% of the total cost arising from the registration, provided that it exercises this right by 30.04.2023. Failure to withdraw within the deadline results in paying the total cost of participation.
2. The notice of withdrawal must be submitted to the Organiser in writing or otherwise remain null and void. The date on which the notice is received by the Organiser's office is considered the withdrawal date.

§ 5. Entry in the Fair catalogue

1. Entry in the catalogue mobile app consists of: full name of the Participant, full contact details, stall number and description of the business activity, consisting of no more than 1,000 characters with spaces, in Polish and in English.
2. All the data to be entered in the catalogue shall be sent by the Participant to the Organiser by 30.09.2023 via the registration form. Failure to meet that deadline gives the Organiser the right to not to enter Exhibitor's company information in the official fair catalogue, RetailShow website, mobile application and the list of exhibitors.

§ 6. Information about the Participant

1. The information about the Participant on the Fair website and in the Fair newsletter is prepared by the Organiser based on the materials provided by the Participant along with the registration form or obtained from the Participant's website.

§ 7. Insurance and coverage

1. The Participants are recommended to take out a liability insurance in connection with the participation in the Fair as well as to insure their exhibits.
2. The Organiser shall not be liable for any accidents or personal injury or any losses, thefts or damage to property caused to third parties for reasons attributable to visitors, exhibitors or the stall providers.
3. The Organiser shall not be liable for any accidents and damage to the exhibits in the exhibition before, after and during the event, as well as for any damage caused by the Fair staff and the audience.
4. The Organiser shall not be liable for any damage caused by theft, fire, flooding, power cut, water supply interruptions and other fortuitous events.

§ 8. Final provisions

1. Provisions of the Civil Code shall apply to any matters not regulated herein.
2. Any disputes arising from these Terms & Conditions shall be resolved by the Court of Warsaw.