

**MTG SA Gdańsk International Fair Co. Regulations  
for the St Dominic's Fair 2021 Municipal Market Participants**

**1. General provisions**

- 1.1. The provisions of these Regulations apply to the participants in the St Dominic's Fair 2021 municipal market, organised by Międzynarodowe Targi Gdańskie SA (Gdańsk International Fair Joint Stock Company) in Gdańsk, who have entered into a St Dominic's Fair 2021 municipal market participation agreement related directly to their business or professional activity.
- 1.2. The terms used in these Regulations shall have the following meanings:
  - 1.2.1. Regulations—these MTG SA Gdańsk International Fair Co. Regulations for the St Dominic's Fair 2021 Municipal Market Participants;
  - 1.2.2. Organiser—Międzynarodowe Targi Gdańskie SA (Gdańsk International Fair Joint Stock Company) with its registered office in Poland, 80-560 Gdańsk, ul. Żaglowa 11 (KRS: 0000038362); each time when the Organiser is referred to, it shall also be construed as individuals acting for and on behalf of Międzynarodowe Targi Gdańskie SA,
  - 1.2.3. The Fair—St Dominic's Fair municipal market, organised by Międzynarodowe Targi Gdańskie SA;
  - 1.2.4. Participant—an exhibitor (a natural person, a capital company or a partnership, an organisational unit without legal personality, an institution) who participates in the Fair and conducts Retail sales within the Trading Space, related directly to the Participant's business or professional activity, and the individuals associated with the exhibitor who cooperate with the exhibitor regardless of the type of cooperation or the basis therefor;
  - 1.2.5. Application Form—an electronic application form available as part of the exhibitor's account in the Organiser's sales system;
  - 1.2.6. Confirmation of Application—a document sent by the Organiser by email to the email address provided by the Participant, in which the Organiser specifies the type and location of the assigned Trading Space and the value of the Agreement;
  - 1.2.7. Fair Support Office—the Organiser's office located within the area of the Fair throughout its duration; information about its operation is specified on the Organiser's website;
  - 1.2.8. Trading Space—a part of the Fair's area, made available by the Organiser in the form of a Retail Stall or a Retail Area, to be used for Retail by Participants;
  - 1.2.9. Retail—retail sales of goods, provision of services, catering or promotional activities conducted by the Participant;
  - 1.2.10. Catering Zone—the area where catering activity is carried out by the Participants; also known as the Food Court;
  - 1.2.11. Collecting Activity—collecting and selling, according to specific criteria, of works of art, historical memorabilia, books, archive records, items of heritage, natural specimens, graphic art, numismatic collections (i.e. old coins of heritage value), philatelic (stamp) collections, phillumenic (match box/label) collections;
  - 1.2.12. Single-day trading—doing retail on a single day;
  - 1.2.13. "Umbrella" Stall—a type of Retail Stall in the form of an open, foldable structure in the shape of a square umbrella made of plastic, to be inserted into a concrete base;
  - 1.2.14. "Tent" Stall—a type of Retail Stall in the form of a metal structure with a stretched tarpaulin, without flooring;
  - 1.2.15. "Cottage" Stall—a type of Retail Stall in the form of a lockable wooden cottage with a sloping roof;
  - 1.2.16. "Townhouse" Stall—a type of Retail Stall in the form of a lockable wooden house with its top section in the shape of a townhouse façade;
  - 1.2.17. "Arbour" Stall—a type of Retail Stall in the form of a metal structure on openwork legs, with the option of plastic walls being stretched over it (by the Organiser), without flooring;
  - 1.2.18. "Market Stand" Stall—a type of Retail Stall in the form of a wooden, roofed structure with an uncovered countertop;
  - 1.2.19. Organiser's Website—the official website of the Fair at [www.jarmarkswdominika.pl](http://www.jarmarkswdominika.pl);

- 1.2.20. Organiser's Email Address—Organiser's mailbox at [biuro.jarmarku@mtgsa.com.pl](mailto:biuro.jarmarku@mtgsa.com.pl);
  - 1.2.21. Participation Agreement—an agreement entered into between the Participant and the Organiser after the Application Form has been submitted, the Participant has been verified by the Organiser and the Confirmation of Application has been sent by the Organiser; the date of entering into the Participation Agreement is the date when the Confirmation of Application has been sent; for single-day trading, the participation agreement is entered into by placing an order for a Trading Space with the Organiser and by paying the fee for participation in the Fair; the Regulations constitute an integral part of the Agreement.
  - 1.2.22. Terms and conditions of participation—information on the rules for applying for participation in the Fair, available on the Organiser's Website.
- 1.3. The following constitute an integral part of the Regulations:
    - 1.3.1. Detailed On-Site Regulations for the St Dominic's Fair 2021 Municipal Market Participants, Gdańsk, 24 July–15 August 2021,
    - 1.3.2. Detailed Terms & Conditions of Participation in the Catering Zone for the St Dominic's Fair Municipal Market Participants, Gdańsk, 24 July–15 August 2021.

**2. General rules of participation**

- 2.1. Application
  - 2.1.1. Application to participate in the Fair should be made via the Application Form.
  - 2.1.2. By submitting the Application Form to the Organiser, you place an offer of participation in the Fair and accept all the provisions contained in these Regulations.
  - 2.1.3. In the Application Form, the Participant shall list the product range sold in order to identify the Participant during the Fair. In the case of a Catering Zone Participant, the type of the product range sold, listed in the Application Form, will be displayed on an advertising signboard provided by the Organiser for the "Cottage" Stall. The specification of the type of product range sold by the Catering Zone Participant should additionally include a maximum of 3 (three) words to be placed on the signboard.
  - 2.1.4. The acceptance of the offer and the entering into the Agreement by the Organiser will depend on the verification of the Participant's product range.  
The acceptable range of products includes handicraft products, craft products, regional produce, items of art, souvenirs, delicacies, collector's items, vintage items. The following items will be excluded from trading: large and small household appliances, massage chairs, underwear/lingerie, clothes, footwear, bed linen, towels.
  - 2.1.5. The Organiser will notify you about the acceptance of your offer of participation in the Fair and about entering into a Participation Agreement by sending a Confirmation of Application.
  - 2.1.6. The Organiser reserves the right not to accept an offer of participation without stating any reasons therefor.
  - 2.1.7. The Organiser will assign Trading Space taking into account the Participant's specifications, as far as possible and subject to the logistics and/or technical conditions.
  - 2.1.8. The Organiser reserves the right to limit the number of Trading Spaces ordered by a single Participant.
  - 2.1.9. The Organiser reserves the right to change the location, type and size of the Trading Space, if the Trading Space specified in the Confirmation of Application differs from that ordered in the Application Form, the Agreement will be entered into on the terms specified in the Confirmation of Application. Should the Participant not accept the altered terms proposed by the Organiser, the Participant should make such a statement in written or documentary form (including a scan of a written statement signed by an authorised person in accordance with the rules of representation and in a manner enabling the identification of the person submitting the statement—under pain of invalidity) within 3 days of the date of the receipt of the Confirmation

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- of Application. In such a case, the Participation Agreement will not become effective. The scan of the statement should be sent to the Organiser's Email Address. The Organiser reserves the right to contact the Participant in order to confirm the circumstances of the statement.
- 2.1.10. During the term of the Agreement, the Organiser reserves the right to change the parameters of the Trading Space specified in the Confirmation of Application. In such a case, the Participant shall not be entitled to compensation from the Organiser; any refund of the overpayment resulting from the fact of assigning a different type of or smaller Trading Space than that originally assigned in the Confirmation of Application will take place within 7 days of the alteration.
- 2.1.11. The Organiser shall not be liable for the operation of the Internet network via which the Participants apply to participate in the Fair, especially for any disruption in the operation of ICT links, servers etc.
- 2.2. Booking
- 2.2.1. Participants who took part in the previous edition of the Fair have the right to book a Trading Space in the same location and of the same type and size, on terms specified in the Terms and conditions of participation, provided that they submit to the Organiser a completed Application Form within the deadline specified by the Organiser.
- 2.2.2. The Organiser reserves the right not to accept a booking for logistics and/or technical reasons, for the reasons specified in the Regulations' clause below and in the event of withdrawal from the Agreement entered into with the Participant in the previous editions for reasons related to the Participant.
- 2.2.3. If, in the previous edition of the Fair, the Participant caused damage to the property of the Organiser or other participants or to the property of the Municipality of the City of Gdańsk, which the Participant has not remedied, and also if the Participant was noted twice for non-compliance with the Organiser's COVID-19 pandemic procedures, the Participant shall lose the right referred to in the Regulations' clause above and, moreover, the Organiser reserves the right to refuse to sell a Trading Space at the Fair.
- 2.3. Terms of payment and deposit
- 2.3.1. The fees for the participation in the Fair are determined individually for each type of business and are specified in the Application Form.
- 2.3.2. The fee for the participation in the Fair consists of the user fee for the rental of Trading Space and the fees for any additional services provided by the Organiser.
- 2.3.3. The user fee covers the availability of a Trading Space, a signboard on the Organiser-provided cottage/townhouse in the Catering Zone and services related to the organisation of the premises of the Fair, including: the required infrastructure (water supply, water heaters, sewage discharge (catchment tanks)), security and medical support, COVID-19 package, lighting, toilets, waste containers and bins, cleaning and maintenance of the premises of the Fair (other than the cleaning and maintenance of the Trading Spaces), the cultural and entertainment programme, posting the Participant's details on the Organiser's Website, promotion of the Fair, including the use of marketing materials made available by the Participants.
- 2.3.4. To promote the Fair, every Participant has the right to submit information about a product in the Participant's product range related to the Fair. Such information may be sent to the Organiser's email address. The Organiser reserves the right to select the information sent and to make technical adjustments that do not interfere with its content.
- 2.3.5. The Participant (excluding the Catering Zone Participant) shall transfer the user fee for participation in the Fair, and the fees for any additional services provided by the Organiser, to the Organiser's bank account in two parts:
- 2.3.5.1. 50% of the gross value (incl. any applicable VAT) of the user fee and the fee for any additional services provided by the Organiser, as specified in the Application Form (value of the Agreement) within 7 days of the receipt of the Confirmation of Application; failure to make the payment within that period will result in the expiry of the agreement without the need to submit any additional statements by the parties in this regard and without any liability on the part of the Organiser in this respect, and the Organiser will then have the right to sell the ordered Trading Space to another Participant;
- 2.3.5.2. the remaining 50% of the gross value (incl. any applicable VAT) of the user fee and the fee for any additional services provided by the Organiser, by 09 July 2021;
- 2.3.5.3. the final settlement will take place after the conclusion date of the Fair. Should the advance payment invoices not cover the total gross value (incl. any applicable VAT) of the Agreement, the Organiser will issue a final invoice within 7 days of the conclusion date of Fair.
- 2.3.6. The fee for single-day trading shall be paid in full, i.e. 100% of the gross value (incl. any applicable VAT) of the Agreement, with a payment card on the date when the Agreement is entered into.
- 2.3.7. The payer and recipient of the service is the entity who applies for participation in the Fair, specified in the Application Form. Should the service buyer designate a third party (a natural person, a legal person or an entity without legal personality) as the payer at the point of the completing and signing of the Application Form, then the designated payer should submit a written statement on accepting the service buyer's liabilities. The liability of the designated payer and the service buyer towards the Organiser shall be joint and several.
- 2.3.8. Payments made prior to the receipt of the Confirmation of Application shall not be tantamount to being assigned a space at the Fair.
- 2.3.9. The Organiser reserves the right to inspect the accounting books of the Catering Zone Participant for the period of Participation in the Fair in order to verify the amount of revenue earned by the Participant from the sales of products during the Fair.
- 2.3.10. The Participant shall pay a deposit in an amount depending on the type of business conducted during the Fair and the type of Trading Space rented, i.e.:
- 2.3.10.1. PLN200 for business conducted at the "Umbrella" and "Market Stand" Stalls, with the exception of catering business;
- 2.3.10.2. PLN500 for business conducted at the "Tent," "Cottage," "Townhouse" and/or "Arbour" Stalls, with the exception of catering business;
- 2.3.10.3. PLN2500 for catering business, regardless of the type of Trading Space, including the Participants' own stalls.
- 2.3.11. The deposit secures the Organiser's claims that may arise against the Participant during the Fair, in particular penalties, possible damage (including the costs of removing any damage caused during the setup, dismantling, use of infrastructure, removal of any prohibited materials placed by the Participant on the Organiser's infrastructure or during cleaning work); should the value of the damage exceed the value of the deposit, the Organiser will charge the Participant up to the value of the damage incurred. The Organiser reserves the right to claim compensation. The Organiser reserves the right to deduct, from the deposit, 10% (ten percent) of the net revenue earned by the Catering Zone Participant on the sales of products at the Fair. The Organiser is entitled to claim damages from the Participant in excess of the amount of the stipulated deposit.
- 2.3.12. Any deductions of the Organiser's claims from the deposit will take place without the need to submit any additional statement in this regard.
- 2.3.13. The payment of the deposit is triggered by the Participant in the Participant's profile in the Fair's online system. In the Blue Media Payment System, an automatic message with a payment order will be generated to the e-mail address of the contact person.
- 2.3.14. The payment of the deposit should be made before the Participant collects its entry badge (identyfikator). Occupation of a Trading Space with no deposit paid will be treated as an illicit occupation of Trading Space and entitle the Organiser to withdraw from the Agreement with the Participant.
- 2.3.15. The deposit will be refunded automatically, on the basis of the Trading Space Handover/Return Report (Protokół przekazania/zdania Miejsca handlowego), in the form of a transfer via the Blue

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Media Payment System, unless it is utilised in accordance with 2.3.12.–2.3.13.

**2.4. Cancellation of participation**

2.4.1. Subject to 2.1.9., the Participant may cancel its offer of participation prior to receiving the Confirmation of Application. Cancellation of the offer of participation requires written form or documentary form of a scan of a written statement on the cancellation of the offer signed by an authorised person in accordance with the rules of representation in a manner enabling the identification of the person submitting the statement—under pain of invalidity. The scan of the statement should be sent to the Organiser's Email Address.

2.4.2. The date of the receipt of the letter/scan (containing the statement of cancellation) by the Organiser shall be construed as the cancellation date of the offer of participation.

**2.5. Contact with the Participant**

2.5.1. In the course of registering the application and during the Fair, the Organiser will contact the Participant at the email address or telephone number provided in the Application Form or, in the case of single-day trading, at the email address/telephone number provided when the Agreement is entered into.

2.5.2. In urgent situations, i.e. the need for the Organiser to take direct intervention related to maintaining order and observing the COVID-19 pandemic procedures during the Fair, the Organiser will contact the Participant, including the individuals cooperating with the Participant, also directly within the area of the Trading Space, which the Organiser will then confirm in the manner described in the Regulations' clause above.

2.5.3. The email address provided in the Application Form will also be the one for the Organiser to submit statements, including on withdrawal from the Agreement.

**3. Detailed rules of participation for Catering Zone Participants**

3.1.1. The Catering Zone Participant shall transfer the user fee for participation in the Fair, and the fees for any additional services provided by the Organiser, to the Organiser's bank account in the following manner:

3.1.1.1. 100% of the gross value (incl. any applicable VAT) of the user fee and the fee for any additional services provided by the Organiser, as specified in the Application Form (value of the Agreement) within 7 days of the receipt of the Confirmation of Application; failure to make the payment within that period will result in the expiry of the agreement without the need to submit any additional statements by the parties in this regard and without any liability on the part of the Organiser in this respect, and the Organiser will then have the right to sell the ordered Trading Space to another Participant;

3.1.1.2. 10% of the net revenue earned by the Participant from the sales of products at the Fair, increased by the value added tax due as per the applicable rates, which will be invoiced according to the rules which follow from the Terms & Conditions of Participation in the Catering Zone;

3.1.1.3. electricity consumption fee based on meter readings and on a bill from the electricity supplier, based on an invoice issued by the Organiser, payable within the deadline specified in the invoice; the electricity invoicing will take place no earlier than after the Organiser receives the bill from the electricity supplier.

**4. Rules of business during the Fair**

**4.1. General rules**

4.1.1. The Participant shall hold all and any required documents and permits which authorise the Participant to do business at the Fair pursuant to any applicable regulations. If required by the provisions of generally applicable law, at the Participant's own expense, the Participant shall take out licences for the public performance and/or broadcast of musical works with the relevant collective copyright or related rights management organisations or with other entities that perform activities in the area of the collective management of

copyright or related rights and, moreover, the Participant shall have the consent from the individuals who hold intellectual property rights, industrial property rights, patent rights, personality rights or image rights, if the Participant exercises such rights.

4.1.2. The Organiser reserves the right to refuse to permit the Retail, without incurring any liability thereupon, should the Organiser deem such Retail hazardous or should such Retail, with its content or appearance, violate the law, principles of social coexistence, public morality or the character of the Fair, as well as due to the Participant's lack of relevant permits.

4.1.3. It is prohibited to sell any goods or services if their possession or supplying is banned or restricted under the rules of law and/or applicable regulations, or to sell any goods or services that do not have the relevant licences, including those issued by the Polish National Institute of Hygiene (Państwowy Zakład Higieny, PZH).

4.1.4. A Participant who conducts catering or food and beverage business (sales of food products), which includes the sales of beer and water, shall hold all and any required permits in this regard and shall also observe the exclusivity of selling the Fair's sponsor products and not display or promote any trademarks or goods from other manufacturers of beer and water. All other Participants shall not display any trademarks of beer and water products either, in particular those placed on the equipment and furnishings of the Trading Space or on advertising materials, during the Fair and on its premises.

4.1.5. It is prohibited to sell products for immediate consumption outside the Catering Zone and other zones designated by the Organiser.

4.1.6. The Participant shall comply with generally applicable regulations, including the Polish Act on Sobriety and Counteracting Alcoholism, in particular the Participant shall comply with the ban on the sale of alcohol to minors and intoxicated persons.

4.1.7. The Participant shall run its business with the use of the Organiser's commercial infrastructure. The appearance of the Trading Space requires the Organiser's approval.

4.1.8. The Organiser reserves the right to temporarily exclude the Participant's Trading Space from trade, e.g. due to the programme of the Fair or a request from authorised services.

4.1.9. The Participant shall hold an entry badge (identyfikator) and show it upon every request to the Organiser, the Fair's security service, Municipal Guard (Straż Miejska), the Police, Tax Inspection (Inspekcja Skarbowa), Sanitary Inspection (Inspekcja Sanitarna), authorised staff of Gdańsk City Hall and other services.

**4.2. Work organisation at the Trading Space and advertising**

4.2.1. The Participant is allowed to conduct and advertise the Retail only at the Trading Space designated by the Organiser and provided for in the Agreement. The Retail must not be conducted beyond the area of the Trading Space or in the circulation routes adjacent to the Trading Space, and the Retail must not interfere with or prevent the safe movement of visitors.

4.2.2. Any promotion and/or advertising activities carried out beyond the designated Trading Space require the Organiser's written consent, at least in documentary form, and may be carried out only via the Organiser and at an extra charge. Failure to comply with this obligation will result in the Organiser taking action to redress the violations (remove the advertisements, leaflets, etc.) at the Participant's cost.

4.2.3. The Participant must not hand over the Trading Space to other entities for free or paid use, or sublet it or hand it over on the basis of any other legal relationship without the Organiser's consent expressed at least in documentary form.

4.2.4. The Participant's right to do business on the premises of the Fair is based on an entry badge (identyfikator). The Participant is entitled to one entry badge per each Trading Space the Participant has rented.

4.2.5. In order to receive an entry badge, which authorises doing business on the premises of the Fair, and a vehicle entry pass (przepustka), the Participant must make all the payments under the Agreement within the deadline set out in the Regulations. Entry badges can be

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- collected at the Fair Support Office (Biuro Obsługi Jarmarku) within the deadline specified in the Detailed On-Site Regulations.
- 4.2.6. An entry badge or vehicle entry pass must not be transferred to any third parties.
- 4.2.7. If the entry badge or vehicle entry pass is lost, stolen, made available to a third party or destroyed, the Organiser will have the right to impose a fine per each case.
- 4.2.8. On the premises of the Fair, it is prohibited to do sales in a manner that does not comply with the character of the Fair and/or the requirements of the Organiser, in particular to sell directly from cardboard boxes and/or hang goods all over the Retail Stalls.
- 4.2.9. During the opening hours of the Fair, the Trading Spaces should be available to visitors. Any temporary closing of a Trading Space requires the prior permission of the Organiser, at least in documentary form. The Participant shall secure its property by itself, at its own expense and risk, for the time when the Trading Space is closed.
- 4.2.10. The Participant shall arrange the Trading Space within the deadline specified in the Detailed On-Site Regulations.
- 4.2.11. It is prohibited to hang, mount, stick or otherwise attach any advertising materials of the Participants, including in particular boards and/or banners, on the external surfaces of any infrastructure owned by the Organiser. Should the Organiser discover a violation of this prohibition, the Participant shall immediately remove any advertising materials displayed in such a manner. In the event of a failure to comply, the Organiser reserves the right to remove the advertising materials at the expense and risk of the Participant.
- 4.2.12. After each trading day, the Participant shall secure the Trading Space made available by the Organiser and the product range contained therein against theft. The Participant shall secure the Retail Stall with a padlock, if it is provided for a given stall type. For Retail Stalls equipped with an alarm system, the Participant shall secure the goods inside it in a manner that does not trigger the motion sensor.
- 4.2.13. The Participant shall promote its business with advertising, the content or appearance of which do not violate the law, principles of social coexistence, public morality or the character of the Fair.
- 4.2.14. The Catering Zone Participant shall display its product range using the Organiser's information signboards, if they are provided for a given type of Retail Stall.
- 4.3. Detailed on-site regulations
- 4.3.1. The Participant shall conduct its:
- 4.3.1.1 trading business every day from 10:00 to 20:00.
- 4.3.1.2 catering business every day from 10:00 to 22:00.
- 4.3.1.3 promotional activities every day from 10:00 to 20:00.
- 4.3.2. The handover of the Trading Spaces will take place on 23 July 2021 from 11:00 to 18:00 and on 24 July 2021 from 08:00.
- 4.3.3. The Participant shall arrange its Trading Space by 9:45 on the opening day of the Fair.
- 4.3.4. The Participant shall return the tidied up Trading Space by 15 August 2021 at 22:00 or by 16 August 2021 at 14:00 in the case of a Trading Space in the Catering Zone.
- 4.3.5. Detailed on-site regulations can be found on the Organiser's Website.
- 4.4. Closedown of the Trading Space
- 4.4.1. After the conclusion of the Fair, the Participant shall remove the displayed items and restore the occupied Trading Space to its original condition. Waste and rubbish should be disposed of in waste containers. All and any decorative elements must be removed from the Organiser's infrastructure without causing any damage to it. In the event of the failure to tidy up the occupied Trading Space, the Organiser will contract the cleaning services out at the Participant's expense and risk.
- 4.4.2. It is prohibited to carry out the removal of the displayed items and/or dismantling prior to the conclusion of the Fair. The dismantling of the Trading Space may begin only after the closing of the Fair. This shall not apply to single-day trading.
- 4.4.3. A report will be drawn up on the return of the Trading Space. The Organiser is entitled to unilaterally carry out the return of the Trading Space in the event of the Participant's failure to appear on time.
- 4.4.4. Any Trading Space components, equipment and/or furnishings and/or other movables left during the dismantling without notice to the Organiser shall be deemed abandoned property. The Organiser shall not be liable for any damage to or loss of property which has not been removed within the deadline in relation to Trading Space dismantling.
- 5. General on-site regulations, liability and penalties**
- 5.1. General sanitary, health & safety at work, fire and on-site regulations
- 5.1.1. Generally applicable health & safety at work, fire and construction regulations and good practices shall apply on the premises of the Fair.
- 5.1.2. It is strictly prohibited to discharge any liquid waste on the premises of the Fair; in particular, it is forbidden to discharge used cooking oil into storm sewers and/or onto lawns under pain of a fine and the obligation to cover the costs of damage removal. If there is no connection to the sewage system, used oil must be collected by the Participant in special storage containers at sites designated by the Organiser.
- 5.1.3. It is strictly prohibited to use the following on the premises of the Fair: gas heaters, electric heaters, charcoal grills and/or open fire. The Organiser reserves the right to waive the ban for the purposes of implementing parts of the Fair's programme.
- 5.1.4. Every Trading Space on the premises of the Fair should be equipped by the Participant with at least one ABC class fire extinguisher with a minimum of 2 kg of extinguishing agent and a first-aid kit.
- 5.1.5. The Participant shall display the Organiser's own information (in particular regarding fire and other regulations) on the Trading Space.
- 5.1.6. The Participant shall provide a sufficient number of waste and rubbish bins and shall empty them, before they are full, to the containers deployed by the Organiser.
- 5.1.7. The Participant shall keep the Trading Space and its storage/welfare facility tidy and orderly.
- 5.1.8. It is prohibited: to connect electricity by oneself; to use any temporary or damaged electrical wiring or make use of the Trading Spaces' lighting installation; to leave any devices unattended that are connected to the mains but unsuitable for continuous operation; to bring to the premises of the Fair any chemical substances which constitute a fire hazard; to block human and/or vehicle access to fire-fighting equipment or to block any emergency and fire exits, or to use fire equipment for unrelated purposes.
- 5.1.9. The Trading Spaces' utility service connections: electricity, water supply, as well as services involving, for example, the suspension of elements under the permanent structure, shall be performed solely by the Organiser. Unauthorised connection of any electrical wiring to and from the grid is prohibited.
- 5.1.10. No screwdriving, nailing, sticking or attaching of any components to stalls or structures is allowed, nor is using any mounting components, such as tape, which would leave permanent traces on the Organiser's infrastructure.
- 5.1.11. The Trading Space must be maintained in a neat and tidy condition. Any waste must be removed, in an ongoing manner, from the Trading Space and from the adjacent circulation routes, including any waste left over from the setup/dismantling and/or supply/furnishing.
- 5.1.12. The Organiser reserves the right to any possible use of the external walls of the Trading Space which the Organiser has made available.
- 5.1.13. All and any systems (especially the electrical wiring), once completed, will be subject to the Organiser's technical inspection. It is prohibited to make any changes to any systems. The Participant is prohibited from making the Organiser's systems available to other entities.
- 5.1.14. For safety reasons, the Participant shall switch off the power supply every time before leaving the Trading Space, except for the 24/7 circuits as applied for, and to close any flow valves.

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- 5.1.15. Any irregularities in the operation of any systems must be reported immediately to the Organiser's technical services.
- 5.1.16. All and any devices used must have valid technical tests (certificates, approvals, measurements etc.) in accordance with the generally applicable laws.
- 5.1.17. No elements of the Participant's display are permitted to protrude beyond the rented Trading Space area or to block any passageways and/or circulation routes in any way.
- 5.1.18. The Participant shall follow any order-related instructions given by the Organiser (including the Fair's security service), the Police and the Municipal Guard (Straż Miejska), the Sanitary Authority (Sanepid).
- 5.1.19. On the premises of the Fair, it is strictly prohibited to stay overnight within Trading Spaces or in their vicinity.
- 5.1.20. It is prohibited to block human and/or vehicle access to fire-fighting equipment, or to block any emergency passageways and/or fire exits.
- 5.1.21. The Participant shall make all the sections of its Trading Space available to the Organiser for fire inspection. The Organiser reserves the right to introduce vehicle entry and parking restrictions on the premises of the Fair.
- 5.1.22. On the premises of the Fair, it is strictly prohibited to park vehicles in restricted areas, especially in the vicinity of Trading Spaces.
- 5.1.23. It is permitted to drive vehicles into the premises of the Fair only with a vehicle entry pass (przepustka) issued by the Organiser and in the time period stated on the pass.
- 5.1.24. The Participant is entitled to receive one vehicle entry pass.
- 5.1.25. In order to receive a vehicle entry pass, a Participant must make all the payments under the Agreement within the deadline specified in the Regulations. Detailed On-Site Regulations specify the method of collecting vehicle entry passes.
- 5.1.26. A vehicle entry pass must not be transferred to any third parties.
- 5.1.27. Vehicles are permitted to enter the premises of the Fair only for the supply/delivery of goods.
- 5.1.28. Delivery of goods must be completed by 9:30, i.e. 30 minutes before the opening time of the Fair.
- 5.1.29. Any transport, handling and unpacking, assembling and disassembling, packing up and loading of goods and other materials for the Fair shall be performed by the Participant at its own expense and risk.
- 5.1.30. Forwarding, handling (rental of forklift truck with operator), storage of other packaging on the premises of the Fair shall be provided exclusively by freight forwarding companies. The Organiser does not provide any storage services.
- 5.2. Liability and insurance
- 5.2.1. The Participant shall be fully liable for its actions and/or omissions during the Fair, as well as for the actions and/or omissions of any individuals cooperating with the Participant, regardless of the basis for and/or type of such cooperation, and moreover the Participant shall also be liable for any damage resulting from any failure to perform and/or improper performance of the Agreement, any violation of the provisions of the Regulations by the Participant (individuals cooperating with the Participant) or generally applicable regulations. Such liability shall not be limited in relation to any third parties. However, this does not exclude the Organiser's rights provided for in the Regulations.
- 5.2.2. The Participant shall be liable for any missing components of or damage to the Trading Space and/or the equipment and/or furnishings and shall cover the cost of repairs and/or purchase of the damaged and/or missing components. The Organiser will assess any damage to or loss of property in the presence of the Participant.
- 5.2.3. As regards its obligations and the business conducted by the Participant during the Fair, the Participant shall be fully liable and carry all and any risk for any possible claims from any third parties (including those claiming against the Organiser), including for any injury and/or damage caused to any third parties in relation to any infringement of their economic and/or moral copyrights, patent rights, personality rights and/or image rights, and undertakes to cover all and any damage or loss, including those suffered by the Organiser as a result thereof.
- 5.2.4. The Organiser shall not be liable for the product range, goods and/or other movables of the Participant located in the Trading Space as well as outside of it within the area of the Fair. The Organiser's indemnity shall not be limited in any way despite the introduction of special measures for the security and safety of the premises of the Fair.
- 5.2.5. The Organiser shall not be liable for any personal injury and/or any damage to the property of the Participants, also those caused by criminal offences, tort and/or force majeure, e.g. fire, explosion, lightning strike, gale, flooding, and/or by power or gas outages beyond the Organiser's control.
- 5.2.6. Regardless of the said indemnity, the Organiser shall be liable only for damage caused by the Organiser through wilful misconduct. The Organiser shall not be liable for any gains lost.
- 5.2.7. The Participant shall notify the Organiser of the damage, at least in documentary form, immediately after it has been discovered and, if need be, the Police, should the event have signs of a criminal offence.
- 5.2.8. Whenever the contents of the Regulations include a requirement for the Participant to comply with certain procedures, regulations or to fulfil an obligation, this also applies to any individuals cooperating with the Participant, regardless of the basis for and/or type of such cooperation. The Participant shall provide those individuals with the Regulations or give them information about the source to obtain the Regulations from.
- 5.2.9. The Participant should take out third party liability insurance and insure its property on the premises of the Fair (exhibits, goods, equipment and devices, furnishing, private property, company vehicles, etc.) by itself, at its own expense and risk, both for the duration of the Fair and for the duration of the setup and dismantling of the Trading Spaces.
- 5.3. Penalties
- 5.3.1. The Organiser has the right to charge and impose contractual penalties on the Participant according to the following premises per each violation by the Participant of the regulating provisions:
- 5.3.1.1. PLN500 (five hundred):
- 5.3.1.1.1. violation of the COVID-19 pandemic procedures;
- 5.3.1.1.2. not having an entry badge or a vehicle entry pass (regardless of the reasons);
- 5.3.1.1.3. violation of the order to properly secure the Trading Spaces after each trading day;
- 5.3.1.1.4. unwarranted intervention of the Fair's security service as a result of the Participant's request;
- 5.3.1.1.5. carrying out advertising and/or promotional activities in violation of the Regulations;
- 5.3.1.1.6. violation of the order to maintain order and tidiness within the Trading Space and the adjacent circulation routes;
- 5.3.1.2. PLN1,000.00 (one thousand)
- 5.3.1.2.1. violation of the ban on parking delivery vehicles in the vicinity of Trading Spaces and in restricted areas;
- 5.3.1.2.2. violation of the ban on staying overnight within Trading Spaces, in their vicinity and/or on the entire premises of the Fair;
- 5.3.1.2.3. violation of the ban on selling products for immediate consumption outside the Catering Zone;
- 5.3.1.2.4. violation of the order to do business only within the Trading Space;
- 5.3.1.2.5. violation of the order to return the Trading Space within the regulatory period;
- 5.3.1.2.6. violation of the order to use devices, while doing business, which hold the required and up-to-date technical tests (certificates, approvals, etc.);
- 5.3.1.2.7. violation of the order to sell products for immediate consumption only in biodegradable packaging;
- 5.3.1.3. PLN2,000.00 (two thousand):

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- 5.3.1.3.1. violation of the ban on making any arbitrary changes to the electrical wiring or any other systems provided by the Organiser;
- 5.3.1.3.2. violation of the ban on using gas heaters, electric heaters, charcoal grills and/or open fire;
- 5.3.1.3.3. violation of the ban on discharging any liquid waste (including oil) into storm sewers and/or onto lawns;
- 5.3.1.3.4. violation of the order to observe the sponsorship exclusivity (including sales, advertising and displaying trademarks);
- 5.3.2. The Organiser has the right to claim compensation from the Participant in a situation where the damage has arisen on grounds other than the penalties stipulated in the Regulations, as well as compensation exceeding the amount of the penalty imposed.
- 5.4. Complaints
- 5.4.1. Any complaints from Participants against the Organiser should be submitted in documentary form at the Fair Support Office or to the Organiser's Email Address no later than 2 days from the date when the circumstances justifying the submission of the complaint have occurred.
- 5.4.2. After the deadlines specified above, no complaints will be considered and the Participant will lose the right to pursue any claims against the Organiser.
- 6. Detailed on-site regulations, liability and penalties for the Catering Zone Participants**
- 6.1. Detailed sanitary, health & safety at work, fire and on-site regulations for the Catering Zone Participants
- 6.1.1. A Participant who runs a catering business shall:
- 6.1.1.1. use only biodegradable disposable cutlery, dishes, cups and packaging;
- 6.1.1.2. prepare meals using only fresh products, meat and cold meat products from identified sources;
- 6.1.1.3. store all perishable products properly and to this purpose provide a sufficient number of cooling devices in good working order;
- 6.1.1.4. employ personnel only with a valid Medical Certificate for Sanitary and Epidemiological Purposes (Orzeczenie do celów sanitarno-epidemiologicznych).
- 6.1.1.5. oblige its personnel to immediately report to a physician for the required tests in case of symptoms such as stomach-ache, dysentery, elevated body temperature;
- 6.1.1.6. oblige the personnel employed in the production and sales of food to use a designated toilet;
- 6.1.1.7. comply with the COVID-19 anti-pandemic procedures;
- 6.1.1.8. observe the rules of personal hygiene, wash hands frequently, apply protective clothing correctly, daily clean the Trading Space thoroughly after completing production and, if necessary, provide breaks for cleaning the facility;
- 6.1.1.9. unconditionally observe the regulations on door-to-door selling, especially the ban on selling meat and cold meat products in places which are not fit for this purpose;
- 6.1.1.10. transport food products by dedicated, special-purpose means of transport;
- 6.1.1.11. provide a sufficient number of waste bins at the Trading Space and empty them regularly during the day.
- 6.2. Detailed penalties for the Catering Zone Participants
- 6.2.1. In the case of a Catering Zone Participant, the Organiser has the right to charge and impose additional contractual penalties on the Participant (without excluding those provided for in the Penalties section hereof) according to the following premises per each violation by the Participant of the regulating provisions:
- 6.2.1.1. PLN100 (one hundred) per each day of delay, no more than PLN1,000 if the Participant fails to meet the deadlines specified in the Detailed Terms & Conditions of Participation in the Catering Zone;
- 6.2.1.2. PLN10,000 (ten thousand) per each period if the Participant fails to provide the Organiser with the documents specified in the Detailed Terms & Conditions of Participation in the Catering Zone
- or delivers false documents (inconsistent with the actual situation), the Organiser will have the right to charge a contractual penalty in the amount of;
- 6.2.1.3. PLN5,000 (five thousand) per each violation if the Participant violates the provisions of the Detailed Terms & Conditions of Participation in the Catering Zone, in particular by selling Products in packaging other than that listed in the Application Form or by selling Products at a price that is different from that submitted by the Participant and approved of by the Organiser,
- 6.2.1.4. If the Participant violates an obligation referred to in the Detailed Terms & Conditions of Participation in the Catering Zone, the Organiser has the right to charge a contractual penalty in the amount of:
- 6.2.1.4.1. PLN300 (three hundred) per each day of the failure to perform the obligation as indicated,
- 6.2.1.4.2. PLN300 (three hundred) per each commenced hour of delay in selling the products on a given day
- 6.2.1.4.3. PLN300 (three hundred) per each commenced shortened hour of selling the products on a given day.
- 7. COVID-19 anti-pandemic procedures.**
- 7.1. The Participant shall implement anti-pandemic procedures and measures resulting from the Regulations, which does not release the Participant from compliance with generally applicable laws and/or guidelines of relevant authorities.
- 7.2. The Organiser has the right to instruct the Participant to undertake the anti-pandemic procedures and measures specified by the Organiser.
- 7.3. The Organiser has the right to collect statements on the health status of the Participants, while failure to submit one by the Participant shall entitle the Organiser to deny the Participant participation in the Fair for reasons related to the Participant.
- 7.4. Throughout the period of participating in the Fair, the Participant shall:
- 7.4.1. use personal protective equipment, which includes covering the mouth and the nose by means of accessories permitted by law, using sanitising liquids, including those intended for visitors; wear protective gloves
- 7.4.2. frequently sanitise the Trading Space, i.e. the countertop,
- 7.4.3. maintain social distancing as much as possible,
- 7.4.4. not dismantle any protective features of the Trading Space, e.g. partitions, if they are part of the Trading Space furnishings.
- 7.5. If the COVID-19 package received by the Participant (as part of the user fee) is used up, the Participant shall purchase such a package again from the Organiser.
- 7.6. If, when the Fair is in progress, there is a generally applicable ban on in-place consumption of meals, the Participant running a catering business shall run its business "to-go" only.
- 7.7. The Organiser has the right to inspect the Participant's compliance with the COVID-19 pandemic procedures and to document any violations, including through photographic documentation. Such documentation will be used by the Organiser only to inspect the compliance with the COVID-19 pandemic procedures by Participants and will not be passed on to any third parties.
- 7.8. The Organiser will have the discretionary right to take the following measures in relation to the Participant who does not comply with the COVID-19 pandemic procedures:
- 7.8.1. warning,
- 7.8.2. imposing a penalty on the Participant for violating the COVID-19 pandemic procedures,
- 7.8.3. withdraw from the Agreement with the concurrent obligation of the Participant to close its Trading Space down.
- 7.9. The COVID-19 anti-pandemic procedures, provided for in , shall remain in effect for the entire duration of the Fair.
- 7.10. The Organiser has the right to modify the COVID-19 pandemic procedures at any time.
- 8. Withdrawal**
- 8.1. Withdrawal by the Participant

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- 8.1.1. The Participant may withdraw from the entered-into Agreement. Withdrawal from the Agreement requires written form or documentary form of a scan of a written statement of withdrawal signed by an authorised person in accordance with the rules of representation in a manner enabling the identification of the person submitting the statement—under pain of invalidity. The scan of the statement should be sent to the Organiser's Email Address.
- 8.1.2. The date of the receipt of the letter/scan (containing the statement of withdrawal) by the Organiser shall be construed as the date of the withdrawal from the Agreement.
- 8.1.3. In case of the withdrawal from the Fair Participation Agreement:
- 8.1.3.1. by 31 May 2021, the Participant shall pay a handling fee of PLN200 (two hundred) net (plus any applicable VAT) to the Organiser;
- 8.1.3.2. between 01 June 2021 and 10 July 2021, the Participant shall pay a handling fee to the Organiser, equal to 50% of the user fee and the gross fee (incl. any applicable VAT) for any additional services resulting from the Agreement;
- 8.1.3.3. from 11 July 2021, the Participant shall pay a handling fee to the Organiser, equal to 100% of the user fee and the gross fee (incl. any applicable VAT) for any additional services resulting from the Agreement.
- 8.1.4. The handling fees will be deducted, without the Organiser having to submit any additional statements, from the amounts previously paid by the Participant. If the amounts paid earlier by the Participant do not cover the handling fee due to be paid to the Organiser, the Participant shall pay the handling fee on the date of the withdrawal from the Agreement.
- 8.1.5. In the case referred to in the Withdrawal by the Participant section hereof, the Organiser shall return the amounts paid, after the deductions have been made, within 14 days from the effective withdrawal from the Agreement.
- 8.2. Withdrawal by the Organiser
- 8.2.1. The Organiser reserves the right to withdraw from the Agreement with no right to claim compensation by the Participant if the Participant fails to comply with the terms, conditions and/or obligations specified herein, in particular in the case of the violations referred to in the Penalties section hereof.
- 8.2.2. If the Organiser withdraws from the Agreement for reasons related to the Participant, the provisions of the above Withdrawal by the Participant section hereof shall apply accordingly. The values indicated in 8.1.3. shall then constitute a contractual penalty as a result of the Organiser's withdrawal from the Agreement for reasons related to the Participant.
- 8.2.3. Regardless of the contractual penalty, the Catering Zone Participant shall also cover the costs of electricity consumption.
- 8.2.4. Withdrawal from the Agreement requires written form or documentary form of a scan of a written statement on the withdrawal signed by an authorised person in accordance with the rules of representation in a manner enabling the identification of the person submitting the statement—under pain of invalidity. The scan of the statement should be sent by email.
- 8.3. In any case of withdrawal, the Participant shall close the Trading Space down immediately. The provisions of the Closedown of the Trading Space section hereof shall apply accordingly. If the Participant fails to take any actions aimed at a closedown, the Organiser has the right to close the Trading Space down at the expense and risk of the Participant. The Organiser shall not be in any way liable for the goods, product range or other property of the Participant within or outside of the Trading Space that is being closed down.
- 9. Personal data processing**
- 9.1. The Organiser is the controller of the Participants' personal data.
- 9.2. The data provided by the Participants in the application process, along with their image, will be secured and processed in accordance with the Polish Act on Personal Data Protection of 25 May 2018 and in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR) for the purposes of the performance of the entered-into Agreement, compliance with legal obligations, including taxation and bookkeeping, any possible establishment, exercise or defence of legal claims between the Organiser and the Participant, for archiving (evidence) purposes and for the purposes indicated in freely given consent.
- 9.3. The provision of personal data by the Participants is voluntary—but necessary in order to enter into and process application forms, to perform the Agreement, to organise and settle the accounts of events and side events—while failure to provide such data may result in a refusal to enter into the Agreement.
- 9.4. The Participant undertakes to obtain and provide the Organiser with any consent required by law from the Participant's employees and/or individuals authorised or contracted by the Participant, to process their personal data to the extent required for the performance of the Agreement, insofar as their data are made available to the Organiser. The Participant undertakes to fulfil the data protection notice and other obligations provided for in the generally applicable provisions of law regarding personal data protection towards all entities with whom the Participant will cooperate in the performance of the Agreement. In particular, the Participant shall provide the said entities with the Organiser's data protection notice (klauzula informacyjna). At the request of the Organiser, the Participant shall document the performance of the said obligations within 3 (three) days from the date of the request.
- 9.5. The data are processed based on:
- 9.5.1. GDPR Article 6.1.a) (i.e. freely given consent),
- 9.5.2. GDPR Article 6.1.b), i.e. the processing of personal data is necessary for the performance of the Agreement to which the data subject is party or in order to take steps at the request of the data subject prior to entering into the Agreement,
- 9.5.3. GDPR Article 6.1.c), i.e. the processing is necessary for compliance with a legal obligation to which the controller is subject, in particular as regards taxation and bookkeeping in relation to this Agreement,
- 9.5.4. GDPR Article 6.1.f), i.e. the processing is necessary for the purposes of the legitimate interests pursued by the Organiser (i.e. if it proves necessary to contact employees/ associates/ subcontractors and/or authorised individuals in order to properly perform this Agreement; in order to counteract the consequences of the spread of diseases (including COVID-19), as well as the necessity to contact any individuals within the scope of any COVID-19 pandemic actions taken; in order to pursue or defend against any claims related to or resulting from the Agreement; in order to secure evidence to demonstrate compliance with the obligations arising from the GDPR).
- 9.6. Personal data may be transferred to entities with whose help the Organiser meets the objectives resulting from the Agreement, including entities maintaining the IT infrastructure, entities providing advisory, legal and/or security services. Providing data is voluntary but it is a requirement to enter into and perform the Agreement. Personal data may be made available to entities and bodies authorised to process such data based on law.
- 9.7. It is possible to object to the processing of data and/or to request: access to, rectification or erasure of data, restriction of data processing and/or data portability.
- 9.8. The data will be stored for the duration of the Agreement and, after its end, for a period resulting from the laws on archiving and limitation periods on claims.
- 9.9. A data subject has the right to lodge a complaint with the President of the Polish Personal Data Protection Authority (UODO).
- 9.10. The personal data will not be subject to automated decision-making, including profiling.
- 9.11. In case of any doubts regarding the processing of personal data by the Organiser, please contact the following address: [do@mtgsa.com.pl](mailto:do@mtgsa.com.pl).

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**10. Final provisions**

- 10.1. In the event of circumstances that are beyond the Organiser's control and are not attributable to it (especially: force majeure, government decisions), the Organiser reserves the right to cancel, partially close, shorten or postpone the dates of the Fair.
- 10.2. If the Organiser exercises the right of Withdrawal by the Participant, the Organiser shall reimburse the Participant, within 180 days, the value of the fee for participation in the Fair, less the gross value (incl. any applicable VAT) of any additional services provided to the Participant to date and less the gross value (incl. any applicable VAT) of the user fee pro rata to the number of completed days of the Fair and, in the case of the Catering Zone Participants, also including the cost of electricity consumption within that period.
- 10.3. The Participant should respect the provisions of the generally applicable law, local law, instructions of the authorised representatives of the Organiser and law enforcement officers.
- 10.4. The Organiser reserves the exclusive right to use the image, name and combination mark of the Fair. The Organiser's passing on of any materials or granting of any permits must not be construed as selling or purchasing any rights in them.
- 10.5. Any disputes which may ensue from participation in the Fair will be settled by the materially competent common court (sąd powszechny) in Gdańsk, Poland.
- 10.6. For the settlement of any disputes, the Polish version of these Regulations shall prevail. The interpretation of the provisions hereof shall be governed by the Polish law.
- 10.7. By entering into the Agreement and participating in the Fair, the Participant undertakes to comply with the Regulations and gives free-of-charge consent for the Organiser to take photographs and video recordings during the Fair (also containing the Participant's logotype) and for them to be disseminated in the Organiser's advertising materials (including on the Internet) in order to promote the Fair and the activities of the Participants related thereto. The consent to take the photographs, referred to in the preceding sentence, shall also apply to the obligation to comply with the COVID-19 pandemic procedures.
- 10.8. The provisions of these Regulations are effective as of the date of their publication on the Organiser's Website.
- 10.9. The Organiser has the right to make amendments to these Regulations at any time. Any amendments to these Regulations will become effective as of their date of publication at [www.jarmarkswdominika.pl](http://www.jarmarkswdominika.pl).

Appendices:

Detailed On-Site Regulations for the St Dominic's Fair 2021 Municipal Market Participants, Gdańsk, 24 July–15 August 2021

Detailed Terms & Conditions of Participation in the Catering Zone for the St Dominic's Fair Municipal Market Participants, Gdańsk, 24 July–15 August 2021.