



THE EAST MEETS WEST REGULATIONS
organized by GTC Sp. z o.o.

1 General Provisions

1.1 The provisions of the East Meets West Regulations ("EMW Regulations") apply to all the Participants of the **EAST MEETS WEST** (hereinafter referred to as the Event or EMW), which shall be on **20.11.2017**, and to all the meetings, fairs, exhibitions and exhibits, as well as all the accompanying events which shall be held within its framework.

1.2 The Organizer of EMW is GTC Sp. z o.o. based in Wrocław (53-128), at ul. Sudecka 133, entered into the National Court Register under the KRS number 0000559451, TAX ID 8992767937, REGON No. 361579470, tel. +48 663 737 758, email: info@emwcongress.eu, hereinafter referred to as the "Organizer".

1.3 The EMW Participants can only be persons and entities having the status of an entrepreneur. Applications for participation in the Event should be submitted on the Application Form (hereinafter referred to as the "Application") attached as Appendix 1 to the EMW Regulations.

1.4 The provisions of the EMW Regulations are an integral part of the Application. Submission of the Application, in accordance with sec. 2.1. to 2.2 of the EMW Regulations, is equivalent to an acceptance of the provisions of these Regulations as well the rules of participation in the Event. The provisions hereof shall apply to the Application and agreements as well as arrangements concluded between the Organizer and the EMW Participants.

2 Conditions of Participation.

2.1 The EMW Participant (hereinafter referred to as the "Participant") can be a legal person, a natural person or an organizational unit which is granted legal capacity and which, based on the Application, has presented a commercial offer accepted by the Organizer in accordance with the thematic scope of EMW. Only persons listed in the Application may participate in the Event.

2.2 Sending by the Participant to the Organizer of an Application legibly signed and duly completed by authorized persons (at least in an electronic form as an attachment to the e-mail) and sending back a Confirmation of the Application by the Organizer shall be tantamount to concluding an Agreement legally binding the Parties to the Agreement and obliges the Participant to pay to the Organizer all due payments based on their selected services, referred to in sec. 3.1. of the EMW Regulations.

2.3 Confirmation of the Application by the Organizer, referred to in the preceding section shall be made in an electronic form (e-mail) or in writing within 7 working days from the date of delivery to the indicated Organizer's address of a properly completed and signed by authorized persons on behalf of the Participant and stamped Application as well as after the payment of the amount due specified in the Application on the basis of a pro forma invoice issued by the Organizer. Regardless of transferring the aforementioned documents via electronic mail (e-mail) to the Organizer, the Participant shall be obliged to submit to the Organizer any documentation, questionnaires, including in the traditional written form with legible signatures of persons authorized to represent the Participant and to incur liabilities on their behalf.

2.4 The aforementioned provisions of the Regulations shall also apply when the Participant requests any Additional Services by means of the Additional Services Form (hereinafter referred to as the "Additional Services Form", attached as Appendix 2 to the EMW Regulations).

2.5 The Application Form and the Additional Services Form are hereinafter referred to individually as the "Agreement" and collectively, as the "Agreements".

2.6 Conclusion of the Agreement or the Agreements between the Participant and the Organizer shall oblige the Participant to:

a) make any due payments in respect of the concluded Agreements in accordance with their provisions and within the deadline specified in the EMW Regulations and in the issued invoices to the Organizer's bank account:

BANK ZACHODNI WBK S.A.

SWIFT: WBKPPLPP

EURO: PL98 1090 2529 0000 0001 3091 8550

PLN: 52 1090 2529 0000 0001 3091 8505

b) deliver, to the address indicated by Organizer, the Application Form, Additional Services Form, payment confirmations and any documents related to the participation in EMW;

c) compliance with the provisions of the EMW Regulations as well as with the Order Regulations as set out in section 6 of these EMW Regulations in force during EMW.

2.7 In case the Application Form is delivered to the Organizer after the expiry of the deadline determined in the Application and only in particularly justified cases, the Organizer reserves the right to refuse to accept the Application and shall notify the Participant about it in writing.

2.8 In case the Organizer refuses to confirm the receipt of the Application, the Participant shall be entitled to obtain a refund of all paid amounts. The Participant shall not be entitled to any other claims or compensation in respect of the Organizer's declaration indicated above.

3 Payment terms and deadlines

3.1 Payments for the Participation are listed in the current price offer sent to the Participant.

3.2 Payments due resulting from the Agreements constitute the Organizer's remuneration for preparation, conduction and completion of EMW.

3.3 With the conclusion of the Agreement or the Agreements the Participant shall be obliged to pay to the Organizer's bank account, as given in sec. 2.6) of the EMW Regulations a deposit of 25% of the gross amount specified in the current price offer and the full registration fee of 50 euros gross, by the deadline specified in the pro forma invoice issued by the Organizer. The remaining amount of the payment shall be paid at the latest 5 business days before the start of EMW. After each payment has been made by the Participant, the Organizer shall issue a VAT invoice. There is also a possibility to make a one-off payment of the full amount of the fees specified on the pro forma invoice or the VAT invoice. The Participants who make the one-off payment of the full amount for their selected package of services shall be exempt from the registration fee. In addition, in special cases and after prior written notice from the Participant and the Organizer's approval of a written application sent by the Participant of the East Meets West, the Organizer provides for another payment deadline, other than that stated in the Regulations and another payment method.

3.4 Full payment for Additional Services requested by means of the Additional Services Form should be made within the period specified in the pro forma invoice issued by the Organizer.

3.5 VAT Invoices shall be issued in euros.

3.6 In case the Participant fails to make payments within the deadline specified in the EMW Regulations or in the invoice or the pro forma invoice issued by the Organizer, the Participant shall pay to the Organizer contractual interest for the delayed payment in the maximum amount as at the date of its calculation specified in sec. 481 § 21 of the Civil Code per each day of delay on the gross amount specified in the pro forma invoice.

3.7 The Participant's payment of all the fees associated with the Membership is the condition of Participation in the EMW Event as well as of having access to Additional Services requested in the submitted forms. If the Participant fails to make the payments, the Organizer shall be entitled to terminate the Agreement or the Agreements and deny the Participant the right to participate in the Event.

3.8 The travel and accommodation costs incurred in order to participate in EMW shall be covered by the Participant.

3.9 The Organizer is not taking responsibility for absence of invited retail chains.

4 Resignation from the Participation in East Meets West

4.1 The Participant shall have the right to resign from participation in East Meets West solely on the basis of a declaration made in writing to the Organizer, under pain of nullity, not later than 20 working prior to the date of commencement of the Event. In such case the Organizer shall be entitled to charge a handling fee amounting to 100% of the registration fee and 50% of the other fees resulting from the Application and the Service Form. The date of delivery of a written resignation notice shall be considered the date of its delivery to the Organizer's office.

4.2 In case the Participant delivers a resignation from the participation in the Event within less than 20 business days prior the date of the commencement of EMW, the Participant shall not be entitled to a refund of the fees paid on account of participation in the Event.

4.3 The Participant's failure to show on the starting date of the purchased meeting shall also be considered the Participant's resignation from the participation in event East Meets West. This shall not exempt the Participant from the obligation to pay all the fees in full amount.

5 Transport, customs and forwarding

5.1 Import/export of goods by the East Meets West Participants from countries which are not the European Union member states means the introduction/removal of goods into the customs territory of the European Community and entails obligations provided for in the customs legislation, unless international agreements provide otherwise.

5.2 An East Meets West Participant from the European Community member state should familiarize with the applicable provisions of the Community Law (the Community Customs Code, the Common Customs Tariff, relevant regulations in this respect) as well as with the domestic law of the state which hosts East Meets West.

5.3 Transport, forwarding and customs clearance of exhibits and supporting materials shall be carried out at the expense and risk of the Participant and without any involvement of the Organizer.

6 Organization of East Meets West and the Order Regulations

6.1 The Participant shall be obliged to observe legal and fire safety regulations in force in the territory where East Meets West is held.

6.2 During the Event the Participant and its representatives shall be obliged to wear the IDs provided by the Organizer. The Participants of EMW are undertaking to not provide ID's to third parties.

6.3 ID badges or entrance tickets, passes and invitations prepared and issued by the Organizer will entitle the Participants to enter the territory of East Meets West.

6.4 Any property left by the Participant at the territory of East Meets West after its completion shall be considered abandoned property in accordance with article 180 of the Civil Code. In such a case it shall become the Organizer's property without any compensation.

6.5 The Organizer shall not be responsible for any acts or omissions of the Participants and Visitors to the Event, in particular those who shall be under the influence of alcohol or other drugs. The Organizer shall not be responsible for the behavior of the aforementioned persons, neither for the consequences of their behavior, in particular, for any property damage, disturbance of the night silence, offence or crime, should they commit any. Any violation of the law committed by such persons shall be reported to appropriate state authorities. The Participant shall release and indemnify the Organizer from any claims by third party, if any such claim is connected with such Participant's behaviour and damages.

6.6 The Participant shall be solely responsible for the contents presented by them as well as for the form of their presentation. The Organizer shall not be responsible for the conduct and results of the meetings or actions taken by the Participants as a result of those meetings.

7 Safety and insurance

7.1 The Organizer shall provide the security of the facility during EMW for the Participants and Visitors (both during its availability for them and after its closure).

7.2 The Participants shall be obliged to purchase property insurance on their own and for their own account.

7.3 The Organizer shall not be responsible for any damage caused to Participants on the premises of the facility where the Event shall take place before, during and after EMW unless it is caused willfully by the Organizer. The Organizer shall not be responsible for any damage resulting from burglary or theft, acts of force majeure (lightning, storms, flooding, fire or explosion), power cut or interruption in water supply independent of the Organizer.

7.4 Should any damage occur, the Participant shall be obliged to report immediately this fact to the Organizer or to the security guards.

7.5 The Participant shall bear full responsibility for any damage caused to third parties and to the Organizer before, during and immediately after the end of EMW.

8 Catalog, advertising, accompanying events

8.1 The Organizer shall not be responsible for editorial errors, misprints, omissions and oversights in the EMW catalog in the content of information materials.

8.2 During EMW the presentations, advertising actions, promotions, competitions or entertainment programs may be held in accordance with the law and upon a prior written consent of the Organizer, whereas they cannot in any way disturb other Participants or interfere with the general EMW Order.

8.3 During East Meets West the Organizer may carry out photographic and video sessions. Participation in the Event is tantamount to consent granted to the Organizer to use the image of each of the Participants in the Organizer's publications and information and promotional materials without any liabilities towards the Participants or third parties. The Participant agrees to use their image, fixed in any form, for the purpose of the coverage of the Participant's participation in the event by the Organizer and other Participants.

8.4 The Participant shall be obliged on their own to obtain the rights to use any works and publications for the participation in EMW with respect to their copyright and intellectual property rights (e.g. inventions, industrial designs, copyrights to the music played in public or audiovisual materials). The Organizer shall not be liable for payment claims of authors or third parties in this respect. Should such claims be directed to the Organizer, the Organizer shall notify the Participant about the claim and the Participant shall be obliged to release and indemnify the Organizer from liability for any claims within 5 (five) days from the receipt of such notice.

8.5 Any advertising may take place exclusively upon the Organizer's written consent and after paying a fee on that account as agreed with the Organizer after a written request for additional service – Appendix 2 – Additional Services Form. Any advertisement placed without the Organizer's consent shall be removed at the expense of the Participant.

8.6 The Participant agrees gives its consent to the processing of their personal data for the purposes of realization of the Event (pursuant to the Personal Data Protection Act of August 29, 1997, Journal of Laws of 2002, No. 101, item 926, as amended). According to the provisions of the Personal Data Protection Act, personal data of the Participants shall be collected and processed exclusively for the needs of the Organizer. The personal data controller is the Organizer.

9 Complaints and Claims

9.1 Any complaints or claims related to the participation in East Meets West should be reported directly to the Organizer in writing, under pain of nullity, not later than by the last day of EMW. After this date, no complaints or claims shall not be considered.

9.2 Each complaint shall be reviewed within 30 days from the date of its receipt by the Organizer.

9.3 The Organizer shall inform the Participant about the manner of handling the complaint in writing.

9.4 Any additional arrangements between the Organizer and the Participant shall require written form under pain of nullity.

10 Final Provisions

10.1 The provisions of these Regulations shall also apply to entities carrying out activities under contracts concluded with the Participants. The Participants shall be held responsible for acts or omissions of such entities as for their own actions or omissions.

10.2 The Organizer shall not be held liable for any damage resulting from the occurrence of accidental or natural (elements) events which could not be prevented, i.e. those which are beyond their control, in particular: flood, hurricane, earthquake, storm, snowstorm, acts of the legislative and executive powers, administrative decisions.

10.3 Should any circumstances beyond the Organizer's control occur, the Organizer reserves the right to cancel, partially close, shorten or change the date of East Meets West. In such cases the Participant shall not be entitled to compensation or reduction of the Participation fees.

10.4 In case East Meets West is cancelled due to the fault of the Organizer, the Participant shall be entitled to reimbursement of the amounts paid without any interest, compensation or reduction of the fees for the participation in EMW.

10.5 The Organizer reserves the right to introduce modifications to EMW. In particular, the modifications may involve: the place, date, its duration and program of EMW. Should any be made, the Organizer shall inform the Participants about it: in writing, by e-mail or on the telephone – according to the data provided by the Participant in the Application.

10.6 The Organizer does not warrant the presence of persons and entities who have asked to participate in East Meets West, and does not assume any responsibility for the absence of individual Participants or other entities during the EMW.

10.7 The Organizer shall not cover losses, lost profits or any costs the Participant has incurred due to the modifications mentioned in sec. 10.5 or 10.6 above.

10.8 The Organizer shall have the exclusive right to binding interpretation of the EMW Regulations. The Organizer reserves the right to change the content of the EMW Regulations. The Organizer shall inform the Participants about any changes made to the EMW Regulations in electronic form (e-mail). If the Participant does not accept the amended provisions of the EMW Regulations, they may submit - in writing, under pain of nullity- a notice of termination of the Agreement or the Agreements. In such a case the Organizer shall reimburse the fees paid, without interest any compensation or reduction of the fees for the participation in East Meets West.

10.9 These Regulations have been drawn up in different language versions. In case of any discrepancies between the versions, the Polish language version shall prevail.

10.10 Any disputes arising from the participation in East Meets West and the implementation of services commissioned by the EMW Participants shall be resolved amicably, and in the absence of agreement by the Vienna International Arbitral Centre (Vienna International Arbitral Centre). For settlement of any disputes, the Polish language version of the EMW Regulations shall be assumed to be binding. The provisions of the EMW Regulations shall be interpreted in accordance with the Polish law.

10.11 In any matters not regulated herein, the provisions of the Polish law shall apply.

10.12 These Regulations shall enter into force on 10.07.2017

10.13 The following are an integral part of the Regulations:

- Appendix 1: Application Form
- Appendix 2: Additional Services Form