

CONDITIONS OF PARTICIPATION

Organiser: Health and Beauty Media Sp. z o.o.,
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Closing date for application: **20.07.2018**

1. TITLE OF THE TRADE SHOW

Congress and International Trade Show
BEAUTY FORUM & SPA 2018

2. ORGANISER

HEALTH AND BEAUTY MEDIA Sp. z o.o.
9/10 Królowej Marysieńki Str.
PL 02-954 Warsaw
Ph: +48 22 858 79 54, 858 79 55
Fax: +48 22 858 79 53

3. TRADE SHOW VENUE

Trade Fair and Congress Centre
Marsa Street 56c, 04-242 Warsaw

4. TRADE SHOW DURATION

22.03. (Saturday) - 23.03. (Sunday) 2018
Exhibitors: 7:00 a.m.-7:00 p.m. Sat.; 7:00 a.m.-7:00 p.m. Sun.
Visitors: 9:00 a.m.-6:00 p.m. Sat.; 9:00 a.m.-5:00 p.m. Sun.

5. FAIR SECTORS

- Accessories, jewellery and ornaments
- Aesthetic medicine
- Apparatus cosmetics and accessories
- Aromatherapy
- Colour cosmetics
- Consulting
- Depilation / epilation
- Disinfection
- Disposable items
- Extensions and eyelash styling
- Fitness / Rehabilitation - equipment and accessories
- Foot care apparatus
- Foot care products
- Hair care, styling and colouring products
- IT solutions, applications, software
- Manicure / Nail care and styling
- Media
- Natural cosmetics, ecocosmetics
- Offices and shops equipment
- Perfumes and toilet waters
- Permanent Make-Up
- Relaxation techniques
- Saunas
- Schools, supplementary education and training courses
- Skin care cosmetics
- Solarium
- Solarium cosmetics
- Spray tanning
- Supplements / Healthy food
- Trichology / Hair SPA
- Unions, Associations
- Wellness / SPA - equipment and accessories
- Working clothes
- Other

6. APPLICATION FORM

1. Applications can only be made on the enclosed form in accordance with the Conditions of Participation stated herein, which are hereby accepted by the Exhibitor, and constitute the terms of the contract between the Organiser and the Exhibitor. The Application Form, after it has been completed and signed by legally authorised representatives of the Exhibitor, must be sent to the Organiser by **July 20, 2018** at the latest.

2. Declarations of participation may be made in writing through the post of ce or the courier. Valid are also declarations made by e-mail or fax. Using one of the prior mentioned forms of declarations shall be valid. By the same token, the declaration of participation signed by the Exhibitor and submitted to the Organiser will be considered by the Organiser in a version without preconditions or reservations. Any special requests concerning exhibition space allocations will be carefully considered, however, your participation must not be conditioned by whether these wishes have been fulfilled by the Organiser.

3. The Applications will be considered by the sequence of their official submission. Applying after the deadlines, defined under the Conditions of Participation, relieves the Organiser from the obligation of considering such an application.

The Organiser can accept the Declaration of Participation after **July 20, 2018**. In such a case, the Exhibitor is bound by all the remaining (illegible) contained in the Participation Conditions (this concerns particularly the conditions for resignation from participation in the fair).

4. Before applying for Participation, the participant is obliged to familiarize oneself with the Rules and Regulations of the Trade Fair and Congress Centre, where the fair is taking place, which consti-

tute the appendix to these Terms and Conditions of Participation. The application for Participation is unequivocal with the confirmation by the Participant of having familiarized oneself with the provisions of the mentioned Rules and Regulations and the obligation to observe the rules of staying in the Trade Fair and Congress Centre defined for the Participant (with no exceptions) and for the Organiser in the scope defined for the liability for the Participants behaviour. The established Rules and Regulations of Trade Fair and Congress Centre constitute an integral part of these. Terms and Conditions of Participation and constitute special provisions with reference to Terms and Conditions of Participation.

5. Any changes regarding Application Forms require a written form of notification otherwise they will be treated as invalid.

7. APPLICATION CONFIRMATION

1. The Organiser solely decides about accepting Exhibitors and their exhibits. The Exhibitors can make no legal claims for participation and contract signing. The Application Confirmation issued and signed by the Organiser is equivalent to signing a contract with the Exhibitor. The Organiser shall confirm the declaration through the post of ce or the courier as well as by fax or e-mail. Using one of the prior mentioned forms of confirmation shall be valid to sign the agreement. The Exhibitor shall not transfer any rights resulting from the contract to any third parties.

2. The Organiser is entitled to withdraw from the contract until **September 21, 2018** if the Application Confirmation had been granted on grounds of false data, or when all the due payments failed to be made until **August 17, 2018**.

8. STAND ALLOCATION/CHANGES

1. The Organiser is authorised to allocate the Exhibitor a stand, adjusting its shape and size to the available space. The allocation of space is binding for the Exhibitor. If a need arises, the Organiser can allocate another place to the Exhibitor, or make minor changes to the size of the stand (choice of place), even after signing the contract.

2. The Exhibitor is not allowed to make changes to the location of the allocated stand or exchange stands with other exhibitors without obtaining the written consent of the Organiser.

3. If a size or a type of the allocated space differs from that ordered in the Application Form, the contract concluded between the Organiser and the Exhibitor is then based on provisions specified under the allocation of space for the stand, unless the Exhibitor has rejected in writing the choice of place in the period of 10 days following its receipt. The written resignation from the allocated space does not guarantee allocation of the new one.

4. If the Exhibitor does not accept the stand one day before the opening of the Fair, the stand may be allocated at the discretion of the Organiser, and the Exhibitor will have no right to any legal claims.

9. CONTRACT CANCELLATION

1. Exhibitors have right to cancel their Application Forms until **July 23, 2018**. In this case, the Exhibitor is obliged to reimburse the Organiser with administration costs amounting to 10% of the contractual payment for the service. Cancellation of the contract following the aforementioned deadline results in charging the Exhibitor the full costs of the agreed contractual payment.

2. The Exhibitor has the right to change its Application Form from furnished space to unfurnished space until **August 10, 2018**. Following that deadline, any such changes of applications will result in an obligation to pay as if for the furnished space.

10. FEES

1. FEES FOR RENTING OF FURNISHED SPACE

Prices for renting furnished space are provided in PLN/m²

Type of stand	Normal net price PLN/m ²	Special net price PLN/m ²
row	534,-	514,-if the stand area ≥ 15 m ²
corner	584,-	559,-if the stand area ≥ 24 m ²
half-island	629,-	579,-if the stand area ≥ 42 m ²
island	664,-	614,-if the stand area ≥ 50 m ²

- VAT at the binding rate should be added to the above net price. The minimum furnished area to be ordered is 6 m².

a. The above prices include the following services:

- rental of the exhibition space;
- general lighting of the exhibition hall,
- general security of the exhibition site,
- general heating;
- external advertising and marketing activities, outside and inside decoration of the exhibition premises, completion and the services of Reception, Trade Show and Press Offices, and internal information system;
- cleaning of the halls and the aisles;

b. Moreover, the price of 1 m² of furnished space includes:

- system walls (240 cm high filled with white 3.2 mm-thick laminated board), a backroom locked with a standard or a folding door, and grey floor covering;
 - one fascia board for each open side of the stand, with the number of the stand and Exhibitor's name written in a style uniform for the whole exhibition;
 - electrical connection of a stand (230 V);
 - 3 spotlights and 1 socket 230 V for every successive 6 m² of the stand;
 - 1 table, 2 chairs, 1 coat rack, and 1 wastepaper basket for each stand;
 - 1 glass display platform or a counter with one shelf 100 x 50 cm, 90-110 cm high for every successive 6 m² of the stand;
- Should the Exhibitor resign from any of the elements stated above, it is not entitled to a deduction of the price per 1 m² and no elements can then be exchanged for other ones. Any additional services concerning furnishing of the stand, or any additional elements of the equipment (such as: laying a different floor covering, individual security and cleaning of the stand, producing a logo, any additional equipment, etc.) should be ordered at the Organiser in writing and are subject to additional charges.

2. FEES FOR RENTING UNFURNISHED SPACE

Prices for renting unfurnished space are provided in PLN/m²:

Type of stand	Normal net price PLN/m ²	Special net price PLN/m ²
row	425,-	405,-if the stand area ≥ 15 m ²
corner	475,-	450,-if the stand area ≥ 24 m ²
half-island	520,-	470,-if the stand area ≥ 42 m ²
island	555,-	505,-if the stand area ≥ 50 m ²

VAT at the binding rate should be added to the above net price. The minimum exhibition unfurnished space to be ordered is 6 m². The above prices include services defined under point 10.1.a. The electricity connection is payable and possible after the internal stand electric system has been checked by electricians authorised by the Organiser. The individual design for the stand construction requires verification and the approval by the Organiser.

11. TERMS OF PAYMENT

1. PAYER

If the payer is different from the Exhibitor, the payer (addressee of financial settlements) should be specified in the relevant statement with/or on all the official order forms for particular services. The payer should thereby agree in writing to pay for the contracted participation in the trade show.

2. PREPAYMENTS

On receipt of the Application Form from the Exhibitor, the Organiser issues a Application Confirmation and makes the calculation of the payment out for amount, which includes the exhibition space rented by the Exhibitor according to prices given in the Fees, item 10, the value of additional equipment or services that were ordered prior to commencement of the Trade Show, and the fees for any declared Sub-exhibitors. The total payment due is divided into two prepayments amounting to **70% and 30%**.

The first prepayment – **70%** of the total Calculation of Payment the Exhibitor should pay to the bank account of the Organiser not later than 14 days upon receipt of the calculation. The second prepayment – **30%** of the total Calculation of Payment the Exhibitor should pay to the bank account of the Organiser by **August 17, 2018** at the latest. The costs of the bank fees are incurred by the Exhibitor.

3. ORDERING OF ADDITIONAL EQUIPMENT

The ordering of additional equipment takes place till **August 10, 2018**, exclusively using the Additional Equipment form available upon the Exhibitor's request from the Organiser.

a) All the additional services and equipment ordered before the commencement of the Trade Show shall be paid for by the Exhibitor against the invoice to the bank account of the Organiser by **August 17, 2018** at the latest. This is a required condition for the Organiser to complete orders for additional equipment. Resignation from any of the ordered elements after aforementioned deadline becomes no basis for any deductions whatsoever from the total value of the invoice.

b) Any additional orders made after **August 17, 2018** exempt the Organiser from obligations. The Organiser may accept the Order for Additional Equipment sent after the **August 10, 2018**. In such a case all remaining terms, included in the Participation Conditions, are obligatory.

4. PAYMENT WITH 20% DISCOUNT

From the pricing conditions, mentioned in item 10, for unfurnished areas, the organizer guarantees granting a 20% discount if three conditions in item 1) Exhibitor took part in Beauty Forum 2018, trade fair (3-4.03.2018) as Exhibitor. 2) the application for participation by the Exhibitor takes place by **July 20, 2018** and

3) The Exhibitor makes payment pursuant to item 11 of Conditions of Participation. In case of failure to make the payment by the aforementioned deadline, the Exhibitor loses his right to the 20% discount. The Exhibitor is bound to document all the payments by sending copies

of money transfers confirmed by the Payer's bank to the Organiser. All discounts are given taking into account unfurnished spaces only.

12. DELAYS IN PAYMENT

Penalty interest will be charged in case of delays in payments arising from the present agreement. Should the Exhibitor be in arrears in payment for services related to his participation in the fair, ownership of the exhibition stand, exhibits and fair materials brought by the Exhibitor onto the fair grounds will be transferred to the Organiser.

In such a situation, the Organiser will be entitled to cede the seized items and to use the sums thus obtained to settle the debt of the Exhibitor. Should the sums obtained from the sale of the seized items prove insufficient to cover the debt of the Exhibitor, the Organiser will be entitled to seek payment of the difference from the Exhibitor before court of law.

13. SUB-EXHIBITORS

1. Exhibitors are not permitted to make available their exhibition area or a section thereof to third parties free of charge or for a fee without written permission from the Organiser. The Exhibitor has to apply to the Organiser in writing for a consent to include a Sub-exhibitor. Such consent is valid after the Exhibitor has paid the Organiser the amount of 1500 PLN (plus the binding VAT) for the facility of including the Sub-Exhibitor.

2. The Sub-exhibitor is a subject to the same conditions as the Exhibitor and has no contractual relations with the Organiser. If the Exhibitor includes a Sub-Exhibitor without the required permission from the Organiser, the Organiser is entitled to immediately withdraw from the contract and remove the stand at the Exhibitor's expense. In such a case, notwithstanding the failure to perform the said obligation, the Exhibitor will be bound to pay the Organiser the sum of 3000 PLN net (guarantee clause). Sub-exhibitors can be placed in the fair catalogue on the condition that they submit the information and material data by the specified deadline.

14. EXHIBITS

1. The Exhibitor is obliged to submit the exhibits and auxiliary equipment at the Forum area on **September 21, 2018** and to collect them after the end of the Forum (not later than by **September 24, 2018, 6:00 a.m.**).

In the event where the Exhibitor fails to complete the disassembly of his stand or fails to remove all the exhibits carried by him to the fair hall by **September 24, 2018, 6:00 a.m.**, he shall be obliged to pay compensation to the Organiser in the amount of 1000 PLN net per each hour (including each commenced hour) of delay over the aforementioned **6:00 a.m. on September 24, 2018**.

2. All the exhibits and other items carried in by the Exhibitor into the fair area must meet the general safety standards, and cannot pose a threat to visitors or other participants to the Fair. It is forbidden to commence disassembly of the exposition before the official end of the Fair.

3. All activities related to transport (including at the Fair premises), packaging, assembly and disassembly of the exhibits are performed by the Exhibitor (or by a selected carrier on request) at his expense and risk. Possible repairs, changes or supplementations to the fair exposition can only take place outside the opening hours for visitors.

4. If there is an urgent and justified need of a repair, change or supplementation of the exposition during the Fair (e.g. goods supply), the Exhibitor can only carry out such activities during the Fair after obtaining a written consent of the Organiser to perform such activities. The aforementioned consent can be given by the Organiser on a justified request from the Exhibitor, expressed in any form (oral or written), having considered the situation on the Fair premises, by handing in a ticket to the Exhibitor, stating the stand, time and volume of goods to be brought in. Such a ticket received from the Organiser shall form the exclusive pass for the Exhibitor to perform a repair, change or supplementation of the exposition. The provisions contained in the previous sentences shall not refer to the situations where repair of the exposition is necessary from the point of view of safety of people and property gathered on the Fair premises. In any case, when performing repairs, changes or when supplementing the exposition, the Exhibitor shall be obliged to take care of safety of people and property at the Fair premises, and to repair all possible damage caused by such activities. Affixing of exhibits to walls and ceilings of the stand built by the Organiser must be performed using methods approved by the staff building the stand (in a manner not causing any damage) and previously notified to the Organiser.

For the purpose of ensuring appropriate conditions (e.g. non-standard connections), exhibits planned for demonstrated operation must be separately approved by the Organiser and admitted for exhibition. The Exhibitor shall be obliged to provide for continuous safety of the visitors.

5. For each breached obligation from the ones specified in section 14 para 2-4 of the Participation Terms, the Exhibitor shall be obliged to pay the penalty of 1500 PLN net to the Organiser (guarantee clause).

15. IDENTIFICATION BADGES

Each Exhibitor, upon payment of rental fees in accordance with section 11 of Conditions of Participation, receives free of charge three official identification badges for the 6m² stand. For ever started additional 6m² one further badge will be issued.

These badges are only valid for those Exhibitors, personnel, stand staff and representatives who are listed on them by names. Misuse of the identification badges will result in their cancellation.

16. ASSEMBLY AND DISMANTLING

Assembly of stranger's stands:

20.09.2018, between 11:00 a.m. and 00:00 p.m.
21.09.2018, between 8:00 a.m. and 00:00 p.m.

Entrance of Exhibitors (preparation of exposition):

21.09.2018, between 4:00 a.m. and 00:00 p.m.

Note! 21.09.2018 after 4:00 p.m. any works, which might soil the neighbouring stand (e.g. cutting, grounding) are not allowed. For each obligation failure, determined in item 16 Conditions of Participation, the Exhibitor is obliged to pay amount of 1500 PLN netto (as per guarantee clause).

Dismantling:

from 23.09.2018, 5:00 p.m. till 24.09.2018, 6:00 a.m.

1. Before commencing construction of his stand, an Exhibitor constructing a stand on his own account has to submit the stand construction designs of its rented exhibition area as well as design of electrical systems to the Trade Show Technical Office for review. The deadline for presenting the designs for approval is **August 10, 2018**.

2. The Exhibitor is not allowed to begin the assembly of the stands prior to having obtained from the Organiser an approval of the assembly project in writing.

Should the Exhibitor not be able to participate in the Fair on account of his failure to obtain the confirmation of the stand assembly project for failing to abide by stand project appropriateness conditions, he will not be able to advance any claims whatsoever with regard to the Organiser on account of his failure to participate in the Fair or on account of reimbursement of costs incurred with a view to participate in the Fair. The submitted designs should comply with the building law and other regulations and standards binding in Poland, as well as, with the technical and fire protection regulations in force on the Trade Show area. The designs shall be prepared in a scale of 1:50 or 1:100. The construction of exhibition stands must be performed in compliance with the designs approved by the Trade Show Technical Office as well as with the building and fire protection requirements.

The stand structure is 250 cm high. The higher stands are allowed under condition the Organizer will agree on it.

3. Walls and other structural elements of the stand higher than 2.5 meters located at points bordering with other stands and which face neighbouring stands must not have any advertising or other uncovered construction and installation elements.

4. The Organiser's and Trade Fair and Congress Centre personnel are authorised to suspend the construction of stands and remove structural elements at the cost of the Exhibitor if:

- the construction is carried out without awarded localization,
- the construction is carried out without approved design,
- the construction fails to follow the approved design and does not meet the technical and fire protection requirements,
- the construction is carried out on a site not allocated to the Exhibitor,
- the participant has completed technical systems without obtaining approval of the Trade Show Technical Office,
- flammable elements of the construction have not been certified as flame resistant by an authorised institution in Poland,
- it is suspected that the maximum static or dynamic operational load has been exceeded.

If the Exhibitor or any his subcontractor, in result of the stand assembly or dismantling, cause damage on a person or third person's property (including damages or soiling of other stands), he is obliged to restore order on the stands, on which he effected as well as he must repair all arisen damages resulting from it. For each failure of the assembly and dismantling conditions the Organiser may load the Exhibitor with penalty amounted 1500 PLN net (as per guarantee clause).

17. CLEANING

The Organiser is responsible for cleaning of the trade show premises, the halls and the aisles, and also for collecting waste from dustbins located on the stands. The cleaning of stands is a responsibility of the Exhibitor and must always be finished before the opening hours for visitors. Exhibitor may commission another firm approved by the Organiser to do the cleaning on a remunerative basis.

18. SECURITY

The Exhibitor is obliged to provide staff and security for the stand during assembly and dismantling of the stand and at the Trade Show. General security of the trade show halls is the responsibility of the Organiser, who is entitled to take any monitoring measures that may be necessary to ensure their safety. Any special security that is ordered by the Exhibitor may only be provided by a specialised firm, which has been commissioned by the Organiser (**August 10, 2018** at the latest).

19. TECHNICAL SERVICES

The Organiser provides overhead illumination and heating of all the exhibition area. The cost of installing and connecting up specific power terminals (400 V), telephone and fax lines to particular stands will be additionally charged to the Exhibitor. All tie-in connections to the stand border may be done by the organizer only. Internal stand installations may be carried out by other properly licensed companies names of which have earlier been submitted by the Exhibitor to the Organiser. The Exhibitor is responsible for any damage caused by improperly functioning systems within the stand. The Organiser takes no responsibility for any losses or damages arising due to power, data communications and telecommunications interference.

20. HOTEL SERVICES

A list of recommended hotels will be available on demand from the Organiser.

21. EXHIBITORS EVENING RECEPTION

Exhibitors Evening Reception is organised in the duration of the Trade Show.

22. CATALOGUE

The Organiser shall publish the Trade Show Catalogue. All Exhibitors are obliged to supply the Organiser with the content information for their company catalogue entry in compliance with the attached trade show catalogue entry form. The company entry to the trade show catalogue is free of charge.

The Exhibitor is liable for the contents of its catalogue entry and any claims resulting from such content cannot be charged against the Organiser. The deadline for sending complete sets of data for your obligatory catalogue entry is **July 20, 2018**.

23. ADVERTISING ON TRADE SHOW PREMISES

Printed and advertising materials may only be distributed within the rented stand area, not in the aisles, corridors or anywhere else on the trade show premises. Visual, acoustic, and mobile advertising media are permitted if they cause no disturbance to the neighbouring stands. Allowable noise level is 70 decibels. The Organiser is authorised to ban exhibiting and presentation of any advertising media that may give rise to any complaints and secure such media for the duration of the Trade Show.

24. TRADE SHOW INSURANCE AND EXCLUSION OF LIABILITY

1. The Organiser is not liable for any damage or losses of exhibits located on the trade fair site before, during and after the Trade Fair. The Organiser's liability for losses, damage or destruction thereof is explicitly excluded, including those caused by visitors and the trade show personnel of the Exhibitor.

2. The Exhibitor is not liable for any damage caused by: fire, burglary, theft, flooding, including hazards during transportation to and from the Trade Show.

3. It is recommended that the Exhibitors take out civil liability insurance for participating in the trade show as well as insuring of the exhibits. The Exhibitor is obliged to secure exhibits, equipment and devices against any damage or losses at his own expenses.

4. The Exhibitor is liable for any damage to third parties (which occurred while they worked for the Exhibitor), as well as any damage to the building, furniture, systems and the trade show equipment caused by the Exhibitor, its Agents, and Sub-Exhibitors as well as any other person directly or indirectly employed by the Exhibitor.

25. ACCESS OF THIRD PARTIES TO TRADE SHOW AREA

It is forbidden to enter the Trade Show area outside of the opening hours without consent from the Organiser.

26. RESERVATIONS

The Organiser may postpone, shorten, extend, temporarily or partly close or cancel the Trade Show, if such circumstances occur that are beyond the Organiser's control and that require such decisions to be taken. In such cases, the Exhibitor has no right to claim compensation for any damages.

27. RIGHTS OF THE HOST

The Organiser exercises the rights of the host on the entire trade show premises during the assembly and dismantling of the stands as well as throughout the whole period of the trade show. Therefore, the Organiser is entitled to give necessary instructions that shall be binding to all the Exhibitors.

28. PRINCIPLES OF SUBMISSION OF DECLARATIONS

All deadlines indicated in the Participation Conditions are to be understood as the dates of receipt of the given declaration (declaration, resignation, etc.) by the Organiser, and not as the date of posting the said declaration by the Exhibitor. All declarations submitted in connection with participation in the Fair have to be made in writing and served in person, by registered mail, by fax, or by telegram.

29. VERBAL AGREEMENTS

All verbal agreements, particular individual authorisations and permissions require explicit written confirmation from the Organiser.

30. PRESS PATRONAGE

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31. DISPUTES

Polish law is binding and the contract between the parties and any issues not regulated therein are subject to the Polish Civil Code. Any disputes that may arise from this contract fall under the relevant jurisdiction of the Court of the Capital City of Warsaw.