## I. PARTICIPATION TERMS

**1. Organizer**

INTERNATIONAL FAIR PLOVDIV AD organizes all the events held at the Fairgrounds (37, Tzar Boris III Obedinitel Blvd., Plovdiv, Bulgaria).

Mailing address:

**37, Tzar Boris III Obedinitel Blvd., 4003 Plovdiv, Bulgaria**

Telephone operator: +359/32/902 000 Fax: +359/32/962 446

E-mail: exhibitions@fair.bg www.fair.bg

**2. Right of Participation**

The right to participate in the events, organized by INTERNATIONAL FAIR PLOVDIV AD, is granted to Bulgarian and foreign entities engaged in manufacturing and commercial activities, as well as non-profit organizations, provided they have applied for participation and have received a confirmation, or have entered into a special contract for participation with INTERNATIONAL FAIR PLOVDIV AD. INTERNATIONAL FAIR PLOVDIV AD allocates the exhibition area by taking into account the technical parameters of the event, the exhibition categories, to which the exhibits, as specified in the application for participation, are related, and the date of receiving the application form for participation.

INTERNATIONAL FAIR PLOVDIV AD is entitled to

- refuse the display of exhibits not complying with the recognized thematic scope (exhibition categories);
- decline the participation of an EXHIBITOR in case of any outstanding financial obligations to INTERNATIONAL FAIR PLOVDIV AD, if the exhibits do not correspond to the thematic scope of the exhibition event, or for lack of exhibition area.

In particular cases for the benefit of the event, INTERNATIONAL FAIR PLOVDIV AD is entitled to change the allocation, type, dimensions and size of the exhibition area, including after the confirmation of the application. In such cases, the EXHIBITOR has no right to cancel the participation or to claim damages.

**3. Application and Confirmation of Participation**

**3.1.** The participation in the fair and exhibition events of INTERNATIONAL FAIR PLOVDIV AD shall be subject to:

- the General Participation Terms by filing a written application for participation (**Form 1**). A non-refundable application fee shall be charged for some of the exhibition events, as specified in the rates of the respective event.
- a special contract.

The General Participation Terms are binding on the EXHIBITOR unless otherwise agreed upon in a special contract.

The Application for Participation (**Form 1**), completed and signed by the EXHIBITOR, shall be submitted to INTERNATIONAL FAIR PLOVDIV AD within the specified application date. If the application for participation is signed by an authorized signatory, a power of attorney is also required.

Upon confirmation of the application for participation by INTERNATIONAL FAIR PLOVDIV AD, the EXHIBITOR shall register any co-exhibitors/sub-exhibitors by completing **Form 1B** and shall pay the respective application fees. **Form 1B** shall also be filled in for all companies within the framework of the organized (joint and official) participations and all fees due for the co-exhibitors/sub-exhibitors shall be paid.

The written confirmation of the application for participation by INTERNATIONAL FAIR PLOVDIV AD constitutes the conclusion of the participation contract pursuant to the General Participation Terms. The proforma invoice for the application fee and/or rental issued by INTERNATIONAL FAIR PLOVDIV AD on the basis of the submitted application for participation is also deemed to be a written confirmation.

**3.2.** Requests for reduction of the confirmed exhibition area and/or rented exhibition stands/bungalows or cancellation of the participation shall be accepted, if done in writing and received no later than 30 (thirty) calendar days prior to the opening of the event. After this time limit INTERNATIONAL FAIR PLOVDIV AD is entitled to impose on the EXHIBITOR a penalty amounting to 50% of the charge for the exhibition services ordered prior to the cancellation or reduction. In the event that any requests for reduction of the confirmed exhibition area and/or rented stands/bungalows or for cancellation of the participation are submitted within 7 (seven) days before the event opening, respectively in the event of non-participation, INTERNATIONAL FAIR PLOVDIV AD has the right to charge the EXHIBITOR a penalty of 100% of the price for the exhibition services ordered prior to the cancellation, reduction or beginning of the exhibition event.

**3.3.** The EXHIBITOR shall not sublet or in any other way cede the whole or part of the exhibition area/stand/bungalow to third parties without the prior written explicit consent of INTERNATIONAL FAIR PLOVDIV AD. In case of non-observance of this obligation, INTERNATIONAL FAIR PLOVDIV AD shall be entitled to a penalty in the amount of the respective rental as per the rates of the particular event.

## II. EXHIBITION SERVICES

The scope of services covers activities relating to the preparation, holding and completion of the EXHIBITOR's participation.

**1. Exhibition Area Rental**

INTERNATIONAL FAIR PLOVDIV AD offers for rent indoor and/or outdoor exhibition area.

The rental price of exhibition area also includes general lighting and cleaning of the pavilions, security of the pavilions.

Subject to availability INTERNATIONAL FAIR PLOVDIV AD may allocate to the EXHIBITOR upon written application net indoor two-, three- or four-sides-open exhibition area against payment according to the Rates.

Fractions of a square meter shall be charged as 1 (one) sq. m.

Structural elements of the pavilion could be situated within the allocated exhibition area, but they are not calculated in the total size of that area.

The occupation of a larger exhibition area than the allocated one shall be considered an infringement and as a penalty a double rental according to the rates of the particular event shall be charged for such area. The excess area is determined on site by means of a certifying statement signed by representatives of both parties. In the event that the EXHIBITOR refuses to sign such a statement, the latter shall also be signed by two witnesses, who may well be employees of INTERNATIONAL FAIR PLOVDIV AD.

The construction or rental of an exhibition stand on the entire indoor exhibition area is obligatory for all exhibitors.

The exhibition structures erected on the outdoor area shall have a minimum size of 3 m x 3 m and be properly protected against adverse weather conditions.

Exhibits may be removed from the rented exhibition area after the closing hour of the event.

Release of leased areas is not allowed before the announced deadline of the Event. Upon finding a violation of this rule, the EXHIBITOR is charged a penalty fee to the amount of EUR 500.

It is not allowed to leave exhibits and/or stand equipment in the exhibition pavilions and/or open areas beyond the time limits for assembly and disassembly, specified for the corresponding EVENT, without the permission of the ORGANIZER. Upon finding a violation of this rule, the ORGANIZER is entitled to charge to the corresponding EXHIBITOR a penalty fee to the amount of EUR 1000 for each day of delay until the final release of the rented areas of exhibits and/or stand equipment.

**2. Rental of Exhibition Stands and Bungalows from INTERNATIONAL FAIR PLOVDIV AD**

At the request of the EXHIBITOR (**Form 3**), INTERNATIONAL FAIR PLOVDIV AD offers for rent exhibition stands and bungalows built by modular aluminium and customized structures, as well as unique and double-storey stands and bungalows for a period starting two days prior to the opening of the relevant event and ending two days after the closing of that event.

**3. Construction of Exhibition Stands and Bungalows by Exhibitors or Contractors**

The EXHIBITOR executes the construction of exhibition stands and bungalows by himself or assigns this task to a contractor. The relations with INTERNATIONAL FAIR PLOVDIV AD shall be governed by a construction contract.

In view of covering the general costs for electricity and water, cleaning of the common areas and waste disposal, use of infrastructure, overall security and supervision by the authorized departments during the assembly and dismantling periods, the company constructing the exhibition stand or bungalow shall pay a construction fee according to the rates of the respective event.

The design and arrangement plans of the exhibition stands/bungalows require the approval of INTERNATIONAL FAIR PLOVDIV AD and a design plan approval fee shall be charged in accordance with the rates of the respective event. These plans shall comply with the technical and financial requirements stipulated in the construction contract for exhibition structures.

INTERNATIONAL FAIR PLOVDIV AD has the right to refuse entering into a contract with a company constructing exhibition stands and bungalows or providing any other services, if the contractor or the EXHIBITOR have any outstanding financial obligations to International Fair Plovdiv AD, if the design plans do not comply with the technical requirements and safety regulations, if at preceding exhibition events, they have constructed exhibition stands not complying with the technical requirements and safety regulations.

The construction, graphic design and arrangement of the exhibition and advertising areas shall be completed within the specified working hours on the day prior to the opening of the event.

No modifications of the walls, floors, ceilings and other structural components of the pavilions as well as of the pavement of the outdoor exhibition areas are allowed, unless INTERNATIONAL FAIR PLOVDIV AD has given its written authorization. Any damage, caused by the culpable conduct of the EXHIBITOR/CONTRACTOR, shall be eliminated by the latter or by INTERNATIONAL FAIR PLOVDIV AD at EXHIBITOR/CONTRACTOR's expense.

Any wiring from the main power supply panels, telecommunications, water and sewer connections shall be laid by the authorized staff of INTERNATIONAL FAIR PLOVDIV AD and charged as per the rates for the respective event.

**4. Catalogue and Information System**

INTERNATIONAL FAIR PLOVDIV AD publishes official exhibitors' catalogues, lists all exhibitors in the online catalogue and maintains an information system.

The terms and conditions for the entry in the catalogue and information system of INTERNATIONAL FAIR PLOVDIV AD are stipulated in **Form 2**.

By signing the application for participation (**Form 1**) the EXHIBITOR agrees with giving contact information on his company and his sub/co-exhibitors to third parties and with the use of that contact information for the marketing objectives of INTERNATIONAL FAIR PLOVDIV AD.

INTERNATIONAL FAIR PLOVDIV AD bears no responsibility for the accuracy of the information provided by the EXHIBITOR.

The EXHIBITOR announces the innovations to be exhibited at the respective event by completing **Form N**. The innovations are included in the information materials of INTERNATIONAL FAIR PLOVDIV AD and submitted to the mass media and trade visitors.

**5. Additional Services for Exhibitors**

INTERNATIONAL FAIR PLOVDIV AD provides a range of services required for the participation of exhibitors, such as telecommunication services (including Internet access), information, transportation and forwarding services, business meetings, interpreters, assisting staff, advertising, daily cleaning, etc. against payment as per the rates of the relevant event. The services shall be ordered within the specified deadlines by completing the respective order forms.

An information and services centre and restaurants operate at the Fairgrounds. A medical aid centre provides emergency aid within the duration of the trade fair events and ensures urgent medical attendance during the exhibitions.

**5.1. Congresses, Presentations, Seminars, Symposia, Press Conferences**

The Congress Centre of INTERNATIONAL FAIR PLOVDIV AD provides halls of varying capacity, modern technical equipment and offers integrated solutions for the organization of congresses, symposia, seminars, presentations, business meetings, etc. (**Form 7**).

The Press Centre of INTERNATIONAL FAIR PLOVDIV AD organizes press conferences, serves as a mediator between exhibitors and media representatives and carries out PR activities.

**5.2. Advertising**

INTERNATIONAL FAIR PLOVDIV AD provides advertising opportunities for the EXHIBITORS in the specialized fair publications, outdoor advertising, LED video screens, billboards, circulation of advertising material, etc. against payment (**Form 8**).

Any advertising activity outside the exhibition area requires special authorization by INTERNATIONAL FAIR PLOVDIV AD. The distribution of advertising material shall not disturb the other exhibitors as well as the visitors. Musical performances at the exhibition stands shall be agreed in advance with INTERNATIONAL FAIR PLOVDIV AD. The sound level at the exhibition areas shall not exceed 60 dB.

**5.3. Transportation, Forwarding Services and Customs Formalities**

Incoming bonded foreign exhibition goods (exhibits, stand material, stand equipment, advertising material, etc.) are subject to forwarding and customs clearance i.e. loading/unloading operations, settlement of customs formalities; transportation and storage of exhibition goods in a bonded warehouse, transportation and storage of empties and containers (**Forms 15 and 16**).

Such services are rendered by the specialized unit of INTERNATIONAL FAIR PLOVDIV AD in compliance with the Regulations and Requirements for Handling and Customs Clearance of Consignments for the events of INTERNATIONAL FAIR PLOVDIV AD and/or by a forwarding company authorized by INTERNATIONAL FAIR PLOVDIV AD, and are charged in accordance with a separate forwarding tariff (supplement to **Form 16**), applicable for all events. EXHIBITORS are not allowed to perform any loading/unloading operations of exhibition goods, nor to access the Fairgrounds, respectively use EXHIBITORS' own or rented mechanical vehicles (cranes, forklift trucks, etc.). Exceptions are permitted only in the event that EXHIBITORS use their own exhibits for their own loading/unloading operations. In such cases EXHIBITORS shall observe the Traffic Regulations for Motor Vehicles within the Fairgrounds published on the corporate website.

**5.4. Other Services**

INTERNATIONAL FAIR PLOVDIV AD owns hotel facilities, restaurants, an oenotheque. INTERNATIONAL FAIR PLOVDIV AD assists in organizing transfers and booking hotels, private lodgings and restaurants, and offers catering as well as wine tasting at the Fair Oenotheque.

**6. Risk Assumption**

EXHIBITORS shall assume all the risks for damage, loss and theft of their exhibits and stand material, unless occurred through the fault of INTERNATIONAL FAIR PLOVDIV AD and the EXHIBITOR has informed the ORGANIZER about the relevant event by the final day of the event at the latest. To safeguard their own interests, it is advisable that EXHIBITORS insure their property against all possible risks. To reduce the risk of damage during loading/unloading operations, we strongly recommend the exhibition goods (exhibits, machinery, etc.) to be packaged in solid multiple-use shipping cases, appropriately bolted and secured by fasteners/devices, etc., and correctly marked with handling instructions, weights, dimensions, etc. All

other consignments shall have robust packaging on pallets, wrapped and/or strapped. If any EXHIBITOR fails to observe the above requirements, any damage caused by the culpable conduct of that EXHIBITOR shall be covered by him.

**7. Working Hours**

The admission of exhibitors to the rented exhibition areas is stipulated in the application for participation (**Form 1**) for the relevant event, while the admission of contractors under Section II, Article 3 of these General Participation Terms is set out in the Construction Contract.

The fixed working hours can be extended only subject to prior approval by INTERNATIONAL FAIR PLOVDIV AD against payment according to the respective Rates.

INTERNATIONAL FAIR PLOVDIV AD shall also be notified in advance when the EXHIBITORS/CONTRACTORS, executing the construction of stands/bungalows, intend to work on holidays during the specified admission period. The official holidays established in the country shall be deemed non-working days for the exhibitors and the contractors within the specified admission period.

**8. Participation in Competitions for Winning Awards and Diplomas**

EXHIBITORS shall apply for participation in competitions (if any) by completing the respective form and submitting it within the specified deadlines together with the required annotations and supplements. The terms and conditions for the organization and holding of the respective competitions are stipulated in special regulations.

**9. Additional Terms**

INTERNATIONAL FAIR PLOVDIV AD stipulates additional terms for the specific event in the respective application form (**Form 1**) considered as an integral part of the General Participation Terms.

## III. FINANCIAL REGULATIONS AND TERMS OF PAYMENT

The EXHIBITOR shall effect the payment upon receipt of the proforma invoices issued by INTERNATIONAL FAIR PLOVDIV AD, and the amounts due shall be received no later than 30 (thirty) days prior to the opening of the fairs (including the exhibition events held within the framework or simultaneously with the fairs), and 15 (fifteen) days prior to the opening of the exhibitions held separately outside the dates of the fairs, to the bank accounts of INTERNATIONAL FAIR PLOVDIV AD with:

BANK: D COMMERCE BANK AD
BG13DEMI92401000252005 BGN
BG29DEMI92401400257601 EUR
BIG: DEMIBGSF
ACCOUNT HOLDER: INTERNATIONAL FAIR PLOVDIV AD, Plovdiv

All proforma invoices issued in euro (EUR) shall be paid in Bulgarian levs (BGN) at the exchange rate of the Bulgarian National Bank on the day of payment or in the respective currency. All bank transfer commissions are at EXHIBITOR's expense.

Within 5 (five) days after receipt of payment, INTERNATIONAL FAIR PLOVDIV AD shall issue a VAT invoice.

The rented exhibition areas and any services ordered shall be provided to the EXHIBITORS against payment in advance.

Additional services ordered within the duration of the fairs (exhibitions), as well as the relevant penalties, interest on arrears and other outstanding amounts subject to this contract shall be paid by the EXHIBITOR upon receipt of the proforma invoice, but no later than on the last day of the event, except for those services, whose costs are to be established at a later stage. Such payments shall be settled within 3 (three) days after receipt of the proforma invoice.

INTERNATIONAL FAIR PLOVDIV AD shall have the right of lien on exhibits and other materials belonging to the EXHIBITOR until the final settlement of the payment.

Upon settlement of all financial obligations, a permit is issued for the EXHIBITOR to leave the Fairgrounds.

In case of delay of payment of amounts due, INTERNATIONAL FAIR PLOVDIV AD is entitled to a penalty of 0.1% per day on the outstanding amount for the period of delay.

## IV. OTHER REGULATIONS

Any activity to be performed by a third parties within the Fairgrounds, which is not stipulated in these General Participation Terms, shall be subject to prior written authorization by INTERNATIONAL FAIR PLOVDIV AD.

**1. Fire and Work Safety Requirements**

The EXHIBITOR undertakes to observe the fire and work safety rules personally and on behalf of his staff and all the negative consequences resulting from their non-observance are at his expense, including the payment of compensation for damages and future earnings. The staff of the EXHIBITORS and service companies must be acquainted with the emergency evacuation plans of the pavilions.

Additional fire safety precautions need to be taken for exhibits and equipment driven by electric power and releasing heat in operation. When any equipment with increased risk is used or exhibited, it shall be accompanied by all the required documentation complying with the statutory safety regulations. The assembly, dismantling and demonstration of such equipment must be carried out by authorized and qualified personnel. Within the duration of the events, automotive exhibits are not allowed to move on the Fairgrounds outside the exhibition area allocated to the EXHIBITOR, unless given written permission by INTERNATIONAL FAIR PLOVDIV AD.

The EXHIBITOR shall ensure free access to the fire extinguishers and hydrants. The electric installation at the exhibition stands must comply with the safety operation regulations applicable in Bulgaria.

The storage of flammable materials and empty packages at/behind the exhibition stands is forbidden.

Smoking is not permitted in the exhibition pavilions.

**2. Security**

INTERNATIONAL FAIR PLOVDIV AD undertakes the overall security at the Fairgrounds, and at the request of the EXHIBITORS assists in providing alarm systems. The provision of individual security services for the stands and exhibits is charged according to the rates (**Form 12**).

EXHIBITORS displaying weapons, explosives, toxic substances, etc., shall notify INTERNATIONAL FAIR PLOVDIV AD in advance and take care to obtain the required permits on their own account in compliance with the regulations enacted in the country.

The movement of motor vehicles at the Fairgrounds during the events is forbidden, except for the designated parking lots against pre-paid cards or parking permits.

**3. Protection of Personal Data**

**3.1.** As a personal data administrator, INTERNATIONAL FAIR PLOVDIV AD processes and stores data of the EXHIBITORS - natural persons, insofar as those are provided by the exhibitors themselves at the date of their application for participation. The data if physical persons which are publicly available on the commercial company file and which the exhibitor has made publicly available in the Register of Companies kept by the Registry Agency are processed by the International Fair Plovdiv in full compliance with the provisions of the General Regulation on the Protection of Personal Data and the policy for confidentiality and protection of personal data of the INTERNATIONAL FAIR PLOVDIV AD.

**3.2.** In the applications for participation in the respective exhibition only information about the physical person is required - Exhibitor, and when the Exhibitor is a company - the company's data, according to the publicly available information in the REGISTER OF COMPANIES.

**3.3.** The INTERNATIONAL FAIR PLOVDIV AD, does not require and does not collect information containing personal data of persons employed by the EXHIBITOR, as well as of its clients, suppliers or persons related in some way to the respective EXHIBITOR.

**3.4.** Information that any EXHIBITOR or visitor has in any way provided to the International Fair Plovdiv and which is not required and is not subject to storage and processing shall be destroyed in accordance with the established rules for the destruction and deletion of personal data.

**3.5.** When conducting marketing research, INTERNATIONAL FAIR PLOVDIV processes personal data solely for the purposes of the research in question, as they are collected on condition of an explicit consent after confidentiality notice.

**3.6.** Participants in researches fill in a questionnaire form after providing informed consent to participate and process data.
**3.7.** All personal data received from INTERNATIONAL FAIR PLOVDIV in connection with the participation of the exhibitor at the fair events will be processed in accordance with the currently applicable legislation only for the specific purpose and on the stated grounds and will be provided to third parties for processing to fulfill a contractual or a regulatory obligation, and when the purpose of data collection is direct marketing, with the explicit consent of the Exhibitor.

**4. Rights to Intellectual Property Objects**
INTERNATIONAL FAIR PLOVDIV is not liable for any exhibits, trademarks, logos, advertising materials, information, etc. submitted by the EXHIBITOR in the event they do not correspond or in any way infringe the applicable intellectual property protection legislation.

**5. Force Majeure and Unforeseeable Circumstances**
The event may be postponed or cancelled due to force majeure or other unforeseeable or unforeseen or unavoidable circumstances of extraordinary nature. In such cases EXHIBITORS shall be notified of the new time set for the event through ORGANIZER`s website (https://www.fair.bg) or by e-mail to the address specified in exhibitor's application. In case of postponement, change of dates, change of duration and working hours or cancellation of the exhibition, the EXHIBITOR shall not be entitled to any compensation. In case of postponement of the event, any amounts paid by the EXHIBITOR shall be automatically transferred to the new dates of the event.
If the event is terminated after its opening due to reasons beyond the control of INTERNATIONAL FAIR PLOVDIV AD and/or for the reasons specified in the previous paragraph, the EXHIBITOR has no right to cancel his participation or reimbursement of any amounts paid. The same also applies, if INTERNATIONAL FAIR PLOVDIV AD is compelled to close or vacate certain parts of the exhibition area temporarily or for a longer period owing to circumstances beyond its control or to force majeure.

**6. COVID-19 epidemic prevention and control measures**
EXHIBITORS/ORGANIZERS of presentations, conventions, workshops, symposia, press conferences, etc. undertake to apply during the respective event all COVID-19 epidemic prevention and control measures in force at the time of the event as set out by the Minister for Health or any other body, or implemented by the ORGANIZER and published on the website of INTERNATIONAL FAIR PLOVDIV (**https://www.fair.bg**) making sure that they are applied and undertaking to pay any penalties that may be imposed by the competent authorities for violation of the epidemic prevention and control measures or of any relating orders, laws or regulations.

## V. FINAL PROVISIONS

The contractual relations between the parties herein are governed by the Bulgarian Law.
All disputes arising between INTERNATIONAL FAIR PLOVDIV AD and the EXHIBITORS shall be settled through negotiations. If an agreement is not reached, the litigation shall be referred to the Court of Arbitration at the Industrial Association - Plovdiv, and its regulations shall apply.
The parties herein agree that the Court of Arbitration's decision is binding and shall be executed in compliance with the Civil Procedure Code. The Bulgarian Civil Procedure Code shall also apply in the cases of distraint and/or execution on exhibits.
The application for participation, the rates and the forms of the respective event constitute an integral part of these General Participation Terms.
Any message, notice or other communication between INTERNATIONAL FAIR PLOVDIV AD and EXHIBITORS relating to the participation of EXHIBITORS in the events organized by INTERNATIONAL FAIR PLOVDIV AD shall be done in writing.
The written form shall be deemed to be duly observed when such message is sent by mail or courier service with return receipt requested, also by facsimile or by e-mail with return receipt requested, which confirms the successful delivery of the electronic document to the email address (successful mail delivery report).
INTERNATIONAL FAIR PLOVDIV AD reserves the right to make amendments to the General Participation Terms, the forms and the rates and undertakes to notify EXHIBITORS in due time on the corporate website at www.fair.bg. The deadline for such amendments is 35 calendar days prior to opening the event at the latest.
The General Participation Terms are published in Bulgarian and English. In cases of dispute settlement between INTERNATIONAL FAIR PLOVDIV AD and EXHIBITORS, and in court, the Bulgarian text shall prevail.