

### **Rules for Hosted Buyers General Provisions**

#### I. **Definitions of Terms:**

a) Incoming Poland Gdańsk&Pomorskie Region Hosted Buyers Programme – a programme aimed at introducing Hosted Buyers to Exhibitors and vice versa and networking during an event hereinafter referred to as the Programme or INcoming (IPGPR);

b) Organiser – Pomorska Regionalna Organizacja Turystyczna with its registered office in Gdańsk at the following address: ul. Wały Jagiellonskie;

c) Hosted Buyer – a person qualified by the Organiser to participate in INcoming;

d) "no show"- fee of EUR 200 charged in A situation when A Hosted Buyer fails to participate in INcoming without any prior written notification about cancellation of their participation made within a deadline, as provided for herein, or if they are not present at events organised by the Organiser, or, despite their presence in INcoming, they do not comply with the requirements pertaining to meetings; cancellation deadlines and the terms and conditions that have to be met are provided in Sections IV and V;

e) Study Tour- an opportunity to get to know the region and its offers during the thematic study visits.

f) Site inspection – Hosted Buyer's visit in a hotel aimed at making them familiar with the facility.

2. The Hosted Buyers Programme is intended for key decision-makers, managers, organisers, and/or people influencing arrangement of special events, meetings, conferences, exhibitions, fairs, or motivational trips.

3. Agreeing to participation in INcoming, a Hosted Buyer accepts the terms and conditions contained in the Rules below.

# **II. Registration**

1. In order to register themselves as a candidate, a person who wants to participate in the Hosted Buyers Programme shall be obliged to complete all boxes in the registration form placed at the website at the following address: www. incomingpoland.amberexpo.pl

2. Completion of a registration form is not a guarantee of qualification to participate in the INcoming Hosted Buyers Programme. In order to ensure the high quality of the programme for Hosted Buyers, each candidate shall be reviewed in terms of compliance with the qualification criteria for INcoming Hosted Buyers.

3. Candidates shall be selected by the Organiser and shall be notified that they have been qualified to the programme by means of an e-mail or by phone as provided in the contact data section of the registration form.

4. The Organiser reserves the right to reject registration without providing a reason. The Organiser's decision may not be appealed.

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5. Each candidate may send only one application. If more that than one application arrives from one candidate, only the first submission shall be taken into account.

6. All boxes in the registration form must be completed. Any box that is not completed shall result in leaving the application unprocessed.

7. A fee for a resignation from arrival and the no show fee shall be charged against a Hosted Buver's credit card.

8. By accepting the status of a Hosted Buyer, all Hosted Buyers agree to submit their contact data to all exhibitors, exhibition partners, and sponsors.

9. While accepting a status of a Hosted Buyer, Hosted Buyers being natural persons, express their consent to personal data processing by the Organiser with the registered office in Gdańsk at ul. Waly Jagiellonskie 2a to advertising and marketing needs and those related to the performance hereof.

10. A person who has been qualified by the Organiser to participate in the Hosted Buyers Programme shall receive the below items free of charge:

Admission ticket to the INcoming,

Admission ticket to the INcoming official industry evening,

Possibility of participation in pre-organised meetings with the exhibitors they have selected, Three nights in a three- or four-star hotel in Gdańsk

Flight/bus return economy class tickets (selection of the means of transportation is within the Organiser's discretion) from the airports/ railway stations in the territory of Europe, Transfer from the airport / railway station and to the airport / railway station under the INcoming programme,

Catering under the INcoming programme,

Web-based log with the places where additional meetings will be held,

Opportunity to participate in a study tour after fairs

Possibility of participation in the hotel inspection that shall host participants in Gdańsk.

All other costs and expenses, including, inter alia, private trips, paid flight options, paid accommodation options, extension of accommodation, personal shopping, and tourist insurance shall be paid by each Hosted Buyer at their own cost.

10. The Programme does not include in particular:

- Meals, beverages, and room service other than those guaranteed in the programme,

- Phone calls, business services, including fax, copying, luggage transport,

- Laundry, mini-bar, and fees for the movies watched in hotel rooms, gym facilities, hair dresses, beauty parlours, and spa and similar services,

- Souvenirs,

- Excess luggage fees,

- Tourist insurance,

- Fees paid in order to obtain a visa (if applicable).

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# **III.** Participation / Presence

All guestions pertaining to participation in the Programme should be addressed directly to the Organiser. Hosted Buyers are obliged not to contact the INcoming sub-contractors, such as hotels, airlines / bus lines or agencies, directly.

### **IV. Arrangements Pertaining to Meetings**

1. Hosted Buyers who have been gualified by the Organiser shall be obliged to participate in, at least 10 (ten) 15-minute meetings with the Exhibitors in the location designated by the Organizer within one day of participation in INcoming. Appointments with Exhibitors will be pre-arranged by Organiser. Hosted Buyers who fail to make appointments prior to a specific date and/or fail to participate in an on-site inspection shall be obliged to pay a "no-show" fee.

2. Hosted Buyers who shall not be able to attend the appointment, but who are present at INcoming, should contact the exhibitor directly in order to agree on a more convenient date and time.

3. Only one representative from a given company may qualify for the programme. The remaining representatives may participate in the fairs as invited guests (these persons would have to arrange their own trip and stay, accommodation and meals).

4. If one or more persons from the same organisation participate in INcoming as Hosted Buyers, then these persons should make an individual appointment.

5. Meetings shall be monitored and a failure to appear constitutes an infringement on the Rules below. After their arrival, the Organiser shall issue instructions to Hosted Buyer pertaining to verification of their presence.

6. The Organiser shall notify a Hosted Buyer about the date and time of an on-site inspection in the hotel in which Hosted Buyers stays. Hosted Buyers are obliged to participate in a previously scheduled on-site inspection.

## V. Resignations, Reimbursements of Costs

1. If there is a need to resign from participation in INcoming, the Organiser should be notified about it in writing. Resignation shall not be effective until a participant receives confirmation in writing from the Organiser that the resignation has been approved. The resignation lodged on 23 September 2015 or earlier cancels an obligation to pay a "no show" fee, unless the flights / transportation have been accepted and confirmed. If a flight / transportation has been confirmed, the participant shall be charged with the costs at a full rate that shall be charged against a Hosted Buyer's credit card.

2. The Organiser shall charge a Professional Buyer with a "no show" penalty fee when: A Hosted Buyer fails to book the number of appointments with the Exhibitors in the appointment arrangement system prior to closing of the appointment arrangement system, The Organiser concludes that in case of a given participant, the "no show" situation has taken place,

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A Hosted Buyer has failed to participate in INcoming and has failed to notify the Organiser about that fact prior to 23 September 2015,

A Hosted Buyer has failed to participate in a site inspection, study tour.

A Hosted Buyer has skipped three or more previous appointments on a given day of participation in INcoming.

3. The participation and presence of a Hosted Buyer are supervised by the Organizer and exhibitors. In case of non-compliance with the terms and conditions of resignation and "no show", the Organiser reserves a right to revoke the status of a Hosted Buyer.

4. Any and all resignation fees include VAT or tax which is an equivalent to VAT. An invoice with the specification of fees shall be sent to a participant.

### VI. Substitution

1. Substitution for the participant who has lodged a resignation from participation in the Hosted Buyers programme is not acceptable.

2. Upon request of a person who has resigned from participation in the Programme, the Organizer may however accept another person from the same organisation as a substitute, provided that the person who replaces another person submits the registration prior to 23 **September 2015** and shall comply with the gualification criteria. Having been successfully qualified as a person who replaces another person, the Organiser shall not require the original Hosted Buyer to pay resignation fees, unless the flight / transportation has been approved before. If the flight / transportation has been approved, a resigning participant shall be charged with its cost.

3. If the replacing person is approved after **23 September 2015**, the resignation fees shall be required at a full rate, unless other arrangements have been agreed with the Organiser. 4. If the replacing person is not approved by the Organiser, the usual terms and conditions of resignation shall apply relative to the original Hosted Buyer.

## VII. Trip

1. The Organiser shall provide a flight in the economy class or a bus trip for a Hosted Buyer in the area of Europe on the following route: the state of a Hosted Buyer's registered office -Poland - the state of a Hosted Buyer's registered office from the airports / bus stations selected at its discretion within the territory of a Hosted Buyer's state and Poland. A choice of means of transportation is the Organiser's decision.

2. The Organiser shall make efforts to book a flight / transport in a period that are as close to the to the INcoming starting and ending dates as possible.

3. A Hosted Buyer is aware that the booked dates of an arrival or a departure of a flight or a bus trip may be different than the INcoming starting and ending dates. In such situation, a

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Hosted Buyer is obliged to pay any arising costs on their own, including the costs of accommodation, meals, etc. the Organiser has not agreed to pay.

4. If it is impossible to make a reservation for a form of transport selected by the Organiser for the dates close to the INcoming starting and ending dates, a Hosted Buyer shall be obliged to arrange a trip on their own and at their own cost or to resign from INcoming in writing in order to make it effective. In such case, the Organiser shall not charge the "no show" fee to a Hosted Buyer. The resignation is effective if it is submitted to the Organiser prior to 23 September 2015.

5. A Hosted Buyer who wants to organise the trip to INcoming on their own must notify the Organiser directly about it in a registration form and must make effort to make sure the flight/bus arrival/departure dates enable their presence on the selected days and at the times that shall make it possible to fulfil the duties related to the appointments under INcoming.

6. The Organiser shall not be held responsible for any Hosted Buyer who is late for the arranged flight / transportation or any other event related to INcoming.

7. The Organiser reserves the right to charge a Hosted Buyer any fees for changes in trip arrangements made by such Hosted Buyer. Such changes require the Organiser's consent in writing.

8. Any unused air tickets / bust tickets must be returned directly to the Organiser under the pain of charging the "no show" fee to a Hosted Buyer.

9. It needs to be taken into account that Hosted Buyers from some states may need a visa to enter Poland (European Union). It is a Hosted Buyer's obligation to contact the Organiser in order to get a letter of application to have a visa issued and application for a visa on their own. The regular terms and conditions of a resignation shall apply to Hosted Buyers who are not able to arrive due to a failure to get a valid visa.

10. It should be taken into account that getting tourist insurance is an obligation of a given Hosted Buyer. The Organiser does not ensure trip insurance to Hosted Buyers. The trip insurance must cover a time period inclusive of the departure date and the arrival date to your own country.

11. Hosted Buyers are responsible for paying a fee for excess luggage, customs fees, etc. Each Participant is responsible for a legal export of a gift from Poland and legal import to their own country.

12. Hosted Buyers agree to pay any and all costs that have arisen for the use of hotel services and additional services offered by the Hotel prior to the departure date and no later any after the INcoming ending date.

13. The Organiser is not responsible for any amendments and cancellations made by airlines/ bus lines in Hosted Buyers' reservations beyond the Organiser's control. Information on potential changes to the Hosted Buyer's reservation shall be sent by the Organiser to the e-mail address are provided in the form or it shall be provided by phone to the indicated contact number.

14. Any claims arising from cancellation or change, including the delay of a trip by the airline / bus line a Hosted Buyer should address to such line. Airlines are held liable under the terms and conditions of the Warsaw Convention and the Montreal Convention.

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15. Under the INcoming, the Organiser shall provide Hosted Buyer with a return transfer from the airport / bus station to the city where INcoming is held. The pick-up times from the airport / bus station shall be notified to a Hosted Buyer by the Organiser with due notice.

#### VIII. Study tour

1. Under INcoming, the Organiser may provide a Hosted Buyer with free participation in a study tour.

2. A Hosted Buyer who would like to participate in a study trip tour is obliged to tick a relevant box in the registration form.

2. A number of places in each trip is limited. Participation in a study tour shall be decided on a "first come, first served" basis.

3. In case a Hosted Buyer has expressed their interest in participating in a study tour, but would like to abandon this attraction, they must cancel their participation in writing in order to make it effective. The resignation must be submitted to the Organiser no later than by the date of commencement of INcoming. In such case, the Organiser shall not charge a penalty fee for a resignation from a study tour.

4. A Hosted Buyer who has expressed their interest in a study tour, but has failed to participate in it, with an exception of the situation referred to in Section VIII.3 shall be charged with a penalty fee of EUR 50.

# **IX. Final Provisions**

1. The Organiser shall not be held responsible for any damage occurring on the part of persons using the services provided by the Organiser on behalf and for air carriers arising from a fact of that the trip has not taken place due to a Force Majeure event within the meaning of the provisions of the Civil Code, as well as for reasons beyond the Organiser's control, in particular, a strike of airline staff, airport staff, etc.

2. While using the services provided by the Organiser, a Hosted Buyer represents that any and all provisions hereof are clear and comprehensible for them and that they accept them without any objections.

3. Any fees charged to a Hosted Buyer shall be first deducted from their credit card. In case there is no possibility of deducting the entire or a part of the amount, a Hosted Buyer agrees to pay it to the Organiser's bank account within a deadline that is no later than 7 days upon completion of INcoming.

## X. Jurisdiction

The Parties agree that Polish laws are the sole governing regulations. The Organiser and a Hosted Buyer shall resolve any potential disputes in an amicable manner. In case of a dispute that may not be resolved in this way, the Organiser and a Hosted Buyer agree to

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make a Common Court having jurisdiction for the Organiser's registered office as a court competent for hearing a given dispute.

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