INTERMARE

新 BALT MILITARY EXPO

ONLINE INTERACTIVE TRADE FAIR PARTICIPATION REGULATIONS

These Regulations have been drawn up and published pursuant to Article 8.1.1 of the Polish Act of 18 July 2002 on the electronic provision of services and is made available via www.intermare-southbaltic.eu free of charge in a form that allows it to be downloaded, saved and printed. In matters not regulated by these Regulations, the provisions of MTG's general Regulations on the electronic provision of services shall apply.

These Regulations shall bind Exhibitors and Participants of the InterMarE South Baltic Online Maritime Economy Exhibition and Balt Military Expo Online.

Whenever the terms defined below occur in these Participation Regulations for the InterMarE South Baltic Online Maritime Economy Exhibition and Balt Military Expo Online, they are to be understood as follows:

- 1. Organiser or MTG Międzynarodowe Targi Gdańskie SA [Gdańsk International Fair Joint Stock Company] with its registered office at: ul. Żaglowa 11, 80-560 Gdańsk, Poland, entered into the Register of Entrepreneurs kept by the District Court for the City of Gdańsk, 7th Commercial Division of the National Court Register [Sąd Rejonowy dla m. Gdańska, VII wydział Gospodarczy Krajowego Rejestru Sądowego] under KRS No. 0000038362, VAT No. PL 5840253705, Statistical No. (REGON): 001363012;
- Trade Fair InterMarE South Baltic Maritime Economy Exhibition and Balt Military
 Expo with their side events; an event carried out online by the Organiser, on:
 20 April 2021 from 10:00 to 17:00,
 - 21 April 2021 from 10:00 to 17:00,
 - 22 April 2021 from 10:00 to 15:00
 - using a dedicated internet platform, in which any person who meets these Requiations' terms of participation may take part:
- **3. Exhibitor** a legal person or a natural person running a business, who presents products/services compliant with the subject matter of the Trade Fair;
- 4. Participant a legal person or a natural person entitled to participate in the Trade Fair as a visitor;
- 5. User Account an account provided by the Organizer, the possession of which is necessary for the Exhibitor and the Participant to use the Organizer's services offered at the Fair;
- Application actions taken by the Participant or Exhibitor in order to register their participation in the Trade Fair;
- 7. Application Form forms available on the trade fair websites or on dedicated websites of the conferences held as part of the Trade Fair, with their aim to register a Participant for the Trade Fair;
- **8. Exhibitor Application Form** enables an Exhibitor to apply for the Trade Fair, available at: http://intermare-southbaltic.eu or http://baltmilitary.pl;
- 9. Regulations these regulations;
- **10. Confirmation of Participation** a message emailed to the Participant and the Exhibitor by the Organiser to the email address indicated during the Application;
- 11. Platform a set of services, tools and functionalities available at http://interma-re-southbaltic.eu or http://baltmilitary.pl enabling the Participants, in particular, access to the trade fair, conferences and speaker presentations; tools for inviting to and holding online meetings; information about the Trade Fair programme; list of Exhibitors, Exhibitor Directory—available remotely (online) from any location;
- **12. Pass** a virtual identifier confirming the selection of one of the packages of services provided as part of the Trade Fair by the Organiser, along with personalised access details, for each Participant or Exhibitor, to the Platform and services assigned to a given package:
- **13. Consumer** Participant or Exhibitor who is a natural person referred to in Article 22.1 of the Polish Civil Code, i.e. a natural person who places an order not directly related to its business or professional activity;

- 14. Distance contract a contract concluded with the Consumer under an organised system of concluding distance contracts, without the simultaneous physical presence of the parties, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded;
- 15. Online Matchmaking the Organiser's service for the Participants and Exhibitors, covering participation in short online meetings with other Participants/ Exhibitors whose selection is based on an online tool which makes it possible to filter Participants/Exhibitors based on the data and criteria provided by the Participants/Exhibitors;
- 16. Exhibitor Pass the Organiser's paid service for the Exhibitor, carried out online, covering:
 - **16.a.** Access to the Exhibitor's virtual stand and functions offered under its type,
 - **16.b.** Access to the virtual Expo,
 - **16.c.** Access to free virtual conferences,
 - 16.d. Access to the Exhibitor's Profile,
 - 16.e. Option to present the company at the virtual "Cross Border Main Stage,"
 - 16.f. Access to presentations at the virtual "Cross Border Main Stage,"
 - **16.q.** Access to video recordings from conferences;
 - **16.h.** Participation in Matchmaking—basic access (after consenting to participate via a Trade Fair website);
 - **16.**i. Access to the virtual "Salmon Evening" meeting.
- Conference Pass the Organiser's paid service for the Participant, carried out online, covering:
 - 17.a. Access to virtual NATCON conferences,
 - 17.b. Access to presentations at the virtual "Cross Border Main Stage,"
 - 17.c. Access to the virtual Expo,
 - 17.d. Access to free virtual conferences,
 - 17.e. Access to the Participant's Profile;
 - 17.f. Access to video recordings from conferences;
 - 17.g. Participation in Matchmaking—basic access (after consenting to participate via a Trade Fair website):
- 18. Visitor Pass the Organiser's free service for the Participant, carried out online, covering:
 - 18.a. Access to the virtual Expo,
 - 18.b. Access to virtual conferences,
 - 18.c. Access to presentations at the virtual "Cross Border Main Stage,"
 - 18.d. Access to video recordings from conferences;
 - 18.e. Participation in Matchmaking—full access (after consenting to participate via a Trade Fair website);
- 19. Force Majeure denotes an extraordinary event that could not have been foreseen while exercising due diligence required for a professional provision of services; an event which is external to both the Organiser and the Participant or Exhibitor and which, acting with due diligence, cannot be counteracted;
- 20. Data Protection Notice information which the Organiser, as the controller of the Participants'/Exhibitors' personal data, is obliged to provide in accordance with Article 13 of the general Regulation on the protection of natural persons with regard to the processing of personal data and on the free movement of such data of 27 April 2016 (hereunder referred to as GDPR depending on the purpose and legal basis for personal data processing).

§ 1. Terms of Trade Fair participation for Exhibitors

- 1.a. Formal requirements
 - 1.a.a. The condition for participation in the Fair as an Exhibitor is to have or set up an InterMarE User Account. Application of willingness to

- participate in the Fair as an Exhibitor by correctly filling in the Exhibitor Application Form.
- 1.a.b. In order to create an Account, a relevant procedure for creating a User Account must be carried out in accordance with the User Account Regulations. The User Account may be used to register the user for all subsequent editions of the Trade Fair.
- 1.a.c.Registration should be made only electronically (online) on the Exhibitor Application Form available on the website of the Fair http:// intermare-southbaltic.eu or http://baltmilitary.pl. Acceptance of the Exhibitor Application Form by MTG is not tantamount to confirmation of participation in the Fair. The receipt of the Exhibitor Application Form by MTG is not tantamount to a confirmation of participation in the Trade Fair. Prior to making a decision to qualify for participation in the Trade Fair, MTG reserves the right to request the submitting entity to supplement any elements missing from the Exhibitor Application Form. MTG reserves the right to make the decision to qualify for participation in the Trade Fair conditional on the payment to MTG of any outstanding amounts due by a given Exhibitor. MTG will notify the interested entities about the acceptance of their offer of participation and the conclusion of a participation agreement by sending a Confirmation of Participation. The agreement conclusion date shall be construed as the date when the Confirmation of Participation to be processed is emailed to the email address indicated by the Exhibitor.
- 1.a.d. MTG reserves the right not to accept an Application for the Trade Fair without stating any reasons therefor.
- 1.a.e. The prices related to participation in the Trade Fair are specified in the Exhibitor Application Form.
- 1.a.f. Payment for the services provided by MTG shall be made by remitting the required amount to MTG's bank account on the basis of a proforma invoice emailed by MTG with the Confirmation of Participation.
- 1.a.g. MTG shall issue a sales document (invoice) to the entity who is the buyer of the services provided by MTG. If the payer for the trade fair services provided by MTG is a different person (legal or natural person) than the buyer of the services, this entity shall be obliged to indicate the details of the payer for a service (legal or natural person) and submit the payer's written statement on accepting the obligations in this regard. The liability of those persons for their obligations towards MTG shall be joint and several.
- 1.a.h. When the Exhibitor is a foreign entity which does not have a place of business (branch, plant, office, agency etc.) in Poland, this foreign entity shall be obliged to sign and submit to MTG a statement, via the registration system, attached to the Exhibitor Application Form. Should such a statement not be submitted, MTG shall conclude that the services provided to the foreign entity are taxable within the territory of Poland and shall add the value added tax (VAT) due to the value of the services.
- 1.a.i. Failure to make the payment within the deadline shall entitle MTG to withdraw from the concluded agreement. In such a case, MTG shall be entitled to pursue the amounts due for the services provided to date by MTG.

1.b. Technical requirements

- 1.b.a. Participation in the Trade Fair using the Platform requires an appropriately configured computer connected to the Internet. The use of selected functionalities of the Platform is also possible by using compatible tablets and smartphones via a browser.
- 1.b.b. In order to properly use all the functionalities of the Platform and the services offered under the specific types of Passes, the Exhibitor's software and hardware must meet specific technical requirements described at: https://live.intermare-southbaltic.eu/_media/docs/ System_Requirements_EN.pdf
- 1.b.c.MTG or any service provider contracted by MTG shall not be liable for any difficulties in using the service resulting from an incorrect configuration of the Exhibitor's software or hardware, or resulting from problems with the hardware or Internet connection.

§ 2. Terms of Trade Fair participation for Participants

- 2.a. Terms of Trade Fair participation
 - **2.a.a.** The condition of participation in the Fair by the Participant is the creation of a User Account and filling in the Application Form.
 - 2.a.b. After the Participant's details have been correctly entered in the Application Form, the Participant will receive a Confirmation of Participation and a Visitor Pass to the email address provided in the Application Form.
 - **2.a.c.** The provisions of \S 1 point I paragraph 1-5, point II, \S 5 sec. 1 shall apply accordingly.
- **2.b.** Terms of conference participation
 - 2.b.a. The condition for participation in a paid conference (an event accompanying the Fair) organized as part of the Fair is the creation of a User Account and filling in the Application Form on the conference website at baltmilitary.eu
 - 2.b.b. After the Participant's details have been correctly entered in the Application Form, the Participant will receive a Confirmation of Participation and a VAT invoice to the email address provided in the Application Form.
 - 2.b.c.After making the payment, the Participant will receive a Conference Pass to the indicated email address.
 - **2.b.d.** The provisions of § 1 point I paragraph 1-6, 8-9, points. II and § 5 shall apply accordingly.

§ 3. Rights and obligations of the Organiser

- **3.a.** The Organiser reserves the right to close registration for the Trade Fair or its specific parts (additional lectures, workshops, conferences) when the limit of Participants or Exhibitors is reached.
- 3.b. The Organiser reserves the right to prevent participation in the Trade Fair by persons who have not applied through the Application Form or the Exhibitor Application Form, in accordance with the provisions of the Regulations.
- 3.c. The Trade Fair programme will be published at: http://intermare-southbaltic. eu or http://baltmilitary.pl. The Organiser reserves the right to make changes to the Trade Fair programme. Any changes will be disclosed on an ongoing basis at the place of publication. Any changes to the programme by the Organiser shall not constitute grounds for a fee refund in the event of the Participant's or the Exhibitor's opt-out from participation in the Trade Fair. The provisions of §5.2–3 shall apply accordingly.
- 3.d. In the case of acts of God, such as the occurrence of Force Majeure, the Organiser allows the possibility of changing the principles of holding the Trade Fair, including in particular the dates and manner in which it is held. In such a case, the Organiser undertakes to inform the Participants and Exhibitors about the changes by email sent to the email address provided in the Application Forms. Within 7 days of the notification of the change, the Exhibitor and the Participant may opt out from participation in the Trade Fair. The provisions of §5.2.i) and §5.3 shall apply accordingly.

\S 4. Rights and obligations of Exhibitors and Participants

- 4.a. It is prohibited to film and/or record the course of the Trade Fair, speeches, lectures, statements and/or images of other Participants/Exhibitors and/or any other events taking place during the Trade Fair without the Organiser's consent in a written form or at least a documentary form.
- **4.b.** Participants/Exhibitors must not refer to other Participants/Exhibitors, speakers and/or the Organiser of the Trade Fair in a way that violates dignity or is contrary to the general principles of social coexistence.
- 4.c. Participants/Exhibitors are obliqed:
 - **4.c.a.**to behave in a way that does not hinder other Participants/Exhibitors from participating in the Trade Fair.
 - 4.c.b.not to take any actions that could destabilise the operation of the Platform and/or the services provided by the Organiser or any third parties who provide services for the Organiser related to making the Platform available, or that may in any way impede the use of the Platform by other Participants/Exhibitors.
 - 4.c.c. not to try to gain access to resources, services or data to which they

- are not authorised. It is prohibited to use any automated tools to send data to the servers of the Organiser or any third parties who provide services to the Organiser or to download any data from them.
- 4.c.d.to follow the instructions of the coordinating persons on behalf of the Trade Fair Organiser, in particular the instructions regarding participation in the Trade Fair, behaviour during lectures and other undesirable activities that may affect the reception of the Trade Fair by the other Participants/Exhibitors.
- 4.d. The account of a Participant/Exhibitor who does not comply with the provisions of the Regulations may be blocked or deleted, or access to the purchased services may be blocked temporarily or indefinitely. If a Participant/Exhibitor is blocked, they shall not be entitled to any claims against the Organiser, in particular to any claim for a Pass fee refund.
- 4.e. The Organiser reserves the right to temporarily block a Participant's User Account or participation, or access to selected services, if it is determined that the security of the User Account is at risk—for example, if there is a suspicion of hacking.
- **4.f.** Failure to use, pass on or collect a Pass by the Participant/Exhibitor, or failure to use some of the services available under a given Pass, shall not constitute grounds for a refund of the Pass costs.
- **4.g.** The Participant/Exhibitor will be identified by its access details for Platform login.
- 4.h. The Participant/Exhibitor will be able to participate in the Trade Fair (access to specific stages) only on one device. If login is performed on two devices, access to the stages will be allowed on the device on which the login was performed first.
- 4.i. Access to specific stages and additional events depends on the Pass held. Access can be extended only by purchasing a Pass with a higher range of services.
- 4.j. For security reasons, the Organiser may introduce additional precautionary measures and rules of participation in the Trade Fair if such actions are required by applicable laws, including administrative decisions, aimed in particular at the cybersecurity of the Participants/Exhibitors. The Participant/Exhibitor is obliged to subject itself to such precautionary measures and to follow the established rules. In the event of non-compliance with the established procedures, the Organiser reserves the right to prevent the Participant/Exhibitor from participating in the Trade Fair.
- **4.k.** The Participant/Exhibitor who has provided its telephone number in the registration form and given the relevant consent will receive SMS messages from the Organiser during the Trade Fair.
- 4.1. The Organiser enables the Exhibitor to add a social media profile to the Application. Adding social media profiles by the Exhibitor to its profile takes place at the Exhibitor's risk and responsibility. The Organiser shall not be liable for any data and/or information that the Exhibitor has and publishes on social media profiles.

§ 5. Application retraction and withdrawal

- 5.a. The Exhibitor applying for the Trade Fair may cancel its offer of participation or withdraw from the concluded agreement. The cancellation of participation or a withdrawal shall require the form in which the submitting entity has submitted the Application. The withdrawal should be submitted by a person authorised to do so or in accordance with the rules of representation.
- **5.b.** The withdrawal from the agreement:
 - 5.b.a. no later than 15 days prior to the commencement of the Trade Fair shall result in an obligation to pay a handling charge of 15% of the total net value of the package and additional services ordered, as specified in the Exhibitor Application Form. The said amount shall be increased by value added tax (VAT) due, as per the applicable laws.
 - 5.b.b. less than 14 days prior to the commencement of the Trade Fair shall result in an obligation to pay a handling charge of 100% of the total net value of the package and additional services ordered, as specified in the Exhibitor Application Form, and of other services ordered. The said amount shall be increased by value added tax (VAT) due, as per the applicable laws.

- 5.c. In each case, MTG shall be entitled to pursue the gross value of the services provided to date by MTG. Unless the law provides for a longer period, within 90 days from the effective withdrawal date MTG shall refund the value of the participation fee paid, less the gross value of the handling charge and the services provided to date to the Exhibitor.
- **5.d.** MTG reserves the right to withdraw from the Trade Fair participation agreement at any time for reasons related to the Exhibitor. The provisions of §5.2–3 shall apply accordingly.

§ 6. Complaints

- **6.a.** Any complaint submitted by the Participant/Exhibitor regarding non-performance or improper performance of services for reasons attributable to the Organiser should contain at least the following components:
 - 6.a.a. first name, last name and contact details of the person filing the complaint.
 - 6.a.b. Account email (login) of the Participant whom the complaint concerns,6.a.c. subject of the complaint, including the circumstances which substantiate the claim,
 - **6.a.d.** signature of the person submitting the complaint and the date.
- **6.b.** The complaint should be sent by email to the following email address: intermare@mtgsa.com.pl or by postal mail to the Organiser's mailing address.
- 6.c. A response will be provided in the form in which the Organiser has received the complaint, to the [email or postal] address provided in the Application.
- 6.d. The complaint will be reviewed and served within 14 days from the date of its receipt, unless the applicable regulations set a different deadline.
- **6.e.** In a situation where it is necessary to obtain additional clarifications from the Participant/Exhibitor in order to review the submitted complaint, the deadline for responding to the submission will be additionally extended to include the time when clarifications were provided.

§ 7. Liability

- **7.a.** With due regard to the limitations resulting from these Regulations and the mandatory provisions of law, the Organiser shall not be liable for:
 - 7.a.a.any damage ensuing from any actions or omissions of persons for whom the Organiser is not liable,
 - 7.a.b. any damage caused by Participants/Exhibitors,
 - 7.a.c. any damage caused by Force Majeure.
- 7.b. Pursuant to Article 558 §1 of the Polish Civil Code, the Organiser's liability under a warranty towards the Participant/Exhibitor who submits the Application as part of the Participant's/Exhibitor's business or professional activity shall be excluded.
- 7.c. The Organiser shall not be liable for any damage in the form of loss of profit, consequential expenses, inability to use, delays, etc.
- 7.d. The Organiser's liability towards the Participant/Exhibitor who submits the Application as part of the Participant's/Exhibitor's business or professional activity, regardless of its legal basis, shall be limited—both as part of a single claim and for all claims in total—up to the amount of the fee paid.
- 7.e. The Exhibitor/Participant shall be fully liable for any actions performed by the Exhibitor/Participant or by those submitted by the Exhibitor/Participant to use the Pass services, which have been undertaken by them on the Platform and which have or may have an impact on the use of the Platform and the services made available on it.
- 7.f. The Exhibitor/Participant shall be fully liable and carry all and any risk for any possible claims from any third parties against MTG in connection with any actions or omissions of the Participant/Exhibitor or any persons for whom the Participant/Exhibitor is liable, in particular for any injury and/or damage caused to any third parties in relation to any infringement of their economic or moral copyrights, patent rights, personality rights and/or image rights, and agrees to cover all and any damage or loss suffered by MTG as a result thereof. If any third parties make any claims regarding, in particular, any infringement of copyrights, patent rights, personality rights and/or image rights, the Participant/Exhibitor shall satisfy all and any proprietary claims by such parties, especially resulting from any possible settlement or court ruling in favour of such parties. The Participant/Exhibitor also agrees

to refund the costs (including legal fees) incurred by MTG in relation to any court and/or pre-litigation proceedings resulting from the above.

§ 8. Additional provisions pertaining to Consumers

If the Participant/Exhibitor is a consumer or a natural person running a business who conducts, with the Organiser, a legal transaction that is not related to the business/professional activity run by that person, the following provisions shall also apply.

- 8.a. The Organiser ensures that, at the latest when the Consumer expresses its intent to be bound by a contract, the Organiser will provide the Consumer with the information referred to in Article 12.1 of the Polish Act of 30 May 2014 on consumer rights (Journal of Laws 2014.827).
- 8.b. Pursuant to Article 17.1 of the Act of 30 May 2014 on consumer rights [Journal of Laws 2014.827], immediately before the Consumer places an order, the Organiser, as the seller, will provide the Consumer, in a clear and visible manner, with information about the main features of the service being ordered, the total price including taxes and other costs.
- 8.c. Pursuant to Article 17.2 and 3 of the Act of 30 May 2014 on consumer rights (Journal of Laws 2014.827), the Consumer, at the time of submitting the Application involving the necessity to make a payment, will be asked to explicitly confirm that the Application entails an obligation to pay.
- 8.d. The Organiser as the seller, pursuant to Article 21.1 of the Act of 30 May 2014 on consumer rights (Journal of Laws 2014.827), will provide the Consumer with a confirmation of the conclusion of the contract (Confirmation of Participation) by email to the email address provided by the Consumer.
- **8.e.** The Organiser as the seller undertakes to provide the Consumer with the service ordered (Pass) free from any physical and/or legal defects.
- **8.f.** Pursuant to Article 27 of the Act of 30 May 2014 on consumer rights (Journal of Laws 2014.827), the Consumer may withdraw from the service purchase contract within 14 days without stating any reason therefor.
- 8.g. To meet the deadline for contract withdrawal, it is sufficient for the Consumer to send a statement before the expiry of this deadline to the following email address: intermare@mtgsa.com.pl.
- **8.h.** In the case referred to above, after receiving a statement of the Consumer's withdrawal from the Pass purchase contract, the Organiser will block and then cancel the purchased Pass.
- 8.i. The Organiser will refund the price paid by the Consumer for the purchase of the Pass within 14 days from the date of the Consumer's withdrawal to the bank account indicated by the Consumer in the statement of withdrawal or, in the absence of such data, to the bank account from which the payment for the purchase was made.
- 8.j. If the deadline indicated in §8.1 expires on the day when the Trade Fair begins or later, the last day of contract withdrawal shall be the day preceding the start of the Trade Fair until 23:59 (11:59 p.m.) and from that point the Consumer shall lose the right to withdraw, which the Consumer is aware of and agrees to.
- **8.k.** On the day when the Trade Fair begins, due to the fact that service provision by the Organiser has commenced in accordance with the dates, withdrawal shall no longer be possible.
- 8.1. To meet the deadline for contract withdrawal, it is sufficient for the Consumer to send information regarding the exercise of the Consumer's right to withdraw from the contract before the contract withdrawal deadline according to the following template:
 - 8.l.a. first and last name
 - 8.l.b. address
 - 8.l.c. bank account number
 - **8.1.d.** statement to the following effect:
 - **8.l.e.** "I hereby submit a statement of withdrawal from the purchase contract concluded on [date]. Please refund the price paid to my bank account. signature."

§ 9. GDPR Notice

9.a. The Controller of your personal data is Międzynarodowe Targi Gdańskie SA with its registered office in Poland, 80-560 Gdańsk, ul. Żaglowa 11, entered into the Register of Entrepreneurs kept by the District Court in

- Gdańsk, 7th Commercial Division [Sąd Rejonowy w Gdańsku, VII Wydział Gospodarczy], KRS No. 0000038362, VAT No. PL 5840253705, with the initial capital of PLN 39,171,700.
- 9.b. The Controller can be contacted in writing at the address provided in §9.1 or by email at: do@mtqsa.com.pl.
- **9.c.** The provided personal data, including the image registered during the Fair, will be processed for the purposes of:
 - 9.c.a.registration for the Fair, contact with Exhibitors and Participants as part of organizational activities preceding the Fair, as well as registration and recording of the Fair pursuant to art. 6 sec. 1 lit. a) GDPR, i.e. on the basis of consent, which is signing up for the Fair
 - 9.c.b. performance of the concluded contract pursuant to art. 6 sec. 1 lit. b) GDPR, i.e. processing is necessary for the performance of a contract to which the data subject is party or to take action at the request of the data subject prior to entering into a contract,
 - 9.c.c. any possible establishment, exercise or defence of legal claims between the data subject and the Controller—based on GDPR Article 6.1.f), i.e. based on a legitimate interest pursued by the Controller, namely the possibility of exercising legal claims,
 - 9.c.d.archiving (evidence) in pursuit of the legitimate interest of safeguarding information in case of a legal need to demonstrate facts and/ or demonstrate the performance of obligations—based on GDPR Article 6.1.f).
- 9.d. In order to provide the Matchmaking online service, the data may be used to the extent necessary to profile Participants / Exhibitors during the Fair.
- 9.e. Personal data may be disclosed to administrator service providers, ie IT, advisory, legal, accounting, entities authorized by law, such as the police, tax authorities, court, prosecutor's office, customs authorities, and our subcontractors acting on our behalf.
- 9.f. Personal data may be made available to entities and bodies authorized to process such data on the basis of legal provisions, and in the case of events financed from state institutions, also to these entities for the purpose of making appropriate settlements.
- 9.g. The Controller does not intend to transfer personal data to countries outside of the European Economic Area or to an international organisation.
- **9.h.** Personal data will be processed over the following period:
 - 9.h.a. with regard to the performance of a contract concluded with the Controller, i.e. participation in the Trade Fair or another event organised by MTG, personal data will be processed throughout the contract validity period until its performance is completed and it is paid for, and throughout the period in which the commonly applicable laws mandate that the Controller stores the data,
 - 9.h.b. with regard to the Controller's operations, including statistics and reporting, personal data will be processed throughout the existence of the Controller's legitimate interests, which are the basis for such processing, and for a period in which laws mandate that the data be stored by the Controller,
 - 9.h.c.for archiving (evidence) purposes in pursuit of our legitimate interest of safeguarding information in case of a legal need to demonstrate facts and/or demonstrate the performance of obligations—throughout the existence of the Controller's legitimate interests, which are the basis for such processing, and throughout the period in which laws mandate that the data be stored by the Controller,
 - 9.h.d. for the purposes indicated in freely given consent—throughout the period indicated in the consent or until it is withdrawn, whichever occurs first.
- 9.i. After the expiry of the periods described above, personal data will be stored until the limitation periods for any possible legal claims have expired.
- 9.j. The Exhibitor / Participant acknowledge and agree that their participation in the Fair, depending on the services provided by the Organizer, will be visible online to other Participants / Exhibitors. Participants of conferences and interactive meetings independently provide their data during participation (e.g. nickname, first name, company name), which are visible during conferences or meetings, which they can change at any time. Depending on the

services provided, Exhibitors and Participants may share their image and voice. At any time, the Exhibitor or Participant can turn off their webcam and microphone and thus prevent the recording of their image / voice. Participants/Exhibitors have the right of access to personal data, the right to have them rectified, erased, processed in a restricted way, the right to object to data processing, the right to personal data portability.

- **9.k.** In the scope in which personal data processing is based on consent, a data subject has the right to withdraw it. The withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal.
- 9.1. In order to exercise the rights listed above, please contact the Controller (contact details as provided above).
- **9.m.** Every data subject has the right to lodge a complaint with the supervisory authority in charge of personal data protection (President of the Polish Personal Data Protection Authority (UDDD)).
- 9.n. Providing the data is voluntary—but necessary to the extent in which we process personal data for the purpose of entering into and performing a contract with the Controller (in particular to the extent necessary for the processing of orders, Trade Fair participation agreements, for holding the Trade Fair, conferences, side events and other events, and settling any payments related thereto), while failure to provide the data may result in a refusal to conclude a contract.

§ 10. Final provisions

- **10.a.** MTG's passing on of any materials or granting of any permits must not be construed as selling or purchasing any rights in them.
- 10.b. Application for the Trade Fair is tantamount to expressing free-of-charge consent, unlimited in quantity, time or territory, to gratuitous use, processing, reproduction and multiple dissemination of the Exhibitor's/Participant's image captured in photographs taken and recordings made during the Trade Fair carried out online, without the need to approve them every time, for information, promotion and advertising purposes of the Trade Fair. The consent referred to above covers all and any forms of publication, in particular broadcasting on television, in the press and on the Internet, including on the websites at http://intermare-southbaltic.eu or http://baltmilitary.pl, open and/or closed websites and/or on social media: Facebook, Twitter, Instagram, YouTube, etc.
- 10.c. Any disputes which may ensue from participation in the Trade Fair and/or from the services provided by MTG shall be settled by the materially competent common court in Gdańsk, Poland. For the settlement of any disputes, the Polish version of these Regulations shall prevail. The interpretation of the provisions hereof shall be governed by the Polish law.
- 10.d. MTG shall not be liable for the operation of the Internet network via which the Participants/Exhibitors apply to participate in the Trade Fair and take part in it, especially for any disruption in the operation of ICT links, servers etc.
- 10.e. The provisions of these MTG Regulations are effective as of the date of their publication at http://intermare-southbaltic.eu or http://baltmilitary.pl. MTG has the right to change the contents of these Regulations at any time.