

## **Regulations of participation in training courses "WeedFest Warsaw 2023"**

**at DT Bracia Jabłkowscy**

**Bracka 25 street in Warsaw on May 27-28, 2023.**

### **DEFINITIONS**

**Lessor** - Rimarif Partners Sp. z o.o. with its registered office at 9/4 Arcangela Corellego Street, 03-289 Warsaw, Poland

**Space Rental Form (Form)** - a document binding the Lessee and the Lessor regarding the Commercial Stand, the rental price and other important information.

**Commercial Stand** - commercial space given to the Lessee on the basis of the Regulations and the Rental Form.

**Tenant/Lessee** - all business entities presenting their products and services and performing training roles during the lease of the commercial space.

**Products with certain characteristics** - these are products subject to sale only to adults.

**Commercial and training area** - a place that allows the sale of Tenants' products, products and services and conducting training related to the subject matter of the training at the Bracia Jabłkowscy Department Store in Warsaw, 25 Bracka Street, on May 27 and 28 from 10.00 - 19.00 and 11.00 - 18.00.

**Participant of the training** - persons visiting the commercial and training area, members of the public who have purchased an admission ticket to the commercial and training area.

### **§ 1 GENERAL PROVISIONS**

1. The provisions of these Regulations, hereinafter referred to as "Regulations", determine the terms and conditions of participation in training and trade exchange entitled "WeedFest Warsaw 2023". "WeedFest Warsaw 2023", hereinafter referred to as "commercial and training area", the lessor and organizer of which is Rimarif Partners Sp. z o.o. with its registered office in Warsaw at Arcangela Corellego 9/4, 03-290 Warsaw, registered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, 13th Department under KRS No. 0000521195, NIP 5223018519, hereinafter referred to as Lessor.

Address for correspondence: Rimarif Partners sp. z o.o. 9/4 Corellego Street, 03-289 Warsaw.

2. Trade exchange and training shall take place in Warsaw in the Bracia Jabłkowscy Department Store, 25 Bracka Street, on the first floor, 1st and 2nd floor, on 27 and 28 May in the hours of 27.05.2022 (10.00-19.00) and 28.05.2022 (11.00 - 18.00) with the possibility of extending the opening hours of the trade area and extending the training, after prior notification to the Lessees and Participants of the training.

3. Hirers and Training Participants are required to comply with the provisions of these Regulations.

4. The provisions of the Regulations are an integral part of the Space Rental Form, hereinafter referred to as the "Form" or "Space Rental Form". The Regulations together with the Form constitute an integral whole and shall be understood as the Agreement.

5. In order to limit the number of Trainees in the commercial-training space, the Lessor shall introduce paid entrance to the commercial-training space.

6. Rental of commercial and training space is not a mass event within the meaning of the Law of March 20, 2009 on the security of mass events.

## **§ 2 CONDITIONS OF ENTRY TO THE COMMERCIAL-TRAINING AREA FOR TRAINEES**

1. Commercial and Training Area for Training Participants is available on May 27 and 28 from 10.00 a.m. to 7.00 p.m. and 11.00 a.m. to 6.00 p.m. The Lessor reserves the right to shorten or extend the opening hours of the Commercial and Training Area.

2. A participant in training is any person who has purchased an entrance ticket at the entrance to the Commercial and Training Area on the day of training or via the Internet and has a paper bracelet issued at the entrance to the Commercial and Training Area.

3. The price list of tickets is provided on the page of the Hirer of the Commercial and Training Area.

4. The Hirer reserves the right to temporarily suspend the admission of Trainees to the Commercial-Training Space for security reasons, once the maximum number of Trainees present in the Commercial-Training Space at any one time has been reached.

5. Trainees of legal age when purchasing products with certain features from the Landlords must have an identity document that allows verification of the age of the Trainee.

6. Products with certain characteristics shall be understood as products subject to sale only to adults.

7. In the case of minors, the Lessor will refuse to sell products with certain characteristics.

8. Minors under 13 years of age may enter the commercial and training area only under the supervision of an adult.

9. It is forbidden to bring the following items to the area of the commercial and training area: firearms, edged weapons, alcohol, narcotics and psychotropic drugs, ammunition, air weapons, explosives, toxic and/or corrosive materials, flammable materials, and others that may endanger the health and life of other Trainees. In addition, it is forbidden to bring playing equipment that will disrupt order in the commercial and training area.

10. The security of the commercial and training area, at the request of the Lessor, may eject or remove a Trainee who violates these Regulations, or who repeatedly and obtrusively obstructs other Trainees from participating in the commercial exchange and training.

11. In the area of the trade and training area, it is strictly prohibited to consume alcohol, smoke cigarettes and e-cigarettes and consume intoxicants and psychotropic drugs.

12. By purchasing a ticket, the Trainee accepts and agrees to abide by these Rules and Regulations and to comply with the decisions of the Lessor and Security of the commercial and training area.

13. On the premises of the commercial and training area, the Trainees undertake to observe the principles of hygiene, including wearing protective masks and disinfecting their hands or putting on protective gloves.

## **§ 3 CONDITIONS OF LEASE OF COMMERCIAL SPACE**

1. Renter of commercial space for the commercial and training days specified in these Regulations present an offer of products and services consistent with the subject matter of the training, as well as perform a training function by answering questions of the Participants of the training, the Renter may allow to offer

products and services deviating from the subject matter of the commercial and training exchange as an exception.

2. Expression of the desire to rent trade and training space is the sending (via a form on the website [www.weedfest.pl](http://www.weedfest.pl) or exceptionally via email) by the Tenant, properly completed by an authorized person Form to the Lessor, and confirmation of acceptance of the Form by the Lessor (via email) constitutes the conclusion of the Agreement between the Tenant and the Lessor.
3. Submission of the Form shall be tantamount to the submission of an offer to lease commercial space for a specific period of time. The date of receipt of the Form is the date of submission of the offer.
4. The Lessor reserves the right to refuse to accept the Form without giving any reason.
5. The minimum commercial area for the landlord to exchange commercial and training: Stall A - 6m<sup>2</sup>, Stall B - 9m<sup>2</sup>, Stall C - 12m<sup>2</sup>, Stall D - 16m<sup>2</sup>. Adjacent trade stands can be combined in any number.
6. The Lessee is obliged to pay the fee for the leased space included in the Form in two tranches to the bank account of the Lessor given on the proforma invoice sent by the Lessor to the Lessee on March 31, 2023 at the latest:
  - a. in the amount of PLN 300 net (reservation fee) within 7 days from the date of receipt of the Proforma Invoice for the reservation fee by the Tenant,
  - b. the remaining amount, which is the difference of the total order amount less the reservation fee.
  - c. In case of reservation of commercial space after March 31, 2023, the proforma invoice will be issued for the full amount of the Order.
7. the Lessor agrees to issue a VAT Invoice for the full amount upon receipt of the full amount for the rental space, no later than 14 days after receipt.
8. In the event of non-payment of the Reservation Fee or the Space Rental Fee included in the Form within the prescribed period, or in the event of a significant breach of good morals, or failure to comply with the Rules and Regulations, by the Lessee, the Lessor reserves the right to cancel the Form for a given Lessee and terminate the Rental Agreement with immediate effect.
9. In connection with the above, at the same time the Lessor may demand payment of all amounts due under the Agreement between the Lessee and the Lessor. Payment of the full amount due shall not relieve the Lessee from liability, who may be held liable to pay compensation to the Lessor for resulting losses.
10. Participation in the trade by the Lessee is not a guarantee of material and non-material benefits, and the Lessee declares that he accepts this state of affairs.
11. the Hirer declares that upon acceptance of the Form, the Hirer consents to the use of his image, logotype and/or name by the Lessor for promotional purposes and all purposes related to the organization of commercial and training space before, during and after the training and trade exchange.
12. The Lessee represents that it owns the copyrights, necessary licenses, certificates and rights to perform the agreement concluded with the Lessor and all products, services and training offered by the Lessee are free from defects and from claims of third parties. In the event that third parties make claims against the Lessee arising from infringement of rights, the Lessee shall be obligated to settle all claims.
13. The Tenant shall not be entitled to make any changes to the leased premises or the building that would be permanent or interfere with the substance of the premises.

14. the Landlord declares that it is not responsible for illegal acts and violations by Tenants and third parties on their leased spaces.

15. the Landlord reserves the right to change the location of commercial stands while maintaining the number of square meters of individual commercial stands by the Tenants, for technical reasons or resulting from organizational considerations, and the Tenant declares that it will not claim compensation from the Landlord on this account.

16. The Tenant undertakes to take care of the good name of the Landlord before, during and after the closing of the commercial and training area, while the Landlord declares that it will exercise full diligence to take care of the good name of the Tenant, stipulating that it will not, for the time being, compromise the good name of the Landlord.

17. After closing the commercial and training space, the Tenant shall clean up and leave the commercial space in the condition in which the space was received.

18. The Tenant shall return the leased space in its original condition no later than 11:00 p.m. on May 28, 2023. If the time is extended by the Tenant, the Landlord may impose a contractual penalty on the Tenant in the amount of PLN 15,000 net for each started day of delay in handing over the commercial space after the cut-off time. Payment of the contractual penalty does not exclude the possibility of the Landlord to seek redress of damages on general principles. In addition, items left behind by the Lessee will be removed at the expense of the Lessee by the cleaning service, and the Lessee will not be able to assert its claims related to the loss.

19. In the event that any item given to the Tenant is damaged or left untidy in the space leased by the Tenant, the Landlord may charge the cost of repairs, if repair is possible, or the purchase of a new item that has been damaged or the cleanup of items that have been damaged as a result of the Tenant's carelessness. A VAT invoice charging the repair or the cost of purchasing a new item or cleaning up will be issued and sent electronically to the Hirer with immediate payment. The Hirer accepts and agrees to charge all costs of repair or purchase of a new item damaged or cleanup on the part of the Lessor.

20. It is forbidden for the Lessee to dismantle the stands and/or remove the products during the opening of the commercial and training area for the Participants, it is possible only after the closing of the commercial and training area on the last day of the training.

a) In the event of disassembly of the stand by the Hirer or the absence of the Hirer from the commercial and training exchange area during its duration, the Lessor reserves the right to charge the Hirer a contractual penalty of PLN 1000 net.

21. Sales at the Tenant's trade stand shall comply with all legal regulations.

22. the Tenant shall comply with fire safety rules, health and safety rules and sanitary and hygienic rules during the opening of the commercial and training area, including, in particular, the Tenant shall provide on his own protective masks and protective gloves for himself and persons associated with the Tenant.

#### **§ 4 WITHDRAWAL FROM THE AGREEMENT**

1. The Lessee shall have the right to withdraw from the contract without giving any reason and without incurring costs up to 14 days from the date of acceptance of the Form by the Lessor.

2. If the Lessee withdraws from the contract after 14 days from the date of confirmation of the Form by the Lessor, but no later than March 31, 2023. The reservation fee for the stand shall be forfeited.

3. In case of withdrawal from the contract by the Lessee after the deadline of March 31, 2023 but no later than April 27, 2023. The Lessee agrees to pay to the Lessor a contractual penalty of 50% of the total amount of the rental agreement.
4. If the Tenant withdraws from the contract after April 27, 2023. The Tenant shall pay to the Lessor a contractual penalty in the amount of 90% of the entire amount of the rental agreement included in the Form.
5. The Lessor agrees to issue a VAT Invoice to the Lessee within no more than 14 days from the date of receipt of the amounts specified in § 4 items 2 and 3 and send it electronically to the email address provided in the Form.
6. Withdrawal from the contract is required in writing under pain of invalidity sent by mail to the Lessor's mailing address or by e-mail to the indicated e-mail address weed@weedfest.pl of the Lessor.
7. In the event that the opening date of the commercial and training area is moved for reasons not attributable to the Lessor, all Fees and the Reservation of the commercial stand shall be automatically transferred to the new opening date of the commercial and training area. The Lessee has the right to cancel the Reservation of the trade stand on the new date, and the entire amount paid shall be refunded to the Lessee within 14 days from the date of informing the Lessor in writing of the Lessee's cancellation of the new opening date of the trade and training area.

#### **§ 5 PROMOTIONAL ACTIVITIES DURING TRAINING AND TRADE EXCHANGE**

1. The Lessee shall have the right to promote its own products and services through banners, roll-ups, flyers, brochures and folders and other training materials only within its own trade stand.
2. The lessee who wishes to promote the commercial stand in the manner listed in § 5 item 1 outside the leased space is required to obtain the prior consent of the Lessor and pay a fee.
3. Advertising materials placed without the consent of the Lessor outside the area of the commercial stand shall be removed at the expense of the Lessee and persons who allow the distribution of advertising materials shall be charged a penalty of 2000 PLN net and shall be payable on the basis of an issued VAT invoice within 7 days from the date of issuance of the VAT invoice and its delivery to the Lessee and the cost of repairing the damage resulting from this violation.
4. Advertising materials placed without the consent of the Lessor by outsiders who are not the Lessee shall be removed from the area of the commercial space and at the expense of that person shall be removed all advertising materials distributed by that person, in addition, the person shall be charged a penalty of PLN 3000 net and shall be payable on the basis of an issued VAT Invoice within 7 days from the date of issuance of the VAT Invoice and the costs of repairing the damage resulting from this violation.
5. The Landlord shall not be liable to the Trainees or the inspection authorities for the contests and raffles organized by the Tenant at the Commercial Stand, as well as the entire commercial and training area, and for their compliance with the relevant regulations. The Hirer organizes such attractions at its own risk.

#### **§ 6 ORGANIZATION, SECURITY, CLEANING, LIABILITY**

1. The Lessor shall provide general security during the opening of the commercial and training area and shall be entitled to all control measures to ensure the best possible safety of all Trainees and Lessees.
2. The Lessor shall not be responsible and shall not assume any duty of care for the exhibits and equipment on the trade stand. The Hirer shall indemnify the Lessor for their loss, destruction or damage, including that caused by the Trainees or other Hirers.

3. During the assembly, disassembly and during the opening of the trade and training area for trade between the Hirers and the Trainees, each Hirer shall be responsible for the operation and supervision of the trade stand.
4. The Landlord shall ensure the supply of electricity and other utilities during the opening of the trade and training area, with the proviso that the Landlord shall not be responsible for the due provision of services by external suppliers of the so-called utilities to the building, including the supplier of electricity, heating and water. Circumstances on the part of these suppliers will be considered a case of force majeure, provided they are not the fault of the Landlord.
5. Tenants' belongings left in the building during the closing hours of the commercial and training area, if they represent a value greater than PLN 2,000, will be handed over to the building's landlord upon receipt, and will be stored in a specially designated place during the closing hours of the commercial and training area. If valuable items are left elsewhere, the Lessor shall not be responsible for their loss or theft.
6. The Lessor shall not be liable, including material liability, for damaged or lost items caused by the Training Participants and other Lessees. The perpetrators of the damage shall be responsible for all damages.
7. The Lessee shall, on his own and at his own expense, have liability insurance.
8. the Hirer shall be entitled to a separate number of badges entitling the Hirer to enter the trade and training area during the installation and dismantling of trade stands and during the opening hours of the trade and training area for the Training Participants.
9. The Tenant on the day of installation is required to report to the Landlord or a person delegated by the Landlord to serve the Tenants. The Tenant will be informed by email or telephone who on behalf of the Landlord will be delegated to serve the Tenants.
10. each person on the part of the Tenant during the assembly/disassembly and during the opening hours of the commercial and training area to the Trainees, are required to visibly display an ID badge, otherwise the Lessor or the Security of the commercial and training area reserves the right to remove persons without ID badges in order to maintain safety for the Tenants and the Trainees.
11. the Lessee declares that it will not resell the stand or sublease any part of it to another Lessee without the express consent and permission of the Lessor.
12. the Tenant agrees to co-promote the opening hours of the commercial and training area entitled. "WeedFest Warsaw 2022" via its website and/or social media and/or hanging posters, delivered to the Tenant by the Lessor, in the Tenants' stationary stores.
13. The Landlord reserves the right to take photos and film trade stands with the Tenants and Training Participants and use them for the Landlord's own purposes including, in particular, promotional and marketing purposes. Lessees and Trainees shall not claim any compensation or remuneration on this account.
14. The Lessee may decorate the walls of the commercial stand, provided that they are not damaged or destroyed in any way, otherwise the provisions of § 3 item 19 of these Regulations shall apply.
15. the Landlord reserves the right to remove from the commercial and training area without reimbursement of any costs, persons:
  - a. Those who do not have a valid admission ticket to the commercial and training area or a Tenant's badge.

- b. Being under the influence of alcohol or intoxicants or psychotropic drugs, behaving aggressively and/or vulgar and/or violating Polish law.
- c. Minors who do not have the consent of their guardian to be in the commercial and training area during its opening hours.
- d. Attempting to enter the commercial and training area with items mentioned in § 2 pt. 9 of these Regulations.
- e. Behaving in an inappropriate manner, violating principles of good morals, including violating bodily integrity or personal dignity of other Trainees, Lessees or Lessor and persons present in the area of commercial and training space during its opening hours.
- f. Violating the provisions of Polish law or the provisions of these Regulations.

A person expelled from the commercial and training area by the Lessor or at the Lessor's request waives all claims against the Lessor. At the same time, the Lessor reserves the right to report any violations of Polish law to the appropriate services.

#### **§ 7 COMPLAINT**

1. A complaint should be addressed to the Lessor only in writing sent electronically to [weed@weedfest.pl](mailto:weed@weedfest.pl) or by mail to the mailing address of the Lessor Rimarif Partners Sp. z o.o. 9/4 Corellego Street, 03-289 Warsaw.
2. Lessees may submit a Complaint regarding the location of the commercial stand, its area or construction no later than the last opening hour of the commercial and training area on the last day (before dismantling of the commercial stand).
3. All other Complaints may be submitted up to 7 days from the date of closing of the commercial and training area for Trainees.
4. The Complaint submitted in any other form or after the time as indicated in the points above will not be considered.
5. Each Complaint will be considered within 30 days from the date of its receipt by the Lessor.

#### **§ 8 PERSONAL DATA**

1. The administrator of the data is Rimarif Partners Sp. z o.o. based in Warsaw at Arcangela Corellego 9/4, 03-289 Warsaw.
2. The purpose of data processing is the conclusion and execution of the agreement, between the Landlord and the Tenant, as well as marketing and promotion of the commercial and training space and the Tenant.
3. The Tenant shall have the right to object to the processing of data for marketing purposes, and the right to inspect and change the data.

#### **§ 9 FINAL PROVISIONS**

1. All provisions of these Regulations are contractual form.
2. In the event that the commercial and training space cannot be opened on the date specified in these Regulations, for reasons attributable to the Lessor, the Lessor undertakes to return all amounts paid from the Lessee to the account number indicated by the Lessee.

3. Any disputes arising between the Lessor and the Lessee shall be considered by the court having jurisdiction over the registered office of the Lessor.
4. By making the Application, the Lessee agrees to comply with the provisions of these Regulations, as well as to comply with all other rules of order and arrangements between the Lessee and the Lessor.
5. Trainees accept the provisions of these Regulations at the time of purchase of admission tickets to the commercial and training area.
6. The Lessor reserves the right to amend the Regulations at any time, but no later than 26.05.2023.
7. In matters not covered by these Regulations, the provisions of Polish law shall apply.
8. the current content of the Regulations can be found at [www.weedfest.pl](http://www.weedfest.pl).