T E R M S A N D C O N D I T I O N S OF GOLD MEDAL COMPETITION AT THE POLAGRA 2022 FAIR

§ 1

1. Międzynarodowe Targi Poznańskie sp. z o.o. with its registered office in Poznań, at ul. Głogowska 14, 60-734 Poznań, entered into the register of entrepreneurs of the National Court Register kept by the District Court for Poznań - Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register under National Court Register No. [KRS] 0000202703, Tax ID No. [NIP] 777-00-00-00-488, share capital of PLN 288 348 000,00, hereinafter referred to as **MTP** or the **Organiser**, is the Organiser of the Gold Medal Competition at the **POLAGRA 2022** Fair held in Poznań on **26-29.09.2022.**
2. World Trade Center Poznań sp. z o.o. with its registered office in Poznań, at ul. Bukowska 12, 60-810 Poznań, entered into the register of entrepreneurs of the National Court Register kept by the District Court for Poznań - Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register under National Court Register No. [KRS] 0000127299, Tax ID No. [NIP] 779-00-00-00-026, share capital of PLN 388.000,00, hereinafter referred to as **WTC** or the **Operator**, is the operator of the Gold Medal Competition.
3. Products with special quality, utility and aesthetic qualities may be entered in the Gold Medal Competition (hereinafter referred to as the **Competition**). The basic criterion for evaluating a product is its innovativeness, however, regardless of its market and economic values, the products submitted to the Competition must represent high quality.
4. Only the following products may be entered in the Competition:
   a) domestic or foreign products (having EU approvals), which have approvals, certificates or other documents provided for by the law, including admission to use and trade on the Polish market, which do not require additional laboratory, operational and experimental tests,
   b) products resulting from research, construction, technological, operational and service projects - adapted for transfer to business practice.
5. Entries to the Competition may include:
   a) individual products,
   b) groups of products homogeneous in terms of function, design and technology (e.g. sets, lines, programs),
   c) products that are systems (e.g. computer programs) or that consist of several interconnected elements,
   d) several products or product groups as referred to in item b) or several products which are systems as referred to in item c), subject to a specific entry fee being charged for each of them. (hereinafter collectively referred to as: **Product** or **Products**).
6. Entries to the Competition may be made by the participants of the Fair (exhibitors, co-exhibitors), who are manufacturers of the Products entered or entities representing those manufacturers (authorized to act on their behalf).

7. Formal requirements, including deadlines for making the entries and delivery of Products or product samples, as well as the amount of the entry fee, are further specified in § 3 of these Terms and Conditions.
8. By entering the Competition, the applicant declares and warrants that the Product entered is free from legal defects and its entry to the Competition and its participation in the Competition does not infringe any rights of third parties. The applicant declares that they have the free right to enter that product and participate in the Competition according to the rules specified in the Terms and Conditions or that they have been duly authorized to enter the Product and participate in the Competition.
9. If the entry and participation of the Product in the Competition was made in violation of the provisions of the preceding section, the Organiser makes a decision to exclude the Product from the Competition, and in the case of product award - makes a decision to withdraw the awarding of the prize. If a decision is made to exclude a product from the Competition or to withdraw the award, the applicant is obliged to cover all damages and costs incurred by the Organiser as a result of improper admittance of the product to the Competition or awarding it. The applicant is not entitled to a refund of the fee paid at the time of entry.

§ 2

1. The following criteria are used to assess the quality of the Products entered in the Competition:
   a) modernity of applied solutions in relation to global solutions;
   b) degree of use of innovative solutions;
   c) cost-effectiveness of the product and its operation (price, operating and service costs, disposal costs);
   d) environmental impact of the product, including regeneration methods, recycling, biodegradability;
   e) saving of materials and energy;
   f) product functionality (understood as a combination of utility and practicality criteria);
   g) product aesthetics;
   h) degree of adaptability for transfer of solutions for practical use - only in the case of products listed in § 1.4b.

§ 3

1. Admission to the Competition is subject to the following formal requirements:
   a) making an entry of the Product on-line through the Exhibitor's Zone portal (www.strefawystawcy.pl) by **15TH OF AUGUST 2022y** (regulations of the Exhibitor Zone portal are available at www.strefawystawcy.pl);
   b) attaching the following documents to the aforementioned entry:
      a. copies of certificates, attestations, other documents or test results referred to in § 1 section 4, letter a) as well as other documents concerning the notified product presenting its advantages, as well as user opinions;
      b. image of the product in the form of photos (showing the product from all sides or its element important from the point of view of innovation) in JPG or TIFF file format, in the resolution of 300 dpi (maximum number of photos: 4);
      c. media description of the Product up to 500 characters (with spaces) in a text file (WORD), in Polish
      d. manufacturer's logotype in JPG or TIFF file format (max. 1.5 MB);

e. in the case of product entry by an entity representing the manufacturer, an appropriate authorisation to notify the product on behalf of the manufacturer (scan of a power of attorney in JPG or TIFF file format),

c) payment of the entry fee in the amount of **PLN 2 490 net + 23% VAT = PLN 3 062.70 gross** for each product entered (each group of products or each product being a system referred to in § 1, section 5) in the Competition to the bank account of the Operator (WTC):

Bank PEKAO S.A. No. 78 1240 6612 1111 0010 3433 8273

and sending the Operator (WTC) by e-mail to the address: **agnieszka.polacka@wtcpoznan.pl** or attaching proof of payment to the entry.

2. Entries to the Competition and fees are accepted and verified by the Operator (WTC), and then submitted for evaluation by the Competition Jury.
3. The product entered in the Competition shall not be evaluated by the Competition Jury if the entry does not comply with the Competition Terms and Conditions, in particular if the fee in the correct amount has not been paid.
4. Withdrawal of an entry from the Competition does not result in the WTC being obliged to refund the entry fee.

§ 4

1. Products are evaluated by the Competition Jury, whose composition is appointed by the President of the Management Board of Grupa MTP.
2. Product evaluation is carried out by the Competition Jury on the basis of the criteria specified in § 1 and § 2 as well as the submitted documentation and information materials on the Product. The Competition Jury may request the submission of original documents, copies or scans of which have been attached to the entry.
3. The evaluation of the Products is carried out by the Competition Jury before the commencement of the Fair.
4. The Competition Jury may be assisted by the opinion of experts in a given field, representatives of science and practice, specialists in the fields covered by the subject matter/industry of the Fair, who are members of Expert Teams appointed by the President of the Management Board of Grupa MTP.
5. Based on the criteria specified in § 1 and § 2, the Competition Jury selects the best, in its opinion, Product (Products) and makes a decision on awarding the Gold Medal in a secret voting.
6. The Competition Jury may select more than one Competition Winner. The Competition winner is an exhibitor whose Product or a separate group or subgroup of products from the system or set entered or the program referred to in § 1, section 4, item b and c is selected by the Competition Jury.
7. If none of the Products entered meets the criteria referred to in § 1 and 2 of the Terms and Conditions, the Competition Jury may refrain from selecting the winner of the Competition and awarding the Gold Medal.
8. The deliberations of the Competition Jury are confidential and its decisions are final.
9. Members of the Competition Jury may not share materials and information related to carrying out the Competition to third parties, with the exception of the persons referred to in section 4, in order to formulate their opinions on the Products notified.
10. The Product of the Competition Winner is awarded with the Gold Medal, provided that it is exhibited by the Winner (manufacturer or an authorised entity representing the manufacturer) during the Fair within the exhibition stands or special zones designated by the Organiser. Prior to award ceremony, the Organiser shall verify that the aforementioned condition is met and, if it is found not met, it shall decide not to award the prize.

§ 5

1. Each product entered in the Competition may be awarded the Gold Medal only once.
2. The restriction referred to in section 1 above does not apply to products in which significant changes have been made, which are characterised by innovation and allow the product to be qualified for the new generation.

§ 6

1. The Competition Jury announces the decision on the Competition Winners before the commencement of the Fair, through the Organiser and the Operator (WTC) by publishing it at the website https://www.zlotymedal.com/en and the website https://polagra.pl/en
2. The Operator (WTC) informs the Competition Winners on the day of making the decision referred to in section 1 above, by sending an e-mail to the e-mail address provided in the entry.
3. The Gold Medal is presented by the Member of the Management Board of Grupa MTP and the Chairman of the Competition Jury during the duration of the fair. The exact date, time and place when the award is presented will be communicated to the Winners by the Operator (WTC) in the form of an e-mail sent to the address indicated in the entry.
4. The Gold Medal shall be awarded to the Products of the Competition Winners, which were exhibited at the Fair, in accordance with § 4, section 10 above.

§ 7

1. The list of products awarded the Gold Medal (as part of all fairs organised by MTP, in which the Gold Medal is awarded) shall be placed in information and promotional materials of MTP at the website of the Gold Medal (www.zlotymedal.com/en) and the lists of awarded products shall be rendered available to mass media selected by MTP.
2. An exhibitor whose product has been awarded the Gold Medal shall receive a **MEDAL WINNER PACKAGE** from MTP, i.e. a set of promotional materials that includes:
   a) a Gold Medal statuette and a diploma;
   b) the Gold Medal logotype together with the logo book (in electronic version);
   c) a template of an advertisement promoting the Winner (in electronic version);
   d) A4 stand with the Gold Medal logo;
   e) a large sticker with the Gold Medal logo enabling quick identification of the awarded product among the stands in the fair pavilion;
3. Irrespective of the provisions contained in section 2, the Competition Organiser shall conduct the following promotional campaigns for the products awarded with the Gold Medal:

3.1 as part of campaigns addressed at visitors:

   a) The Organiser shall include detailed descriptions of the awarded products in electronic and printed trade fair materials: newsletters devoted to the winners of the Gold Medal, sent before the fair, Visitor's Vademecum; (printed or electronic version);
   b) The Organiser shall publish lists of distinguished products and information promoting them on the MTP websites www.mtp.pl, www.zlotymedal.com/en) and at the Trade Fair website and in the Organiser's social media.

c) The Organiser shall mark the Gold Medal Winners on the elements of the area visual identification during the Fair;

3.2 as part of a media campaign in the media:

a) The Organiser shall send press information about the Products awarded with the Gold Medal or Winners to journalists from selected national and local, most popular and opinion-making industry magazines;

3.3. If more than one product is awarded with the Gold Medal in the Competition, MTP shall organise the **GOLD MEDAL CONSUMERS CHOICE 2022** Competition according to the following rules (however, in the case of its organisation, separate terms and conditions for that competition shall also be adopted):

a) Products awarded with the Gold Medal (manufacturers/applicants) take part in the GOLD MEDAL CONSUMERS CHOICE 2022;
   The winner shall be selected by way of an open vote, voting shall take place anonymously;
b) Voting within the framework of the GOLD MEDAL CONSUMERS CHOICE 2022 competition shall begin after the announcement of the decision referred to in § 6 section 1 of the Competition Terms and Conditions at the website of the Gold Medal: www.zlotymedal.com/en
c) Voting participants choose one Product, considered by them to be the best among those awarded with the Gold Medal;
d) The winner shall receive a prize in the form of the GOLD MEDAL CONSUMERS CHOICE 2022.

§ 8

1. The Gold Medal, together with other material prizes referred to in § 7, is presented to the Winners during the duration of the fair as referred to in § 6.3. Prizes in the form of campaigns referred to in § 7, section 3 shall be provided by the Organiser at a time appropriate for a given campaign.
2. The material prizes referred to in § 7, section 2 shall be presented to the Winners in the appropriate form and on an appropriate carrier.
3. The Winner authorizes the Organiser to use the materials provided, including in particular photographs, manufacturer's logo, original texts concerning the awarded Product, the Product's photographs and all materials related to the Winner or the manufacturer, in order to (1) carry out the Competition, (2) carry out the GOLD MEDAL CONSUMERS CHOICE 2022 Competition, (3) conduct the campaigns constituting the award. The Winner assures that they are entitled to the above authorization of the Organiser and that all materials provided by them are free from legal defects, and their use does not violate any rights of third parties and does not restrict the Organiser in using them for the purposes indicated in the previous sentence. The Winner shall be fully liable for infringement of third parties' rights in connection with the use of the materials provided by the Organiser in a manner consistent with the Terms and Conditions, and in the event that the claims under the aforementioned title are raised against the Organiser, the Winner undertakes to release the Organiser from any obligations and to reimburse it for any costs they incur in order to satisfy or defend themselves against such claims.
4. Winners who are manufacturers or entities representing the manufacturers (authorised to act on their behalf), whose products have been awarded with the MTP Gold Medal, may use the awards in the form of promotional materials only to promote the Product awarded with the Gold Medal, in particular they may include information about the award and a graphic image of the medal in advertising publications and other publications - only on the awarded Products and their packaging or with regard to such Products.

5. These Terms and Conditions do not entitle the Winners to use, in any way, trademarks, advertising slogans, trade names, graphic symbols (logos), concepts, own names or other intellectual property, the rights to which MTP is entitled, for any purpose and scope other than specified in the Terms and Conditions and for any purpose and scope in relation to those which the Winners have not been authorised to use by MTP. The Winners shall refrain from any actions aimed at obtaining by them or third parties the rights vested with MTP.
6. The Competition winners (exhibitors, co-exhibitors), who are manufacturers or entities representing the manufacturers (authorised to act on their behalf) present information about the Product award at their fair stand. Other information about the Product award should include an unambiguous indication - specification of the awarded Product (in accordance with the content of the received diploma) and the name of the fair at which the Product was awarded.

§ 9

1. All Complaints related to the course or results of the Competition should be submitted in writing, by registered letter, to the address of the Organiser specified in § 1 of the Terms and Conditions with the note "Complaint - Gold Medal Competition", within 14 days from the date of announcing the results of the Competition or by e-mail to the following address: **agnieszka.polacka@wtcpoznan.pl** within the aforementioned time limit or during the Fair.
2. The complaint shall be considered by the Organiser within 14 days of its receipt. The participant shall be informed about the results of the complaint procedure - by registered letter in the case of a written complaint or by e-mail as a response to the complaint sent by e-mail. The decisions of the Complaint Committee in the complaint procedure are final. Filing a complaint is a condition for asserting claims against the Organiser.
3. Each complaint should include:
   a) name and surname of the **Participant** filing the complaint;
   b) exact return address of the **Participant** filing the complaint (correspondence address in the case of a written complaint and e-mail address in the case of a complaint by e-mail);
   c) detailed description and the reason for the complaint.
4. Complaints shall be considered by the Competition Jury, which is also the Complaint Committee.
5. Any possible disputes arising from the performance of the Competition shall be settled by the parties in an amicable way.
   In case of failure to reach an amicable settlement of a possible dispute, the dispute shall be settled by the competent court.

§ 10

1. The Terms and Conditions are available at the website www.zlotymedal.com/en and in the Organiser's office.
2. The Terms and Conditions are valid from 27.09.2021.
3. By taking part in the Competition and sending the entry, the exhibitor (manufacturer or entity representing the manufacturer) confirms that they agree to all the terms contained in the Terms and Conditions.
4. The provisions of the Civil Code shall apply to any matters not regulated in these Terms and Conditions.