

TSW 2025

REGULATIONS OF THE FRUIT AND VEGETABLE INDUSTRY FAIR FOR VISITORS

1. NAME OF THE FAIR

TSW 2025 Fruit and Vegetable Industry Fair, hereinafter referred to as the "Fair".

2. OPENING DATES AND HOURS

22 - 23 January 2025

22 January 2025 (Wednesday) – opening hours: 9.00 a.m. – 5.00 p.m.

23 January 2025 (Thursday) – opening hours: 9.00 a.m. – 4.00 p.m.

3. LOCATION

"Targi Kielce" exhibition facility, Targi Kielce S.A., ul. Zakładowa 1, 25-672 Kielce, Poland

4. ORGANIZER

Oficyna Wydawnicza Oikos sp. z o.o., ul. Kaliska 1/ 7, 02-316 Warsaw, tel.: +48 22 822 03 34, fax: +48 22 822 66 49, e-mail: tsw@tsw.pl, Court KRS No 0000082863, VAT (NIP) No 118-00-09-226, Statist ID (REGON) 011570708, share capital PLN 393,000.

5. THEMATIC SCOPE OF THE FAIR

- horticulture,
- vegetable growing
- agricultural machinery,
- trade publications,
- industry organizations and associations.

6. GENERAL PROVISIONS

1. These Regulations define the terms and conditions of use of the Organizer's services used by Visitors, including journalists, during the Fair.
2. A detailed programme of the Fair will be available on the Organiser's website: www.tsw.pl, from 1 October 2024.
3. Visitors who have purchased an admission ticket and registered with the Organizer and journalists who have obtained accreditation from the Organizer are entitled to enter the Fair.
4. Journalist accreditations take place through the www.tsw.pl website. The accreditation is granted by the Organiser. The decision to grant or reject accreditation is final and cannot be appealed.
5. By applying for accreditation, you accept the Regulations of the TSW2025 Fruit and Vegetable Industry Fair.

6. The Organizer has the right to cancel the Fair without prior notice, for reasons for which the Organizer is not responsible. Information about the cancellation of the Fair will be posted on the www.tsw.pl website immediately after the cause for the cancellation occurs and will be sent to the Visitors e-mail addresses indicated by them in the registration form.

7. These Terms and Conditions are available at www.tsw.pl, in a form that allows the Visitor to download and store them in electronic form (PDF file) or to print them. The Regulations will also be made available during the Fair in a visible place at the Visitors' Service Point or in another place or places accessible to Visitors before purchasing a ticket.

8. Any disputes arising from the application of these Regulations shall be resolved by the court having jurisdiction over the Organizer's registered office.

7. TICKETS PURCHASE & CANCELLATION

1. Participation in the Fair is paid. The Organizer is the ticket seller.

2. Visitors who have purchased a personal ticket and provided their data to the Fair Organizer (Registration) are entitled to participate in the Fair. It is not allowed to change the data on a personal ticket.

3. By purchasing a ticket to the Fair, the Visitor accepts these Terms and Conditions.

4. A person performing actual actions in order to purchase tickets for Visitors shall be deemed to be authorized by these Visitors to provide their personal data required in the Organizer's registration form and to submit a declaration of these Regulations acceptance on behalf of these Visitors.

Registration can be done by filling in the on-line registration form at www.tsw.pl or at the Visitor Service Point during the Fair. In the case of on-line registration, the Organizer will provide the Visitor with a ticket in the form of a PDF file to print on their own or in a version for electronic devices.

5. Visitors registering are fully responsible for the accuracy of the data provided by them, including the consequences resulting from incomplete or incorrect provision of data, especially e-mail address.

6. Prices of tickets with magazines' subscriptions are listed on the Organizer's website: www.tsw.pl.

7. Free entry to the Fair is available to children up to 16 years of age. Children must be under the constant supervision of their parents or guardians.

8. Registration and on-line tickets purchase constitutes the conclusion of a distance agreement. Persons registering on-line are obliged to submit a statement whether they have the status of a consumer or whether they will participate in the Fair in connection with their business activity (including agriculture).

9. A consumer who has concluded a distance contract may withdraw from it within 14 calendar days without giving a reason. The deadline is counted from the date of concluding the Agreement, i.e. from the date of submitting the completed registration form to the Organizer. To meet the deadline, it is sufficient to send a statement before its expiry. A declaration of withdrawal may be submitted in accordance with the withdrawal template provided by the Organizer on the www.tsw.pl website, which constitutes Appendix 1 to these Regulations. A statement of withdrawal may be sent in writing to the Organizer's address.

10. The Organizer shall immediately, no later than within 14 calendar days from the date of receipt of the consumer's statement of withdrawal, return the ticket price to the consumer. The Organizer will refund the payment using the same payment method used by the consumer, unless the consumer expressly agrees to a different method of reimbursement which does not involve any costs to the consumer.

11. In the event of withdrawal from the contract by the consumer, the ticket is cancelled.

12. At the request of the Visitor, the Organizer will issue a VAT invoice. The visitor is obliged to report the need to receive a VAT invoice before purchasing the ticket.

13. The ticket entitles you to participate in all events accompanying the Fair, which may be lectures, workshops, trainings, etc.

14. Entry to the Fair is possible on the basis of a ticket printed or presented on an electronic device such as a smartphone or tablet. If the Visitor leaves the Fair venue during the Fair, he/she may re-enter the Fair on the basis of the same ticket

15. In the event of cancellation of the Fair, tickets will be cancelled. The refund for the ticket is made within 21 days from the date of posting information about the cancellation of the Fair on the www.tsw.pl website. The refund to the Visitor will be made using the same means of payment as the Visitor, unless the Visitor has expressly agreed to another method of reimbursement that does not incur any costs to the Visitor. A refund for a ticket to entrepreneurs is possible in the form of a bank transfer. The Organizer is not obliged to refund the money for a ticket not used by the Visitor. This applies in particular to situations where the Visitor's failure to use the ticket is attributable to the Visitor, in particular by the Visitor's failure to comply with the provisions of these Terms and Conditions.

8. ENFORCEMENT REGULATIONS

1. Visitors are allowed to stay at the Fairgrounds only during in opening hours.

2. Photographing, filming and making drawings of individual stands and exhibits requires the prior consent of the Organizer. If the aforementioned activities cause disruptions in the organization and course of the Fair or accompanying events, the Organizer will issue an order to suspend/cease them. Persons who do not comply with this point may be moved out of the Fairgrounds at the request of the Organizer.

3. At the venue of the event it is forbidden to:

- a. bring weapons and other dangerous tools;
- b. bring in flammable materials, explosives and pyrotechnics, use fire;
- c. bring in poisonous and radioactive agents,
- d. bring in other items which, in the opinion of the Organizer, may cause a threat to persons and property during the Fair,
- e. bring in and consume alcohol, with the exception of consuming alcoholic beverages purchased or served in places designated by the Fair Organizer;
- f. distribute and use of narcotic drugs,
- g. disturb public order e.g. loud, aggressive behaviour,
- h. bring animals, except assistance dogs, and vehicles, in particular bicycles, scooters or skateboards,
- i. destruct of property, in particular stand equipment, e.g. leaning on elements of stand construction, advertising structures and other elements of space arrangement,
- j. take actions aimed at interrupting or disrupting the course of the event, or actions that disturb exhibitors or visitors,
- k. taking actions that threaten the life or health of exhibitors or visitors, in particular actions inconsistent with the principles of fire safety, including blocking the free movement of people in the area of exits, entrances and evacuation routes,
- l. smoking in places where it is forbidden,
- m. clutter the facility and the area adjacent to it,
- n. engage in any commercial activity,

- o. conduct any advertising, acquisition or promotional activities,
 - p. conduct any charitable activities, including fundraising for any purpose,
 - q. carry out activities other than those indicated above, which, in the opinion of the Organiser, may: threaten safety, disrupt the schedule of the Fair or hinder its proper reception by other Visitors,
 - r. conduct activities aimed at promoting a specific worldview, religion or political views,
 - s. putting up posters, banners, announcements, distributing leaflets,
 - t. record the course of the event by any technique and distribute this record,
 - u. conduct activities other than those listed above prohibited under applicable law.
4. It is forbidden to enter and stay at the Fair:
- a. who do not have an admission ticket,
 - b. in a state of intoxication (i.e. in which the blood alcohol content exceeds 0.5 promil or leads to a concentration exceeding this value, or the alcohol content in 1 dm³ of exhaled air exceeds 0.25 mg or leads to a concentration exceeding this value) under the influence of narcotic drugs, psychotropic drugs or other substances whose effects have similar effects to those mentioned above,
 - c. behaving aggressively or otherwise posing a threat to the safety of other participants of the Fair or the safety of property, possessing objects or substances that are prohibited from being brought to the Fair under applicable law or the Regulations of the Event,
 - d. having an elevated body temperature above 38°C.
5. Except for the cases described in the preceding paragraph, the Organizer and persons authorized by the Organizer have the right to refuse entry to the Fair for safety reasons or other reasons resulting from applicable law.
6. In the event of non-compliance with the prohibitions listed in points 3 "a" – "g", "j", "k", "q", "t" or "u" or in the event of refusal to undergo the activities referred to in points 9 "a" – "c" below, the Organizer shall be entitled to immediately remove the Visitor from the venue of the event and prevent him from re-entering, and in justified cases call the Police or other appropriate services.
7. In case of non-compliance with the other prohibitions listed in point 3, the Organizer shall call on the Visitor to immediately cease the violations. In the event of ineffectiveness of the request, the Organizer shall be entitled to immediately remove the Visitor from the venue of the event and prevent him from re-entering, and in justified cases, call the Police or other appropriate services.
8. Persons who, in the cases provided for in these Regulations or the provisions of law, have been refused entry to the Fair or who have been obliged to leave or removed from it, are not entitled to any claims against the Organizer, in particular claims for reimbursement of the price of the admission ticket.
9. In order to ensure the safety of persons and property, the Organizer may:
- a. verify whether the visitors do not violate the prohibitions on bringing the items referred to in point 3 to the Fairgrounds, in particular by searching the participants' clothing and other items that the Visitors have with them at the Fair; the search may take place both at the time of the Visitor's arrival at the Fairgrounds, as well as throughout the entire period of the Visitor's stay at the Fairgrounds; the search may be carried out with the use of specialized equipment; the search must not violate the dignity and privacy of the person being searched,

b. measure the Visitor's body temperature using appropriate devices; the measurement will be carried out with respect for the dignity and privacy of the Visitor; the measurement may take place both at the time of the Visitor's arrival at the Fairgrounds, as well as throughout the entire period of their stay at the Fairgrounds,

c. perform a breath alcohol test using appropriate equipment; the measurement will be carried out with respect for the dignity and privacy of the Visitor; the measurement may take place both at the time of the Visitor's arrival at the Fairgrounds, as well as throughout the entire period of their stay at the Fairgrounds,

d. record the course of the event, and in particular the behaviour of the participants, with the use of video and sound recording devices, and make the materials collected in this way available to the appropriate law enforcement authorities in the cases provided for by law.

10. Visitors are required to:

a. respect the markings of the zones separated from traffic subject to fire protection,

b. carry out order orders issued on behalf of the Organizer, the administrator of the venue or by competent public services, for organizational reasons or the need to secure property and ensure the safety of persons staying at the Fairgrounds,

c. secure the property (e.g. keys, documents, hand luggage, laptop, photographic equipment, mobile phone, etc.) brought to the Fairgrounds, at their own expense and risk, against possible damage or loss.

11. Visitors to the Fair have the right to:

a. enter and participate in the Fair, in accordance with the provisions of law and these Regulations and any regulations made available to the public by Targi Kielce S.A., to the extent that these regulations apply to persons visiting the exhibition facilities administered by this company,

b. information on the location of medical, catering and sanitary points,

c. use the equipment, including sanitary facilities, made available for general use to all participants of the Fair, in a manner consistent with their intended purpose,

d. to obtain the assistance of appropriate public services, including medical assistance, in the event of unforeseen events occurring during his/her participation in the Fair.

12. Minors may stay at the Fairgrounds only under the supervision of adults (parents, guardians).

13. The guardian of an organized group is responsible for the safety of the wards and is obliged to enforce compliance with the order regulations from the wards.

9. LIABILITY

1. The Organizer shall not be liable for damage to the property of the Visitors caused by force majeure (e.g. fire, explosion, lightning strike, windstorm, flooding) or by third parties or due to the fault of the Visitor, except for items left for safekeeping in the Organizer's cloakroom.

2. The Visitor shall be financially liable for any damage to the property of the Fair Organizer (damage, loss, etc.). The damage assessment shall be carried out by the injured party in the presence of the Organiser and the Visitor or their representative, which shall be confirmed in the relevant protocol.

3. The Organizer is not responsible for the actions of the Exhibitors, including the content presented by them, or for any damage to the property of the Visitors caused by the Exhibitors.
4. The Organizer is not responsible for any damage to the property of the Visitors caused by other Visitors.

10. PROTECTION OF PERSONAL DATA

1. The Organizer is the administrator of the personal data provided by the Visitors and the data recorded in accordance with point 9 "d" of part 7 of these Regulations.
2. Transaction data, including personal data, may be transferred to on-line payment operators to the extent necessary to handle ticket payments.
3. The Organizer processes personal data in accordance with applicable law, in particular in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, "GDPR") and the Act of 10 May 2018 on the Protection of Personal Data (i.e. Journal of Laws of 2019 item 1781).
4. Providing personal data for the purpose of purchasing a ticket is voluntary, with the proviso that refusal to provide the data indicated by the Organizer in the registration form results in the inability to sell the ticket (conclude a contract for participation in the fair and subscription). In this case, the provision of personal data is a contractual requirement and if the data subject wishes to enter into a contract with the Organizer, he or she is obliged to provide the required data.
5. The Organizer is entitled to process personal data in cases where, and to the extent that at least, one of the following conditions is met: (1) the data subject has consented to the processing of his or her personal data for one or more specific purposes; (2) processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract; (3) processing is necessary for compliance with a legal obligation to which the controller is subject; or (4) processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject requiring the protection of personal data, in particular where the data subject is a child.
6. The data shall be stored for the period of existence of a legitimate interest pursued by the data administrator, but not longer than for the period of limitation of claims that may be raised against the administrator or for the period necessary to comply with the legal obligation incumbent on the administrator. With regard to the consent to the use of data for marketing purposes, the data is stored until the data subject withdraws his or her consent to further processing of his or her data for this purpose.
7. In matters related to the protection of personal data, the Visitor may contact the Data Protection Officer of the Organizer at the e-mail address <iod@oikos.net.pl> or by post to the Organizer's address.
8. The data subject has the right to:
 - a. request from the Organizer access to such data, correction, restriction of their processing, deletion and the right to transfer them; detailed conditions for exercising the above-mentioned rights are set out in Articles 15-21 of the GDPR Regulation,
 - b. if their data is processed by the Organizer only on the basis of his/her consent, to withdraw his/her consent at any time, without affecting

the lawfulness of processing based on consent before its withdrawal,

c. lodge a complaint with the supervisory authority, in the manner and mode specified in the provisions of the GDPR and Polish law, in particular the Personal Data Protection Act. The supervisory authority in Poland is the Deputy President of the Personal Data Protection Office.

d. objection, at any time, for reasons related to their particular situation, to the processing of their personal data for the purpose of pursuing the legitimate interest of the Organiser, including profiling; in the event of an objection to the Organizer, the Organizer may not continue to process the personal data, unless the Organizer demonstrates the existence of compelling legitimate grounds for the processing, overriding the interests, rights and freedoms of the data subject, or grounds for the establishment, exercise or defence of legal claims.

e. objection, at any time, to the processing of personal data concerning them for the purposes of direct marketing, including profiling, to the extent that the processing is related to such direct marketing.

9. Visitors who leave their data during registration agree to their processing in order to receive marketing and commercial information by e-mail, post and telephone from the Organizer, exhibitors and partners of the Fair and for the purposes indicated in the course of registration. Consent to data processing may be revoked at any time, in whole or in part, in accordance with Section 8 "b" above.

10. Issues of personal data processing not included in these Terms and Conditions are regulated by the Privacy Policy published on the www.tsw.pl website.

ATTACHMENT NR 1
to
REGULATIONS OF THE FRUIT AND VEGETABLE INDUSTRY FAIR TSW 2025
FOR VISITORS

TICKET REFUND FORM FOR CONSUMERS

Order Number: _____ Order Data: _____

Name & Surname / Name: _____

Address: _____

Tel.: _____ E-mail: _____

Ticket/s Number : _____

Please return the amount due to the following bank account:

Bank Name: _____

Account No.:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

I declare that I am aware of the conditions for returning the ticket specified in the Fair Regulations.

(legible signature of the Visitor or person representing the Visitor)