

## I GENERAL PROVISIONS

1. These Regulations (hereinafter referred to as: the "Regulations") define the rules for the use of the Car Park (hereinafter referred to as: the "Car Park") located on the real estate situated in Poznań at ul. Głogowska 12, owned and managed by the company operating under the enterprise name Międzynarodowe Targi Poznańskie sp. z o.o. (Poznań International Fair Ltd.) with its registered office in Poznań at ul. Głogowska 10, 60-734 Poznań, entered in the Register of Entrepreneurs of the National Court Register under KRS no. 0000202703, registration files kept by the District Court for Poznań - Nowe Miasto and Wilda in Poznań, 8th Commercial Department of the National Court Register, an active VAT taxpayer with the NIP no. 777-00-00-488, REGON no. 004870933, with the share capital of PLN 434 256 000.000 (hereinafter referred to as: "MTP").
2. The area of the Car Park is integrated with the General National Exhibition square located on the grounds of Poznań International Fair in Poznań, at ul. Głogowska 12 (hereinafter referred to as: the Facility).
3. By entering the Car Parking, a person entering with a motor vehicle (hereinafter referred to as: the "User"), concludes a parking space rental agreement with MTP under the terms and conditions set out in the Regulations and undertakes to observe its provisions. The rental agreement is concluded upon the User entering the Car Park. The proof of concluding the agreement is the parking ticket issued at the entrance to the Car Park. The parking space rental agreement is terminated upon the User's departure from the Car Park.
4. The term "Users" shall also include:
  - a) legal persons and entrepreneurs utilizing parking spaces on the basis of subscription lease agreements for parking spaces concluded with MTP; and
  - b) natural persons acting as consumers who utilize parking spaces on the basis of subscription agreements concluded via the website <https://tobilet.pl/parking-pwk-to-bilet.html> as well as any persons utilizing parking spaces on the basis of subscription lease agreements for parking spaces concluded with MTP (hereinafter collectively referred to as: the "Subscription Agreements"). In the case of Users who concluded Subscription Agreements, entry to the Car Park area shall be based on a subscription card issued by MTP (hereinafter collectively referred to as: the "Subscription"), while the rental of a parking space shall end upon the expiry of the period for which such agreements have been concluded or upon the expiry of a notice period submitted in writing.
5. Upon expiry of the parking space rental period, MTP shall be entitled to remove the vehicle at the sole expense of the User. Until the vehicle is removed, MTP shall be entitled to remuneration for the non-contractual use of a parking space in the Car Park in the amount of 200% of the current daily Fee (as defined below) for each day of non-contractual use of the parking space.
6. By entering the Car Park, each User accepts the terms and conditions of the Regulations and undertakes to comply with their provisions strictly. If the rules of the Regulations are not accepted, the User should leave the Car Park immediately.
7. The Car Park is only intended for passenger vehicles with a height not exceeding 2 metres.
8. Parking of LPG powered cars, quads, motorbikes, scooters and bicycles on the grounds of the Car Park is prohibited. Only authorised vehicles are entitled to park at parking spaces designated for persons with disabilities.
9. The Car Park is monitored and unguarded.
10. The Car Park operates 24 hours a day. The Car Park Service Office (hereinafter referred to as: the "BOP") is located on the premises of the Facility on Level - 1 and it is open daily from 8.00 am to 8.00 pm. Outside the opening hours of the BOP, the Car Park Service may be contacted via the Intercom. The Intercom is available at the automatic ticket offices located on the premises of the Facility, at the exit and entry barriers to the Facility.

11. In exceptional situations, MTP reserves the right to temporarily close the Car Park with no possibility of entry or exit for vehicles (e.g. in the event of security threat, evacuation, etc.).
12. As part of the parking space rental agreement, apart from providing a parking space, MTP shall not be obliged to provide any other services to the User, unless expressly provided otherwise in the rental agreement.

## **II PARKING FEES**

1. The use of the Car Park is subject to a fee.
2. The amount of the current parking fee (hereinafter referred to as: the "Fee") shall be indicated at all times on the information board located at the entrance to the Car Park (hereinafter referred to as: the "Board"). MTP reserves the right to change the amount of the Fee at any time, and its applicable amount shall in each case be displayed on the Board.
3. Extract from the Regulations is displayed in a visible place at the entrance to the Car Park as well as at the automatic cash registers located on the premises of the Facility. Moreover, the complete text of the Regulations is made available for inspection by Users at the BOP.
4. No Fee is charged for vehicles staying on the premises of the Car Park for less than 5 minutes.
5. For the avoidance of doubt, MTP specifies that the User shall in each case be charged the Fee applicable at the time of the User's entry into the Car Park, regardless of any subsequent changes to the Fee (whether an increase or a decrease) during the User's stay in the Car Park.
6. The Fee is paid at the automatic cash registers located on the premises of the Car Park.
7. In the event of failure of an automatic cash register, the Fees can be paid at the BOP.
8. In the case of Users who have concluded Subscription Agreements, the amount of the parking fee is a flat rate, payable monthly or quarterly in advance in accordance with the current rate of the Fee, by transfer to the MTP account or by payment with a payment operator in accordance with the provisions of the Subscription Agreements.
9. A one-off, non-refundable fee for the issue of a subscription card shall be charged in the amount of PLN 20.
10. The amount of the Fee shall be charged in accordance with the current rate of the Fees, in proportion to the time counted from entry to the Car Park area until the Fee is paid immediately before leaving the Car Park area. The time to leave the Car Park area after paying the Fee is 15 minutes. After the lapse of the time period referred to in the preceding sentence, before leaving the car park the User will be obliged to pay an additional parking fee at the automatic Car Park automatic cash register in the amount corresponding to the additional period that has elapsed since the Fee was paid.
11. The User may exit the Car Park with his/her vehicle after paying the Fee and inserting the parking ticket into the card reader located at the exit.
12. In the event of loss of a parking ticket by the User for any reason, the Fee shall be charged in the amount calculated for the entire parking period, increased by an additional one-off fee in the amount of PLN 50.
13. In the event of loss of a subscription card, a charge shall be levied for the issuance of a duplicate subscription card (upon prior confirmation of authorisation to use the Subscription) in the amount of PLN 20.
14. In the case of Subscription Agreements and when it is established that the User is not entitled to use the Car Park, the Fee is charged in the amount calculated for the entire parking period, increased by a one-off fee in the amount of PLN 50.
15. In the event of losing a parking ticket or a subscription card, the User is obliged, when exiting the Car Park, to prove before the Car Park attendant in a credible manner their right to use the driven vehicle, e.g. by producing the User's driving licence and the registration card of the vehicle they are driving.
16. The User is not entitled to any claim against MTP in the event of failure to use the Subscription within its validity period, subject to the provisions set forth in Section III of the Regulations below.

17. The Fee includes VAT at a rate in accordance with applicable regulations. Changes to VAT rates resulting from legislation may affect the Fee in proportion to the change in the VAT rate, with the new Fee being calculated on the basis of the old net Fee (excluding VAT) and the new VAT rate. The Fee changes resulting from changes in VAT rates do not require changes to the Regulations, and the User shall not be entitled, on such basis, to terminate the parking space lease agreement (including within the framework of the Subscription Agreements).

### **III SUBSCRIPTION AGREEMENTS WITH CONSUMER USERS**

1. A User being a consumer shall have the possibility to conclude a Subscription Agreement remotely via the website: <https://tobilet.pl/parking-pwk-to-bilet.ht>.
2. A User who is a consumer has the right to withdraw from a Subscription Agreement concluded remotely without giving any reason within 14 days from the date of its conclusion (hereinafter referred to as: the "Withdrawal"). A sample withdrawal form constitutes Annex 1 to the Regulations, but the use of the sample form is not obligatory.
3. The declaration of Withdrawal may be submitted in electronic form by e-mail to the address: info@grupamtp.pl or in writing to the address: Międzynarodowe Targi Poznańskie, ul. Głogowska 10, 60-734 Poznań with the note Parking PWK. To meet the 14-day deadline, it is sufficient for the User being a consumer to dispatch the declaration of Withdrawal prior to the lapse of such period. MTP shall, without undue delay upon receipt of the declaration of Withdrawal submitted electronically, provide the User being a consumer – to the e-mail address from which the declaration was sent – with confirmation of receipt of such declaration.
4. In the event that the User being a consumer submits a declaration of consent to the commencement of the service provision prior to the lapse of the Withdrawal period, in particular by commencing the use of the Subscription within 14 days from the conclusion of the Subscription Agreement, and subsequently exercises the Withdrawal right as provided for in Clause 2 above, the User being a consumer shall be obliged to pay for the services performed up to the moment of Withdrawal. The payable amount shall be calculated proportionally to the extent of the service performed by MTP, taking into account the Subscription fee indicated on the website <https://tobilet.pl/parking-pwk-to-bilet.html>.
5. For the avoidance of doubt, the date of commencement of service provision by MTP shall mean the date indicated by the User being a consumer on the website <https://tobilet.pl/parking-pwk-to-bilet.html> as the "date from which the Subscription shall be valid," and not the date on which the User being a consumer physically collects the subscription card at the BOP and commences use of the Parking.

### **IV TERMS AND CONDITIONS OF CAR PARK USE**

1. The provisions of the Act on Road Traffic of 20 June 1997 shall apply on the premises of the Car Park, subject to any amendments introduced under the Regulations.
2. The User shall be bound to respect the rules of the Regulations and the instructions issued by the Car Park Services, as well as the vertical and horizontal road signs located in the Car Park.
3. The presence of any persons on the premises of the Car Park is only permitted in connection with the entry, parking or exit of a vehicle.
4. The Car Park Services are in charge of checking whether parking of vehicles complies with the Regulations.
5. Users of the Car Park are required to park vehicles only in designated parking spaces, in accordance with vertical and horizontal signs.
6. It is forbidden to:
  - 1) park vehicles by persons without the relevant authorisation and permits in spaces designated for disabled persons;
  - 2) park in spaces reserved and marked with signs;

- 3) occupy more than one parking space by one vehicle;
  - 4) park outside designated parking spaces;
  - 5) park in a manner that impedes traffic in the Car Park and poses threat to other Users;
  - 6) park on pavements, walkways, on driveways to storage ramps, on driveways and entrances to the Car Park as well as on the fire escape road;
  - 7) cover vehicles with protective sheets;
  - 8) leave parking tickets in vehicles.
7. In the event of parking in places which are not intended for this purpose, in particular on fire roads, passageways, pavements, and in the event of blocking other properly parked vehicles or violating the terms and conditions of the Regulations, MTP shall have the right to demand the immediate removal of the vehicle from the premises of the Car Park, repositioning of the vehicle at the User's expense, or to call the City Guard or the Police in order to have the vehicle towed outside the premises of the Car Park.
8. The User shall be obliged to:
- 1) turn off the ignition, lights and radio of the vehicle and close the vehicle doors and windows before leaving the car park;
  - 2) enter the car park using a parking ticket or a subscription card;
  - 3) pay the Fee before returning to the vehicle and leaving the Car Park area,
  - 4) leave the car park within 15 minutes from the time of paying the Fee, under pain of having to pay for the next period of using the Car Park;
  - 5) inform MTP about any noticed damage or theft of vehicles, their equipment or items in the vehicles before leaving the Car Park;
  - 6) in the event of damage to MTP property - present an identity document and a valid insurance policy;
  - 7) in the event of fire and/or fire alarm - leave the car on the premises of the Car Park and go to the nearest emergency exit according to the marking.
9. MTP shall have the right to:
- 1) enforce the compliance of the Users with their obligations under the Regulations;
  - 2) issue instructions to the Users with respect to parking on the premises of the Car Park, in accordance with the Regulations;
  - 3) refuse to admit to the premises of the Car Park vehicles that leak fuel or other fluids hazardous to the environment, as well as vehicles of a height exceeding 2 (two) metres;
  - 4) make the admission to the Car Park area for vehicles inoperable and/or with visible external damage conditional on the preparation and signature by the User of a report documenting the condition of the vehicle;
  - 5) in the event of damage - require the User to present an identity document and a current insurance policy;
  - 6) charge the User with parking fees in the amount specified in the Regulations;
  - 7) irrespective of the fees provided for in the Regulations, MTP may affix a sticker to the vehicle informing of the infringement of the Regulations. Before leaving the Car Park, the User is obliged to remove the sticker on his/her own.
10. If the User uses the Car Park in a manner inconsistent with the Regulations, the User will be required to pay an additional fee in the amount of PLN 200. In the event of leaving without paying the Fee and in the event of breaking the barriers, the User will be obliged to cover the costs of repairing the damage caused and to pay an additional fee in the amount of PLN 500.
11. MTP has the right to demand immediate departure from the premises of the Car Park by Users posing threat in the Car Park.
12. When entering the Car Park area, the User shall be obliged to:
- 1) stop in front of the barrier at the parking ticket dispenser / reader;

- 2) activate the barrier by collecting a ticket / loading a Subscription (optionally, the barrier may open automatically upon identification of the registration number of the vehicle covered by the Subscription Agreement);
  - 3) the barrier at the entrance to the Car Park closes immediately after each passing vehicle; the simultaneous passage of two vehicles poses a risk of damaging a car and the automatic parking system.
13. Before leaving the Car Park area, the User shall be obliged to:
- 1) pay the Fee in accordance with the provisions of Regulations,
  - 2) stop in front of the barrier at the card reader in order to read the parking ticket in the reader (optionally, the barrier may open automatically upon identification of the registration number of the vehicle covered by the Subscription Agreement).

## **V MTP RESPONSIBILITY AND COMPLAINTS**

1. MTP shall only be liable for vehicles entering the Car Park to the extent specified in Regulations.
2. MTP shall be liable for any damage caused as a result of failure to perform or undue performance of its obligations set out in Regulations.
3. MTP shall not be liable for any damage caused by other Users or third parties.
4. In particular, MTP shall be responsible for:
  - 1) installation and maintenance of traffic signs and other directional signs within the Car Park area in a manner compliant with the applicable legislation;
  - 2) arrangement of traffic on the Car Park grounds;
  - 3) displaying the Extract from the Regulations in a visible place as well as the availability of the full text of the Regulations at the BOP;
  - 4) correct issuing and collection of parking tickets and subscription cards;
  - 5) collection of all parking fees specified in the Regulations and issuing of invoices at the request of the User;
  - 6) provision of visible badges to the Car Park Services.
5. MTP is not responsible for:
  - 1) loss or damage to vehicles and/or their equipment on the premises of the Car Park;
  - 2) any property left inside the vehicles staying on the Car Park grounds;
  - 3) any damage caused by drivers of other vehicles;
  - 4) theft of vehicles, their equipment or contents;
  - 5) force majeure effects, such as fire, flood, strikes, riots, terrorist attacks, etc.;
  - 6) damage to vehicles incurred before entering the Car Park.
6. Any complaints concerning the services provided under Regulations must be submitted in writing to the following address: Międzynarodowe Targi Poznańskie, ul. Głogowska 10, 60-734 Poznań with the annotation PWK Car Par, or in electronic form to: [info@grupamtp.pl](mailto:info@grupamtp.pl).
7. In a situation where the information provided by the User does not allow the complaint to be considered or requires supplementation, MTP reserves the right to ask the User to supplement the data relating to the complaint.
8. Complaints are processed within 14 calendar days.
9. At the same time, with respect to Users who are consumers, MTP informs that detailed information on out-of-court methods of handling complaints and pursuing claims, as well as the rules of access to procedures related thereto are available at the offices and on the websites of entities authorised to out-of-court settlement of consumer disputes, including:
  - 1) district (municipal) consumer ombudsmen,
  - 2) Office of Competition and Consumer Protection,
  - 3) provincial inspectorates of the Trade Inspection,
  - 4) social organisations dealing with the protection of consumer rights.

## **VI USER RESPONSIBILITY**

1. Users shall be fully liable for any damage caused by them or persons accompanying them, their vehicle or arising in connection with the use of the parking space to others caused to Users or third parties on the premises of the Car Park.
2. Users of the Car Park shall be liable for any damage caused to MTP, including any damage to the Car Park, the equipment or other items located on the premises of the Car Park.
3. The User is responsible for contamination of the Car Park. The User is obliged to inform the BOP immediately about any contamination of the Car Park referred to above no later than before leaving the Car Park.
4. MTP shall have a right to pledge the vehicle and the property left in the vehicle for the purpose of securing MTP's claims for payment of the Fees and other charges stipulated in the Regulations. To this end, MTP may prevent the vehicle from leaving the Car Park, in particular by applying a mechanical lock to the vehicle.
5. The User is obliged to inform MTP of the occurrence of any damage immediately, no later than before leaving the Car Park.
6. The User is obliged to report any damage to vehicles while using the Car Park immediately to the BOP.

## **VII SAFETY REGULATIONS**

1. On the grounds of the Car Park, the speed limit of 10 km/h applies.
2. The User is obliged to obey and implement the instructions of the Car Park Services and persons authorised in this respect, e.g. the Police, the Fire Brigade.
3. On the premises of the Car Park, the following activities are forbidden:
  - 1) smoking and using open flames;
  - 2) refuelling and leaving a car with the engine running;
  - 3) parking vehicles with a leaking fuel system, fuel filler;
  - 4) presence of unauthorised persons;
  - 5) staying longer than the time required to park or remove the car from the Car Park;
  - 6) consumption of alcohol and other drugs;
  - 7) using the electrical installation of the Car Park (e.g. charging some equipment or vehicles, not applicable to charging of passenger vehicles from dedicated stations);
  - 8) leaving children in the car when the driver/carer is not present;
  - 9) the stay of persons in the vehicle after parking, including sleeping, eating and drinking;
  - 10) leaving animals in cars while the driver is away;
  - 11) obstruction of hand-held fire-fighting equipment and escape routes;
  - 12) behaviour or action contrary to the rules of social interaction or interfering with the use of the Car Park.
4. Vehicles carrying flammable, corrosive, explosive or other materials are strictly forbidden to enter the Car Park if the hazardous material they carry is not secured in accordance with the applicable regulations, and others the possession or storage of which is prohibited by law.
5. Repairing, washing, vacuuming cars, changing cooling water, fuel or oil as well as contaminating the Car Park shall be prohibited at the parking spaces and on the internal roads.
6. It is strictly forbidden to carry out commercial, advertising and promotional activities on the premises of the Car Park and on the internal roads without the written consent of MTP.
7. It is strictly forbidden to hold assemblies, rallies, parties, sports competitions and other events on the premises of the Car Park and on the internal roads without the written consent of MTP.

## **VIII PRIVACY POLICY, PERSONAL DATA PROTECTION**

1. The controller of the User's personal data (hereinafter referred to as: the 'Controller') is the company Międzynarodowe Targi Poznańskie sp. z o. o. with its registered office in Poznań, ul. Głogowska 10, 60-734 Poznań.
2. For the purposes of performing the service of selling parking spaces, the Controller is authorised to process User data (standard data in the form of name, surname, e-mail address, telephone number) necessary for the proper implementation of service.
3. The User's personal data will be processed:
  - 1) for the purpose of providing the Service of selling Subscriptions electronically, including for the purpose of registering and using parking spaces, maintaining contact, maintaining and servicing an account, handling complaints and refunds (Article 6, paragraph 1, letter b) of the GDPR);
  - 2) in order to determine, pursue or defend against claims based on the legitimate interest of the Controller in protecting its rights (Article 6 (1) (f) of the GDPR);
  - 3) for archival purposes based on the legitimate interest of the Controller consisting in securing information in the event of a legal need to prove facts that constitute the implementation of the legitimate interest of the Controller (Article 6 paragraph 1 letter f) of the GDPR).
4. At each stage of data processing, the User has the right to:
  - 1) access to their data;
  - 2) restriction of data processing;
  - 3) rectification (correction) of their data;
  - 4) raising an objection for reasons relating to a particular situation;
  - 5) deletion of personal data;
  - 6) lodging a complaint with the President of the Personal Data Protection Office.
5. The processed personal data of the User will not be transferred to third parties.
6. The Controller does not plan to transfer the User's personal data to recipients outside the European Economic Area (third countries).
7. The Controller has appointed a Personal Data Officer whom the User may contact in matters relating to the processing of personal data at the following address: [iod@grupamtp.pl](mailto:iod@grupamtp.pl).
8. By concluding a parking space lease agreement (including under Subscription Agreements) and accepting Regulations, the User declares that he/she has become familiar with the Information Clause, in terms of his/her rights in connection with the processing of personal data and other issues related to the processing of personal data.

## **IX FINAL PROVISIONS**

1. The Regulations shall enter into force as of 1 September 2025.
2. The legal basis for the Regulations is the Act of 20 June 1997 on Traffic Law and the Civil Code.
3. MTP does not stipulate a special procedure for handling possible consumer complaints. MTP's liability towards Users who are consumers shall be based on the applicable legal regulations, subject to the stipulation set forth in Section V, Clause 1 of the Regulations.
4. MTP reserves the right to amend the Regulations at any time, with the amendments becoming applicable from the date on which they are made available.

**Annex no. 1 – Sample declaration of withdrawal from agreement**

User's name and surname

.....

User's email address

.....

**DECLARATION**

**regarding withdrawal from a subscription lease agreement concluded at a distance**

I, the undersigned ..... hereby inform that I withdraw from the Agreement for the provision of services by MTP sp. z o. o. as part of the sale of a subscription lease agreement via the ToBilet.pl website, concluded remotely on .....

I also declare that I am a consumer within the meaning of the Civil Code and that I have concluded the agreement for purposes not directly related to business or professional activity.

*Signature*