

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 14, 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 352,666,000.000 (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 these 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. Persons who use parking spaces on the basis of subscription parking space rental agreements concluded with MTP shall be also recognised as Users. In the case of Users who concluded subscription parking space rental agreements, entry to the Car Park area shall be based on a subscription card issued by MTP (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 daily parking fee provided for in the Price List 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 these Regulations and undertakes to comply with their provisions strictly. If the rules of these 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 parking fee is specified in the price list, attached as Annex No. 1 to these Regulations (hereinafter referred to as: the Price List).
3. The Price List and the Regulations are available for inspection at the BOP and they are 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.
4. No parking fee is charged for vehicles staying on the premises of the Car Park for less than 5 minutes.
5. The parking fee is paid at the automatic cash registers located on the premises of the Car Park.
6. In the event of failure of an automatic cash register, parking fees can be paid at the BOP.
7. In the case of Users who have concluded subscription parking space rental agreements, the amount of the parking fee is a flat rate, payable monthly or quarterly in advance in accordance with the Price List, by transfer to the MTP account or by payment with a payment operator in accordance with the provisions of the subscription agreements.
8. A one-off, non-refundable fee for the issue of a subscription card shall be charged in the amount indicated in the Price List.
9. The amount of the parking fee shall be charged in accordance with the Price List, in proportion to the time counted from entry to the Car Park area until the parking fee is paid immediately before leaving the Car Park area. The time to leave the Car Park area after paying the parking 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 parking fee was paid.
10. The User may exit the Car Park with his/her vehicle after paying the parking fee and inserting the parking ticket into the card reader located at the exit.
11. In the event of loss of a parking ticket by the User for any reason, the parking fee shall be charged in the amount calculated for the entire parking period, increased by an additional one-off fee in the amount specified in the Price List.
12. 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 card) in the amount specified in the Price List.
13. In the case of subscription agreements and when it is established that the User is not entitled to use the Car Park, a parking fee is charged in the amount calculated for the entire parking period, increased by a one-off fee in the amount specified in the Price List.
14. 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.
15. The User is not entitled to any claim against MTP Poznan Expo in the event of failure to use the Subscription within its validity period.
16. A User who is a consumer has the right to withdraw from a Subscription concluded remotely without giving any reason within 14 days from the date of its conclusion. A sample withdrawal form constitutes Annex 2 to the Regulations, but the use of the sample form is not obligatory.
17. The declaration of withdrawal from the contract may be submitted in electronic form by e-mail to the address: info@grupamp.pl or in writing to the address: Międzynarodowe Targi Poznańskie, ul. Głogowska 14, 60-734 Poznań with the note Parking PWK. To meet the deadline, it is sufficient to send the declaration of withdrawal before it expires. MTP Poznan Expo will immediately upon

receipt of the declaration of withdrawal send the User a confirmation of receipt of this declaration to their e-mail address.

18. If the User submits a declaration of consent to commence the provision of the service before the deadline for withdrawal from the contract expires, in particular by commencing the validity period of the Subscription falling within 14 days from the date of conclusion of the contract, and then the User withdraws from the contract in the manner provided for in paragraph 16, the User is obliged to pay for the services provided until the time of withdrawal. The payment amount is calculated in proportion to the scope of the service provided, taking into account the Subscription fee agreed in the contract.
19. The parking fee specified in the Price List includes VAT at a rate in accordance with applicable regulations. Changes to VAT rates resulting from legislation may affect the price in proportion to the change in the VAT rate, with the new price being calculated on the basis of the old net price (excluding VAT) and the new VAT rate. Price changes resulting from changes in VAT rates do not require changes to this Agreement, and the User has no right to terminate the agreement on this basis.

III 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 these rules of these 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 these 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 parking 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 parking 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 these Regulations;
 - 2) issue instructions to the Users with respect to parking on the premises of the Car Park, in accordance with these 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 Price List;
 - 7) irrespective of the fees provided for in the Price List, 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 event of leaving without paying the parking 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. The amount of additional charges is indicated in the Price List.
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 can open automatically when the registration number of the subscription vehicle is identified);
 - 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 parking fee in accordance with the provisions of these 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 when the registration number of the subscription vehicle is identified).

IV MTP RESPONSIBILITY

1. MTP shall only be liable for vehicles entering the Car Park to the extent specified in these 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 these 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 Price List and the Regulations in a visible place;
 - 4) correct issuing and collection of parking tickets and subscription cards;
 - 5) collection of parking fees 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 these Regulations must be submitted in writing to the following address: Międzynarodowe Targi Poznańskie, ul. Głogowska14, 60-734 Poznań with the annotation PWK Car Par, or in electronic form to: 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 Poznan Expo 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 Poznan Expo 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.
10. MTP Poznan Expo also informs Users who are consumers that an EU platform for online dispute resolution between consumers and traders (the so-called ODR platform) is available at <http://ec.europa.eu/consumers/odr>.

V 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 parking fees and other charges stipulated in the Price List.
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.

VI 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.

VII 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 14, 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 this 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.
8. By concluding a parking space lease agreement (including under subscription lease agreements) and accepting these 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.

VIII FINAL PROVISIONS

1. The Regulations shall enter into force as of 15 October 2022.
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.
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 – Price List
(gross amounts)**

Hourly parking

Every commenced hour of parking	PLN 9
Free passage time	5 minutes
Time from payment to departure	15 minutes
Additional fee for parking which is not compliant with the Car Park Regulations	PLN 200
Fee for a lost parking ticket	PLN 50

Monthly subscriptions:

24-hour subscription from Monday to Sunday	PLN 370
24-hour subscription from Monday to Friday	PLN 270
Offer valid until sold out	

Quarterly subscriptions:

24-hour subscription from Monday to Sunday	PLN 1110
24-hour subscription from Monday to Friday	PLN 810
Offer valid until sold out	

One-off fee for issuing a subscription card	PLN 20.00
Additional fee for issuing a duplicate subscription card	PLN 20.00
Additional fee in case of using the Car Park despite the lack of subscription rights	PLN 50.00

Additional fee in case of using the Car Park in a manner inconsistent with the Regulations	PLN 200.00
Additional fee in the event of leaving without paying the parking fee and in the event of breaking the barriers (plus covering any costs of repairing the damage caused).	PLN 500

Annex no. 2 – Sample declaration of withdrawal from agreement

User's name and surname

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User's email address

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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