

# VISITORS TERMS AND CONDITIONS

General Terms and Conditions for Visitors at World Indoor Climbing Summit

## 1. Application

- 1.1. These Terms and Conditions shall apply to all Visitors including exhibitors' quests attending WICS.
- 1.2. These Terms and Conditions shall also apply to all persons or organisations who the Company engages with in the context of WICS and who are present during the course of the summit, including but not restricted to speakers, contractors, media representatives and photographers.
- 1.3. All Registrations are accepted subject to these Terms and Conditions and no addition to, or variation of, such Terms and Conditions shall be binding unless agreed to by the Company in writing.
- 1.4. Any Registrations made with and confirmed by the Company shall constitute unqualified acceptance of these Terms and Conditions.
- 1.5. In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Visitor or otherwise), the former shall prevail unless expressly otherwise agreed by the Company in writing.
- 1.6. The Company reserves the right to alter and update Terms and Conditions from time to time. Those in force for an individual or organisation will be the version applicable at the time of Registration.

## 2. Definitions and Interpretation

2.1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings

"WICS" means World Indoor Climbing Summit;

"Visitor" means any individual which makes a Registration with the Company to attend World Indoor Climbing Summit as well as exhibitors' guests included in each exhibitor's guest list, speakers, contractors, media representatives and photographers;

"Company" means Collider Climbing EOOD, registered with the Bulgarian Commercial Register under Unified Identification Number (UIN) 204504373, with seat and registered address at 111V, Tsarigradsko shose Blvd., floor 3, Sofia, Bulgaria;

"Venue" means the exhibition halls and conference rooms situated in Sofia Tech Park, 111, Tsarigradsko shose Blvd., Sofia, Bulgaria, and the accompanying spaces such as entrance halls, passageways, staircases, cafés and/or restaurants, car parks and outdoor sites as well as any other venues included in the programme where WICS events take place;

"Sofia Tech Park Regulations" means the regulations concerning the Venue, as adopted by Sofia Tech Park AD, UIC 202099976, together with all amendments thereto.

"Website" means the web page located at the following address www.climbingsummit.com;

"Registration" means the application by a person for admission to the World Indoor Climbing Summit and the Company's acceptance of the application upon full payment of the admission fee;

## 3. Registration Confirmation

3.1 Only fully completed registration forms will be accepted. A registration confirmation and an admission ticket will be sent by email after the online registration is completed and related payment is performed.

## 4. Price and Method of Payment

- 4.1. The full amount including VAT is due for payment in advance immediately after the conclusion of the Registration. Payments should be made in in EUR currency only via secure virtual payment terminal on the Website (Visa and MasterCard Acceptance). All bank fees and money transfer costs must be paid by the transmitter.
- 4.2. The advance payment invoice is issued by Collider Climbing EOOD, 111V, Tsarigradsko shose Blvd., floor 3, Sofia, Bulgaria, BG204504373 VAT. The respective invoice shall be sent to the Visitor as a PDF file within 5 (five) business days after the message confirming the order. When ordering admission tickets, the Visitor declares his/her consent to the invoice being created and sent electronically. The Visitor is not entitled to receive a paper invoice. If you have any questions regarding payment and/or the invoice, please contact the Company direct (e-mail to: info@climbingsummit.com).
- 4.3. Registration does not include travel to or from the Venue, any accommodation or other costs incurred in attending WICS.

## 5. Name Badge

5.1 Visitors are requested to print out and present their admission ticket and a personal identification document at the registration counter as proof of the Registration. The admission ticket should be worn as a name badge at all times during WICS. Visitors are obliged at all times, on request, to show their admission ticket to officials of the Company who are recognizable as such.

## 6. Children

6.1 Children will be allowed to enter the Venue. They must be linked to a regular Visitor.. Parents/guardians of children agree to take full responsibility for them while at the Venue.

## 7. Letter of Invitation

- 7.1. Visitors requiring an official Letter of Invitation from the Company can request one by contacting the Company in the following e-mail: info@climbingsummit.com. To receive a Letter of Invitation, Visitors must first perform the Registration.
- 7.2. The Letter of Invitation does not financially obligate the Company in any way. All expenses incurred in relation to WICS, the registration and the attendance are the sole responsibility of the Visitor.

#### 8. Visa Requirements

- 8.1. It is the sole responsibility of the Visitor to take care of his/her visa requirements. Visitors who require an entry visa must allow sufficient time for the application procedure. Visitors should contact the nearest Bulgarian embassy or consulate to determine the appropriate timing of their visa applications. Note: For information on Bulgarian Visa policies and procedures, visit <a href="http://www.mfa.bg/en/pages/109/index.html">http://www.mfa.bg/en/pages/109/index.html</a>.
- 8.1. It is the sole responsibility of the Visitor to take care of his/her visa requirements. Visitors who require an entry visa must allow sufficient time for the application procedure. Visitors should contact the nearest Bulgarian embassy or consulate to determine the appropriate timing of their visa applications. Note: For information on Bulgarian Visa policies and procedures, visit http://www.mfa.bg/en/pages/109/index.html.
- 8.2. Visitor's registration details will be shared with the Bulgarian immigration authorities to assist in the immigration process. However, the Company will not directly contact embassies and consulates on behalf of visa applicants.
- 8.3. The registration fee will be refunded after the summit if the visa was applied for in time and proof is shown that a visa could not be granted even though all requested documents were submitted. Refund requests must be made in writing and sent to info@climbingsummit.com no later than June 17, 2018, the date after which requests for such refunds cannot be taken into consideration.

#### 9. Travel-health Insurance

9.1. As a part of a visa application, Visitors must have travel-health insurance for the duration of their stay in the E.U. This insurance can be obtained from any approved insurer. Individuals need to check with the responsible embassy/consulate for a list of approved insurers available in their country.

9.2. Individuals must have insurance for their entire stay in the E.U. and therefore are encouraged to ensure and pay for the correct number of days. The visa will only be given for the dates that are covered by the insurance policy, which need to relate to the travel dates.

#### 10. Attendance at the Venue

- 10.1. During attendance at the WICS a Visitor agrees to comply with the following:
- 10.1.1 shall behave in accordance with safety regulations, public order regulations, and other rules applying including the respective Sofia Tech Park Regulations;
- 10.1.2 be obliged to immediately follow any directions and instructions given by officials of WICS or staff from the Venue. Should any official consider that the Visitor is behaving in any manner that contravenes regulations, standards, directions or instructions, he/she may be denied further attendance at the WICS.
- 10.1.3 shall not hinder other visitors, including, but not exclusively, by blocking for a long period their view of presentations or exhibition displays or by making noise or other nuisance.
- 10.1.4 shall not eat food except in the cafe/restaurant and the outside areas;
- 10.1.5 shall not smoke in the Venue;
- 10.1.6 shall not bring pets or other animals into the Venue;
- 10.1.5 shall only use a mobile phone or other electronic equipment with consideration of other people.
- 10.1.6 shall not touch objects on display unless this is explicitly permitted.
- 10.1.7 shall not take photographs or make video or film recordings without written consent of the Company or the respective exhibitor;
- 10.1.8 shall not carry out any commercial activity or promotion except on exhibition stands without the prior agreement of the Company;
- 10.2 The Company may demand that bags and cases carried by a Visitor be searched in special cases, where this is reasonably considered necessary in the interests of general security. Where reasonably considered necessary, a Visitor may also be asked to submit to a security search of his/her person by specially trained staff. If a Visitor refuses to cooperate he/she may be denied further access to the Venue without thereby becoming entitled to a refund of the price of his/her admission ticket and other costs.
- 10.3 In special cases the Company may direct that Visitors are not permitted to use cameras or video, film, sound or other recording equipment or mobile phones or other means of wireless communication in the Venue. In such case officials of the Company who are recognizable as such are authorized to demand that Visitors on whom such equipment is discovered hand it over for safekeeping by the Company while they are present in the Venue. If a Visitor refuses to cooperate, he/she may be denied further access to the Venue without thereby becoming entitled to a refund of the price of his/her admission ticket and other costs. Visitors should realize that other visitors may possibly take photographs in the Venue.
- 10.4. Any Visitors who are observed to be soliciting business in the aisles or other public spaces will be asked to return their badges and to leave the Venue immediately. Violators will not be allowed to return to the summit and no refunds will be made. Additional penalties may apply. WICS asks that both Visitors and exhibitors report any violations they may observe to the Company immediately
- 10.5 The Company reserves the right to make or commission video and/or sound recordings of event at which Visitors are present. A Visitor may not object for reasons of copyright or on other grounds to the use of his/her portrait/likeness when such recordings are published.
- 10.6. The Company will endeavor to provide Visitors and others interested in WICS with up to date information and other information relating to WICS but cannot be held liable for non-receipt of that information.
- 10.7. Visitors should advise of any special access requirements at the time of registration.

#### 11. Variation and Amendments

- 11.1. The Company reserves the right to do the following:
- 11.1.1 amend any accidental error or omission in WICS descriptions.

- 11.1.2 cancel or change the speakers, format, features, content, location or any other aspect of WICS, at any time, without liability.
- 11.1.3 subcontract the performance of any of its obligations to a third-party subject to the Terms and Conditions remaining the same. Where the Company sub-contracts the performance of any of its obligation under these Terms and Conditions to any person, the Company shall be responsible for the acts or omissions of the sub-contractor(s) as if it were an act or omission of the Company itself.

#### 12. Cancellations and Substitutions

- 12.1. There are no refunds for cancelled admission tickets at any time.
- 12.2. Visitors may change free of charge the name indicated on the admission tickets and in the Registration. A new Registration form for the substitute Visitor should not be submitted. Name changes will be accepted by email on info@climbingsummit.com indicating the old and new names including the required contact details until May 1, 2017.

# 13. Privacy and Data

- 13.1. By submitting Registration details, Visitors agree to allow personal information provided by them to be held on a database and used by the Company and companies associated with the WICS for direct marketing or promotion purposes including contact regarding their services. Visitors who do not wish to receive such communications should email info@climbingsummit. com. A full privacy policy can be found on the Website.
- 13.2. The contact details of registered Visitors will be placed on the attendee list and used by the Company for future contact.
- 14. Websites & Links
- 14.1. The Website and other marketing and social networking websites may link to and from other websites for the benefit and convenience of the users. The content of these websites is maintained by their owners, for which the Company accepts no responsibility. A full privacy policy can be found on the Website.

## 15. Liability and Indemnity

- 15.1. If the Company breaches the agreement by not using reasonable care and skill and this breach can be remedied the Company will remedy it at no extra cost to the Visitor.
- 15.2. The Company shall only be liable for damage sustained by the Visitor that is a direct consequence of gross negligence or of an intentional act or omission on the part of the Company. Liability is in any case limited to the lower of the following two sums: a) the sum paid out to the Company by its insurance company relating to that particular claim; or b) reimbursement made to the Company by a third party with respect to the damage relating to that particular claim.
- 15.3. In the event that the WICS cannot be held or is postponed due to events beyond the control of the Company (force majeure) or due to events which are not attributable to wrongful intent or gross negligence of the Company, the Company cannot be held liable by the Visitors for any damages, costs, or losses incurred, such as transportation costs, accommodation costs, costs for additional orders, financial losses, etc. Under these circumstances, the Company reserves the right to either retain the entire registration fee and to credit it for the postponed event, or to reimburse the Visitor after deducting costs already incurred for the organization of the summit and which could not be recovered from third parties.
- 15.4. The Company accepts no liability for loss, injury or damage to property or persons at WICS, whether direct, consequential or indirect including but not limited to injury, lost property, lost profits, salary, money or savings. Subject to the extent permitted by relevant law. It is the

- responsibility of the Visitor to arrange appropriate insurance cover in connection with their attendance at WICS.
- 15.5. Speakers' or exhibitors' views and advice are their own and the Company disclaims all liability for advice and opinions given. Documents distributed at WICS are intended for information only and should not be relied upon.

## 16. Force Majeure

16.1. Neither party to these Terms and Conditions shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

## 17. Waiver

- 17.1. No waiver by the Company of any breach of these Terms and Conditions by the Visitor shall be considered as a waiver of any subsequent breach of the same or any other provision. A waiver of any term, provision or condition of these Terms and Conditions shall be effective only if given in writing and signed by the waiving party and then only in the instance and for the purpose for which it is given.
- 17.2. No failure or delay on the part of any party in exercising any right, power or privilege under these Terms and Conditions shall operate as a waiver of it, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise of it or the exercise of any other right, power or privilege.

#### 18. Severance

18.1. If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.

## 19. Copyright

19.1. The Company reserves all copyright and any other rights (if any) which may subsist in the products of, or in connection with, the provision of WICS. The Company reserves the right to take such actions as may be appropriate to restrain or prevent infringement of such copyright.

## 20. Governing Law and Jurisdiction

20.1. These Terms shall be governed by, and construed in accordance with, Bulgarian law. The parties irrevocably agree that the courts of city if Sofia, Republic of Bulgaria (subject to the paragraph below) have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms or the legal relationship established by them, and for those purposes irrevocably submit all disputes to the jurisdiction of the Bulgarian courts.