

## GENERAL TERMS AND CONDITIONS

For all Attendees at the World Indoor Climbing Summit 2023

### 1. Scope

- 1.1. These Terms and Conditions shall apply to all Attendees, including Sponsors, Presenter, Route setters, Climbers, Exhibitors and Visitors attending WICS.
- 1.2. These Terms and Conditions shall also apply to all persons or organisations who the Organiser engages within the context of WICS and who are present during the course of the summit, including but not restricted to suppliers, contractors, media representatives and photographers.
- 1.3. These Terms and Conditions are publicly available on the Website to all Attendees, whose responsibility it is to make themselves familiar with the requirements and policies subject to these Terms and Conditions.
- 1.4. Attending the Event shall constitute acceptance of these Terms and Conditions, when they have been communicated to the Attendee or it may reasonably be inferred that the Attendee has had the opportunity and ease of access to familiarise themselves with the present Terms and Conditions through the Website or in any other way that they have been made available.
- 1.5. In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Attendee or otherwise), the former shall prevail unless expressly otherwise agreed to by the Organiser in writing.
- 1.6. The Organiser may alter and update Terms and Conditions from time to time. The changes shall take effect from the time of their communication to the Attendee personally or through the Website.

### 2. Definitions and Interpretation

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

“WICS” or “Event” shall mean World Indoor Climbing Summit, held between June 20<sup>th</sup> 2023 and June 22<sup>nd</sup> 2023, including the WICS League Bouldering Competition, held on June 20<sup>th</sup> 2023.

“Organiser” means Walltopia AD, registered with the Bulgarian Commercial Register under Unified Identification Number (UIN) 204143670, VAT BG204143670, with seat and registered address at 1V Bulgaria blvd., Letnitsa 5570, Bulgaria, as well as its affiliated companies;

“Attendee” means any individual or organisation which makes arrangements with the Organiser to attend the World Indoor Climbing Summit including but not limited to Sponsors, Presenter, Rout-setter’s teams, Exhibitors and Attendees, contractors, media representatives, photographers, spectators;

“Sponsor” means any individual or organisation, who has purchased a sponsorship from the Organiser, included but not limited to WICS Climbing Holds Exhibition Sponsor, WICS Supplier Sponsor, WICS Exhibitor Sponsor, paid presenter’s spot package;

“Presenter” means any presenter, speaker, discussion panel participant or other individual who has agreed to, or purchased the opportunity to, present content during the WICS scheduled program.

“Route setter” means the route-setter, who is invited and undertaken to participate in the WICS League Bouldering Competition, held by the Organiser during the Event.

“Visitor” means an attendee, who does not fall in the above definitions and who, after requesting an invitation had purchased a ticket for the Event.

“Climber” means the climber, who has been invited and undertaken to participate in the WICS League Bouldering Competition, held by the Organiser during the Event.

“Venue” means the exhibition halls and conference rooms situated in Sofia Tech Park, 111, Tsarigradsko shose Blvd., Sofia, Bulgaria, and the Organizing 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](http://www.climbingsummit.com) ;

### 3. Attendance by invitation

- 3.1. Attendance of the Event is exclusive and pursuant to a personal invite.
- 3.2. Should any individual or organisation wish to attend the Event, they may fill out the relevant form, located at the Website. The form shall be reviewed by the Organiser and subject to approval the candidate will be contacted by the Organiser.
- 3.3. Forms that were not approved by the Organiser shall not be explicitly contacted.

### 4. Name Badge

- 4.1. Upon arrival at the Venue, the Attendees shall register with the Organiser and receive their name badge and shall wear during the whole length of the Event. On request the Attendee shall show their name badge to officials of the Organiser who are recognizable as such.

### 5. Children

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

## 6. Visa Requirements

6.1. It is the sole responsibility of the Attendee to take care of their visa requirements. Attendees who require an entry visa must allow sufficient time for the application procedure. Attendees 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 <https://www.mfa.bg/en/services-travel/consular-services/travel-bulgaria/visa-bulgaria>.

6.2. Attendee's invitation details will be shared with the Bulgarian immigration authorities to assist in the immigration process. However, the Organiser will not directly contact embassies and consulates on behalf of visa applicants.

6.3. 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, the Attendee may submit a refund request to be considered by the Organiser in writing to [info@climbingsummit.com](mailto:info@climbingsummit.com) no later than two weeks before the Event, the date after which requests for such refunds cannot be taken into consideration.

6.4. Attendees requiring an official Letter of Invitation from the Organiser can request one by contacting the Organiser in the following e-mail: [info@climbingsummit.com](mailto:info@climbingsummit.com). The Letter of Invitation does not financially obligate the Organiser in any way. All expenses incurred in relation to WICS, the registration and the attendance are the sole responsibility of the Attendee unless otherwise agreed in writing.

6.5. Please be aware that as a part of a visa application, Attendees may be asked for travel-health insurance for the duration of their stay in the E.U.

## 7. Attendance at the Venue

7.1. During attendance at WICS Attendees agree to comply with the following:

7.1.1 shall behave in accordance with safety regulations, public order regulations, and other rules applying including the respective Sofia Tech Park Regulations provided they have made them known;

7.1.2 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 Attendee is behaving in any manner that contravenes regulations, standards, directions or instructions, they may be denied further attendance at WICS;

7.1.3 shall not hinder other Attendees, including, but not exclusively, by blocking for a long period their view of presentations or exhibition displays or by making noise or other nuisance;

7.1.4 shall not consume foods at the Venue premises, except in the cafe/restaurant and the outside areas;

7.1.5 shall not smoke in the Venue;

7.1.6 shall not bring pets or other animals into the Venue;

- 7.1.7 shall only use a mobile phone or other electronic equipment with consideration of other people.
- 7.1.8 shall not touch objects on display unless this is explicitly permitted.
- 7.1.9 shall not take photographs or make video or film recordings without written consent of the Organiser or the respective exhibitor;
- 7.2. shall not carry out any commercial activity or promotion except pursuant to their sponsorship package or with the prior agreement of the Organiser.
- 7.3. The Organiser may demand that bags and cases carried by an Attendee be searched in special cases, where this is reasonably considered necessary in the interests of general security. Where reasonably considered necessary, they may also be asked to submit to a security search of their person by specially trained staff. If an Attendee refuses to cooperate, they may be denied further access to the Venue without thereby becoming entitled to a refund of the price of their admission ticket and other costs.
- 7.4. In special cases the Organiser may direct that Attendees 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 cases officials of the Organiser who are recognizable as such are authorised to demand that Attendees on whom such equipment is discovered hand it over for safekeeping by the Organiser while they are present in the Venue. Attendees should realise that other Attendees may possibly take photographs in the Venue.
- 7.5. If an Attendee's conduct becomes immoral, unjust, indecent, unethical or is presented in bad faith, depending on the severity and at the Organiser's discretion, the Attendee may be asked to leave the Event and may be denied further access without right to a refund or reimbursement of costs.
- 7.6. In any case, if an Attendee refuses to cooperate or follow instructions of the Organiser, they may be denied further access to the Venue without thereby becoming entitled to a refund of the price of their admission ticket and other costs.
- 7.7. Attendees should advise of any special access requirements at the time of receiving their invitation.

## **8. Media recordings**

- 8.1. The Organiser may make or commission photo, video and/or sound recordings of the Event.
- 8.2. Please note that the invite-only character of the Event does not make it non-public, as anyone can apply for an invitation and activities will be performed outdoors, free to witness by passers-by. There for, by attending this public event, Attendees may be photographed, and video and/or sound recorded (jointly referred to as 'Media recordings') and no right would arise for the Attendee over the use of their portrait/likeness when such Media recordings are published on any social platform, media outlet, advertising material – regardless whether they are physical or digital. The Athlete agrees that any audio-visual and / or photographic and / or illustrative work, created pursuant to the previous sentence may be used, processed and edited and used by the Organiser. The copyright on the created works belongs to Organiser, including

the exclusive right to publish, publicly display and distribute the works for commercial or advertising purposes for the maximum term specified by law, worldwide, without limitation of the territory, for which can be used.

- 8.3. Pursuant to art. 8.2., by attending the Event the Attendee agrees to the use of any such Media recording in publishing for reports or advertisements concerning the Event and/or any products of the Organiser, displayed at the Event. Should the Attendee object to their recording, they should explicitly inform the Organiser or let the recording team know of their objection.

## 9. Price and Method of Payment

- 9.1. The Organiser may set different price points for attendance of the Event, depending on the role of the Attendee. These prices, if any, shall be communicated alongside your invitation to attend.
- 9.2. Any amount due to the Organiser, as communicated to and agreed with the Attendee, shall be due for payment in advance immediately after acceptance of the invitation and the issuance of an invoice.
- 9.3. Payments should be made in EUR via bank transfer to the bank account specified by the Organiser. All bank fees and money transfer costs must be paid by the transmitter.
- 9.4. The advance payment invoice is issued by the Organiser. The respective invoice shall be sent to the Attendee as a PDF file within 10 (ten) business days after confirming their attendance. The Attendee is not entitled to receive a paper invoice. If you have any questions regarding payment and/or the invoice, please contact the Organiser directly at [info@climbingsummit.com](mailto:info@climbingsummit.com).
- 9.5. Unless otherwise specifically agreed upon, the price points do not include travel and accommodation or other costs that may be incurred in attending WICS.
- 9.6. Where your role in the Event calls for payment from the Organiser, the payment or reimbursement shall be made within 30 business days after the last day of the Event provided that you have submitted all required documents, including your invoice where applicable.

## 10. Cancellations and Substitutions

- 10.1. Which cancellation rules apply to you shall depend on your role at the Event. Please take care to identify your role and inform yourself of the applicable policy. For any and all questions on the cancellation policy applicable to your case, you can contact [info@climbingsummit.com](mailto:info@climbingsummit.com).
- 10.2. In case of cancellation by the Attendee, dependant on your role, the following policies shall apply:
- 10.2.1 There shall be no refund of Visitor tickets. Visitors may change the name of the attendee, pursuant to approval by the Organiser requested up to 7 days prior to the event. Name change request will be accepted by email on [info@climbingsummit.com](mailto:info@climbingsummit.com), indicating the old and new attendee name and a short introduction of the merits of the newly proposed attendee.

10.2.2 If a Sponsor cancels their attendance at the Event with prior notice to the Organiser or for any other fault of their own cannot attend, the Sponsorship fee may be refunded in the following amounts dependant of the time of cancelation:

Time of cancelation	Refund amount
Within 48 hours after the initial payment	75 % refund;
Up to 3 months before the Event	65 % refund;
Up to 1 month before the Event	50 % refund;
Less than 1 month before the Event	No refund.

10.2.3 If the Presenters cancels their attendance at the Event with prior notice to the Organiser or for any other fault of their own cannot attend, the following terms shall apply dependant of the time if cancelation:

Time of cancelation	Refund amount
Up to 2 months before the Event	The Presenter shall not be entitled to reimbursement of cost related to their attendance at the Event;
Less than 2 months before the Event	The Presenter shall not be entitled to reimbursement of cost related to their attendance at the Event and shall be liable for cost incurred by the Organiser, in relation to his cancellation.

10.2.4 Route-setters and Climbers may cancel their attendance at the Event with prior notice to the Organiser. The following terms shall apply dependant of the time if cancelation:

Time of cancelation	Refund policy
Up to 2 months before the Event	The Rout-setter/climber shall not be entitled to payment, nor to reimbursement of cost related to their attendance at the Event;
Less than 2 months before the Event	The Rout-setter/Climber shall not be entitled to payment, nor to reimbursement of cost related to their attendance at the Event and shall be liable for cost incurred by the Organiser, in relation to his cancellation.

- 10.3. In the event that the WICS cannot be held or is postponed due to events beyond the control of the Organiser (force majeure) or due to events which are not attributable to wrongful intent or gross negligence of the Organiser, the Organiser cannot be held liable by the Attendees for any damages, costs, or losses incurred, such as transportation costs, accommodation costs, costs for additional orders, financial losses, etc.
- 10.4. If for reasons unattributable to the Attendee the Event cannot be held or is postponed, the Organiser may either retain any fees paid and credit it for the postponed event, or to reimburse the Attendee after deducting costs already incurred for the organisation of the summit and which could not be recovered from third parties.

## **11. Special rules for some Attendees**

- 11.1. Presenters may be required to submit their presentation material to the Organiser for content approval no later than 1 month prior to the Event.
  - 11.1.1 Presenters who have not submitted materials, when they have been required to, or who have failed to amend their material after recommendations have been made by the Organiser, may be removed from the WICS program and the rules for cancelling for fault of the Presenter/Sponsor shall apply.
- 11.2. Presenters may be interrupted at any point during their presentation time at the discretion of the Organiser, should their content or conduct become immoral, unjust, indecent, unethical or is presented in bad faith. Depending on the severity, the Presenter may be asked to leave the Event and may be denied further access without the right to refund or reimbursement of costs.
- 11.3. At the time of purchasing a sponsorship package, the Sponsor must grant a licence to the Organiser for the use of their photos, logos, slogans and any other materials in the promotional material of the Event as well as for any other marketing material of the Organiser that follows.
- 11.4. Sponsors who have purchased the “WICS Exhibitor Sponsor” benefits, including a booth at the exhibition must be present and have prepared their booth no later than 18:00h of the day preceding the first day of the Event, unless otherwise instructed by the Organiser. Sponsors who have not prepared their booth shall be considered to have forfeited their right to a booth.
  - 11.4.1 The Organiser shall have mantled the booth and supplied it with carpeting and electricity before the arrival of the Sponsor. No other service is expected from the Organiser unless otherwise explicitly agreed.
  - 11.4.2 On the day following the end of the Event, the booths must be undone no later than 12:00 on the same day, unless otherwise instructed by the Organiser. The Sponsor shall be liable for any damage incurred by the Organiser pursuant to the late dismantling of the booths for fault of the Sponsor.
  - 11.4.3 Should the Sponsor not be present on the day of dismantling, the Organiser shall undo and dismantle the booth at their own discretion and handle the Sponsor’s material at their own discretion. The Sponsor shall be liable for any cost incurred.

- 11.5. Sponsors who have purchased the “WICS Climbing Holds Exhibition Sponsor” benefits are required to send their exhibition material no later than a month before the event. The Organiser undertakes to receive and guard the shipment containers on behalf of the sender, but will not open, inspect or in any other way handle the content of the containers.
- 11.5.1 The Sponsor undertake to be present and prepare their exhibition space no later than 18:00h. on the day preceding the first day of the Event, unless otherwise instructed by the Organiser. Sponsors who have not prepared their exhibition space shall be considered to have forfeited their right to an exhibitor slot.
- 11.5.2 The Organiser shall take no responsibility to guard or take care of the holds exhibited or any other material belonging of the Sponsor during the Event – the Sponsor bears all risk of loss or damage during the Event.
- 11.5.3 On the day following the end of the Event, the exhibition space must be undone no later than 12:00 on the same day. The Sponsor shall be liable for any damage incurred by the Organiser pursuant to the late dismantling of exhibition for fault of the Sponsor.
- 11.5.4 The Sponsor is responsible for packaging and shipping arrangements of the exhibited holds after the Event.
- 11.5.5 Should the Sponsor not be present on the day of dismantling, the Organiser shall undo and dismantle the exhibition at their own discretion and handle the Sponsor’s material at their own discretion. The Sponsor shall be liable for any damage incurred by the Organiser in the process.

## **12. Privacy and Data**

- 12.1. By entering into contractual relations with the Organiser, Attendees agree to allow personal information provided by them to be held on a database and used by the Organiser on the ground and for the purposes outlined in our Privacy policy, that can be found on the Website.
- 12.2. The contact details of Attendees will be placed on the attendee list and used by the Organiser for future contact.
- 12.3. 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 Organiser accepts no responsibility.

## **13. Liability and Indemnity**

- 13.1. If the Organiser breaches the agreement by not using reasonable care and skill and this breach can be remedied the Organiser will remedy it at no extra cost to the Attendee.
- 13.2. The Organiser shall only be liable for damage sustained by the Attendee that is a direct consequence of gross negligence or of an intentional act or omission on the part of the Organiser. Liability is in any case limited to the lower of the following two sums: a) the sum paid out to the Organiser by its insurance Organiser relating to that particular claim; or b) reimbursement made to the Organiser by a third party with respect to the damage relating to that particular claim.



- 13.3. The Organiser 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 Attendee to arrange appropriate insurance cover in connection with their attendance at WICS.
- 13.4. Presenters', Sponsors' or any other Attendee's views and advice are their own and the Organiser disclaims all liability for advice and opinions given. Documents distributed at WICS are intended for information only and should not be relied upon.

#### **14. Force Majeure**

- 14.1. 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 for any cause that is beyond their reasonable. 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.

#### **15. Waiver**

- 15.1. No waiver by the Organiser of any breach of these Terms and Conditions by the Attendee 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.
- 15.2. 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.

#### **16. Severance**

- 16.1. 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.

#### **17. Copyright**

- 17.1. The Organiser 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 Organiser may take such actions as may be appropriate to restrain or prevent copyright infringements.

#### **18. Variation and Amendments**

18.1. From time to time the Organiser may:

- 18.1.1 amend any accidental error or omission in these Terms and Conditions or any promotional or informative materials concerning WICS;
- 18.1.2 cancel or change participants, format, features, content, location or any other aspect of WICS without liability;
- 18.1.3 subcontract the performance of any of its obligations to a third-party subject to the Terms and Conditions remaining the same, in which case the Organiser shall be responsible for the acts or omissions of the sub-contractor(s) as if it were an act or omission of the Organiser itself.

## **19. Governing Law and Jurisdiction**

19.1. These Terms shall be governed by, and construed in accordance with Bulgarian law. The parties irrevocably agree that the competent court of the Republic of Bulgaria have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms and Conditions where an amicable resolution of the dispute cannot be reached.

These General Terms and Conditions have been approved and published on 01.02. 2023.