

**GENERAL TERMS**OF THE CONTRACT BETWEEN BULGARIKA NPA AND THE PARTICIPANTS IN
THE INTERNATIONAL ARTS AND CRAFTS FAIR "BULGARIKA"**I. GENERAL PROVISIONS**

- 1.1. The conditions, under which the participants in The International Arts and Crafts Fair Bulgarika execute a contract with BULGARIKA NPA, are settled by these General Terms.
- 1.2. BULGARIKA NPA here in after referred to as "Organizer" provides publicity, accessibility, and up-to-date information concerning the General terms, price and the mode of payment of the official Internet site of Crafts Fair - www.bulgarika.bg.
- 1.3. The General terms become binding for the participants from the date of signing the Application for participation at the Exhibition or at the parallel program.

II. PARTIES

2. Parties under the following General terms are:
- 2.1. BULGARIKA NPA, UIC: 175668185, with head office and address of management: city of Varna, 12 Loza str., correspondence address: city of Varna, 12 Loza str., represented by Veselina Savova – Chairperson of the Board of Managers.
- 2.2. The participants in The International Arts and Crafts Fair Bulgarika - each physical person or legal entity that has signed a participation application. Participants are divided in the following categories:
- 2.2.1. Exhibitors - participants who rent exhibition area.
- 2.2.2. Demonstrators- authors approved by the Organizer. The demonstrators demonstrate their skills within the territory of The International Arts and Crafts Fair Bulgarika during the working time fixed by the organizer and pay: the participation fee amounting to 60 /sixty/ euro. Each demonstrator pays for exhibition area and additional equipment by his work(s) of art at the price of the application value as the price of the work/s is determined at the wholesale price (the retail price minus twenty-five Percent discount).
- 2.2.3. Participants in the competitions performed within The International Arts and Crafts Fair Bulgarika
- 2.2.4. Participants in the events performed within The International Arts and Crafts Fair Bulgarika
- 2.2.5. Authors/Performer with special presentation in the Crafts Fair Program.

III. PERIOD OF DURATION. WORKING TIME

- 3.1. The International Arts and Crafts Fair Bulgarika - Varna takes place annually from the first to the twenty first of August within the Sea garden of Varna: Central entrance /between Sea casino Varna and scene „Shell” and the alley – direction “The bridge over the channel”.
- 3.2. The International Arts and Crafts Fair Bulgarika working time is set from 10.00 to 22.00 each day, Saturday and Sunday included.

IV. TYPES OF PARTICIPATION

- 4.1. **Exhibition area renting:**
- 4.1.1. Building of a bungalow - it is built from fair construction. The price includes: design, assembly and disassembly, a chair, lighting, a wall-plug for a cash register. The participant may propose to the organizer his/her own design (draft) for co-ordination. In case the participant does not offer his/her design a design worked out by the organizer shall be carried out.
- 4.1.2. Building of a shelter - it is built from fair construction. The price includes: design, assembly and disassembly of a back and sunshade, lighting, a wall-plug for a cash register.
- 4.1.3. Vacant area - within the framework of the exhibition - The price does not include the building of platforms, walls, a back and sunshade.
- 4.1.4. Additional equipment- It is ordered in the Application form. The organizer also offers equipment and services not included in the application form

4.2. Competition

4.2.1. Participation in Souvenirs Competition

- An application form is filled in;
- Participation charge is not paid;
- The expenses for the organization of the competition are undertaken by the organizers;
- The participants are awarded with honorary diploma;
- The winner is awarded with diploma and prize at the rate of 150 € ;

4.3. Performance within The International Arts and Crafts Fair Bulgarika program

4.3.1. Authors approved by the organizers have a separate and special presentation at The International Arts and Crafts Fair Bulgarika Program. The expenses related to the organization of the event are entirely at the organizers expenses.

4.4 Participation in the parallel program of The International Arts and Crafts Fair Bulgarika.

V. ADVERTISEMENT AND ADVERTISING POLICY

5.1 Advertising elements are allowed only in the places designated for this purpose. It is forbidden to place advertising elements outside these places, free-standing or additionally mounted on the structures in the exhibition.

5.2 It is forbidden to place advertising elements on/among the trees located on the territory of the exhibition.

5.3 It is prohibited to place advertising elements in the lawns or in a way that would endanger the people passing through the territory of the exhibition or the elements of the environment located on the territory.

5.4 Placement of an advertising logo or trademark may be placed only on the friezes of the constructed structures or on the walls of the constructed structures, observing the requirement not to pierce or damage the surface of the walls. The advertising elements are installed before the official opening of the exhibition by authorized persons, against a predetermined fee.

5.5 Each company has the right to present its trademark/name/product on a specially made vinyl advertising element. Method of attachment - eyelets, 20 cm or pockets / according to a project provided by the organizer/.

5.5.1 The advertising image should occupy no more than 80% of the total advertising space

5.6 Color restrictions - any advertisement placed within the exhibition should comply with the following color requirements:

- Background / permissible colors / - white, black, red. Red color code: # CF1F46; R 207 G 31 B 70;

5.7 There are no color restrictions on the advertising sign or company logo.

5.8 The opportunities for advertising are described in the Advertising Conditions of the International Fair of Crafts and Arts "Bulgarika". You can get acquainted with them on the website of the organizer bulgarika.bg or on request - on paper.

VI. PRICE AND PAYMENT

6.1. The total price for the participation is calculated on filling-in the Application form which is sent to the Organizer signed and sealed.

6.2. By signing the Application the Participant declares that he/she is acquainted with the General terms and the Privacy Policy.

6.3. The prices specified in the Application refer to the whole duration of the Fair. They are specified in Euro. They are paid in Euro or BGN. Payment in BGN is made according to the fixed exchange rate of Bulgarian Bank.

6.4. Each participant pays participation charge at the rate of 72 (seventy two) Euros. The participation charge includes: right for commercial activity on the territory of the fair; general advertising; security, informational services.

6.5. The area shall be considered rented by the EXHIBITOR upon depositing 30% of the total value of the Application and signing it by both parties - the organizer and the participant.

- 6.6. The area shall be considered rented by the DEMONSTRATOR upon signing the Application by both parties -organizer and the demonstrator.
- 6.7. The DEMONSTRATOR shall pay another 30% of the total value of the Application not later than 30 March 2022
- 6.8. The final payment of the amount as per the Application shall be done by the Exhibitor not later than 1 (first) July 2022 in cash or to the bank account of the organizer.
- 6.9. The Demonstrator shall offer an opportunity to the Organizer to determine the work(s) of art starting from the date of signing the Application till 1 day before the closing ceremony.
- 6.9.1. The Demonstrator has the right to settle and arrange his exhibition area only offer paying for his/her participation with his/her work(s) of art to the value of the Application. The value of the work(s) of art is defined as wholesale price (unified price minus 25 Percent discount)

VII. RIGHTS AND OBLIGATIONS OF THE ORGANIZER

7.1. The Organizer shall:

- 7.1.1. Consign the requested fair services in the form and condition, corresponding to their use;
- 7.1.2. Provide for the undisturbed use of the requested fair services;
- 7.1.3. Determine the disposition of the fair area for the demonstrator;
- 7.1.4. Place at the disposal of the participant/demonstrator the areas for settling and arranging on the 31 (thirty-first) July 2022 till 11.00 a.m.;
- 7.1.5. Provide for night security for the period from 31 July to 21 August 2022, including from 10.00 p.m to 10.00 a.m. The night security shall guard the goods and equipment only in locked bungalows!

7.2. The Organizer shall be entitled:

- 7.2.1. To receive the due sum or work(s) of art within the agreed terms.
- 7.2.2. To obtain the given bungalows and equipment after the fair in the condition, in which he has given it.
- 7.2.3. The Organizer shall not bear responsibility for any unfavourable natural phenomena or disasters, upon occurrence of any force majeure circumstances or any other situations, beyond his control.

VIII. RIGHTS AND OBLIGATIONS OF THE EXHIBITOR

8.1. The Exhibitor is entitled:

- 8.1.1. To use the rented item with the purpose of trade, representation or demonstration.
- 8.1.2. To trade with goods and services not forbidden by the law and in a way, observing the current legislation of the Republic of Bulgaria.
- 8.1.3. To perform trade and advertisement activity **only within the area rented by him**, observing the current General terms, the advertising policy of the organizer the legal, tax, hygiene, fire precaution and other requirements;

8.2 The Exhibitor shall:

- 8.2.1. Pay the amount according to the Application and observing the General Terms.
- 8.2.2. Participate in the Fair with the assortment described in the Application.
! Any amendments and additions to the assortment shall be made only with the consent of the Organizer.
- 8.2.3. Arrange the exhibited works of art and goods without damaging, piercing or injuring the surfaces and elements of construction and equipment.
- 8.2.4. Settle all problems concerning their goods and exhibited works such as: transportation, insurance, arranging, contracting and sale;
- 8.2.5 To arrange themselves all issues concerning providing safe and healthy working conditions and all costs are fully covered by them.
- 8.2.6 Conducting the necessary measurements for the safe exploitation of appliances and equipment is fully covered by the exhibitor.
- 8.2.7 Bring away the goods and exhibited works of art and deliver the areas and equipment not earlier than 22.00 pm on 21 August and not later than 10.00 am on 22 August.
- 8.2.8. Provide at all times access to the Organizer to all areas placed at their disposal for use.
- 8.2.9. The Exhibitor shall be held responsible for damages caused by him, his officers and family, ascertained by a protocol.

**8.3. The Exhibitor shall not:**

- 8.3.1. Cede the fair services;
- 8.3.2. Switch on additional electricity consuming devices (additional lighting, fans and etc.) without a submitted request for electrical wall plug secured with the needed power;
- 8.3.3. Use the name and trade mark of the "International Arts and Crafts Fair Bulgarika" without the explicit consent of the Organizer Bulgarika NPA.
- 8.3.4. Include the name "International Arts and Crafts Fair Bulgarika", and the trade marks of the organizer and his/her partners in his/her own advertising materials or other information media without the explicit consent of the Organizer.
- 8.3.5. By infringement of it 8.3.2. The Exhibitor shall owe penalty to the amount of BGN 300.00.
- 8.3.6. By repeated infringement of it 8.3.2. The Exhibitor shall owe penalty to the amount of BGN 500.00.
- 8.3.7. In case of violation of it. 8.2.2. and 8.3.2. by the Exhibitor, the organizer shall be entitled to terminate the contract unilaterally, without having to return the amount deposited by the participant.

IX. RIGHTS AND OBLIGATIONS OF THE DEMONSTRATOR**9.1. The Demonstrator shall be entitled:**

- 9.1.1. To use the rented item with the purpose of trade, representation or demonstration.
- 9.1.2. To trade with goods and services not forbidden by the law and in a way, observing the current legislation of the Republic of Bulgaria.
- 9.1.3. To perform trade and advertisement activity only within the area rented by him, observing the present General terms, the advertising policy of the Organizer, legal, tax, hygiene, fire precaution and other requirements;

9.2. The Demonstrator shall:

- 9.2.1. Pay the amount, respectively to deliver the production/s upon the indicated in the Contract order;
- 9.2.2. Demonstrate his abilities at the area of the International Arts and Crafts Fair in the appointed by the Organizer working hours.
- 9.2.3. Participate in the Fair with the assortment described in the Application. Any amendments and additions to the assortment shall be made with the consent of the Organizer.
- 9.2.4. Arrange the exponents and the goods without damaging or piercing the surfaces and the elements of the construction and the equipment;
- 9.2.5. Settle by themselves all problems concerning their goods and exhibited works such as: transportation, insurance, arranging, contracting and sale;
- 9.2.6. Bring away the goods and exhibited works of art and deliver the areas and equipment not earlier than 22.00 pm on 21 August and not later than 10.00 am on 22 August.
- 9.2.7. Provide at all times access to the Organizer to all areas placed at their disposal for use.
- 9.2.8. Bear responsibility for damages caused by him, his officers and family, ascertained by a protocol;
- 9.2.9. The damages shall be paid on market prices before the clearing of the rented area.
- 9.2.10. To participate in the press conferences and representations, arranged by the Organizer.

9.3. The Demonstrator shall not:

- 9.3.1. Cede the fair services.
- 9.3.2 To present other authors or their works of the designated area for him.
- 9.3.3 In the event of a violation of item 9.3.2, demonstrators automatically changes its status to an exhibitor and dues the amount payable on demand for space occupied by him at the time of a finding of infringement.
- 9.3.4. Switch on additional electricity consuming devices (additional lighting, fans and etc.) without a submitted request for electrical wall plug secured with the needed power;
- 9.3.5. Terminate the demonstrations according to the working hours, appointed by the Organizer.
- 9.3.6. Use the name and trade mark of the "International Arts and Crafts Fair Bulgarika" and the Organiser Bulgarika NPA without the explicit consent of the Organizer.



9.3.7. Include the name "International Arts and Crafts Fair Bulgarika", and the trade marks of the organizer and his/her partners in his/her own advertising materials or other information media without the explicit consent of the Organizer.

9.3.8. By infringement of item 9.3.4., the Demonstrator shall owe penalty to the amount of BGN 300.00.

9.3.9. By second infringement of item 9.3.4. the Demonstrator shall owe penalty to the amount of BGN 500.00.

9.3.10. In case of failure to completion of it. 9.3.4 and 9.3.5 by the Demonstrator, the Organizer shall unilaterally terminate the contract, without returning the deposited by the Demonstrator amount/production/s.

X. PROVIDING ACCESS OF MOTOR VEHICLES / VEHICLES / TO THE TERRITORY OF THE EXHIBITION

10.1 In order to ensure access of the motor vehicle to the territory of the exhibition, each participant should submit an Application in a form and enclose a copy of the coupon of the motor vehicle, for which access will be provided. The application is submitted to the organizer by July 3, 2022 - electronically to the following e-mail address: contact@bulgarika.bg or to the address: Varna 9010, 12 Loza str.

10.2 After the expiration of the term under art. 10.1, the Organizer initiates a procedure before the Municipality of Varna for approval of the access and issuance of official notes for the passage of vehicles in Primorski Park for the days of July 31 and August 22.

10.2.1 The time periods for provided access will be indicated in the official notes issued by the Municipality of Varna.

10.3 In case a participant does not submit an Application or submits an Application after the specified term, he / she should organize his / her activities for accommodation and release of the exhibition areas without the use of a motor vehicle on the territory of the Park.

XI. PENALTIES AND COMPENSATIONS

11.1 In case of delay in the payment under items 6.7 and 6.8, the participant owes a penalty in the amount of 0, 5% of the due amount for each overdue day, but not more than 10% in total.

11.2 In case of delay of the payment under item 6.7 by more than 10 days, the Organizer has the right to unilaterally terminate the contract, without being obliged to return the amount paid by the participant.

11.3 In case of violation of item 6.10, the Demonstrator owes to the Organizer a penalty in the amount of the amount due under the Application in double amount.

11.4 In case of violation of items 5.1, 5.2, 5.3, 5.4, 5.5 and 5.6 the Organizer shall provide the participant with a reasonable term for elimination of the irregularities. If they are not removed within the specified period, the Organizer has the right to unilaterally terminate the contract without having to return the amounts paid by the participant / work / s.

XII. TERMINATION OF THE CONTRACT

12.1. The following contract shall be terminated:

12.1.1. At the end of The International Arts and Crafts Fair Bulgarika ;

12.1.2. By mutual consent of the parties;

12.1.3. By non-payment of the amount required or delivering the production/s due by the Organizer.

12.1.4. By negligence of each of the clauses of the following General terms by the right party.

XIII. ADR BODIES

13.1 ADR bodies shall deal with disputes between consumers and traders related to obligations arising from concluded, including online, contracts for the sale or provision of services.

13.2 Alternative Dispute Resolution (ADR) is another method of resolving consumer disputes that aims to save time, money and preserve the relationship between the parties.

13.3 In the event of a disputed case, you can contact us at: contact@bulgarika.bg.

13.4 If the case cannot be resolved by mutual consent, you can contact the relevant ADR bodies: the ADR platform or the Consumer Protection Commission www.kzp.bg.

XIV. GUARANTEE OF THE INTRODUCTORY OF INFORMATION CONTAINING PERSONAL DATA

14.1 Bulgarica NPA, including its partners, subcontractors and employees, is committed to ensuring the privacy of information containing personal data provided by participants through completed forms, including such completed online or electronic correspondence.

14.2 The protection of the personal data of the participants is regulated by these General Terms and Conditions, the provisions of the Personal Data Protection Act, REGULATION EU 2016/679 - GDPR and the mandatory instructions of the Commission for Personal Data Protection.

14.3 When you use the website www.bulgarika.bg, we collect certain information or data about you:

- Your questions, inquiries, alerts or feedback, including: your names, email address, telephone numbers and other contact details so that we can answer you whenever you want;
- Your IP address, as well as details about which version and which web browser you are using;
- Information about how you view the site, using cookies, Google Analytics and Yandex Metrica to help us improve the website.

XV. PROTECTION OF PERSONAL DATA

15.1 Personal data is collected and processed by the Bulgarika Association only for the needs of providing services and activities related to the International Crafts and Arts Fair Bulgarika, the accompanying events included in the program of the exhibition or other events organized by the Bulgarika NPA. Personal data is collected and processed in strict compliance with the requirements of the Personal Data Protection Act and EU Regulation 2016/679 - GDPR.

15.2 You can browse the pages of the bulgarika.bg website freely without having to enter any personal data.

15.3 At Bulgarika NPA we are committed to ensuring the confidentiality and protection of your personal data, in our capacity as Administrator of the personal data you provide to us.

15.4 When and why we collect personal information ("personal information" and "personal data" are used as identical terms) we have presented in detail in the Privacy Policy, which is available on our website bulgarika.bg, as well as in our office printed on paper. In the Privacy Policy you can find out in details when and why we collect personal information, how we use it, the conditions under which we may disclose it to third parties and how we ensure the security of this information.

15.5 In case you decide to request services, it is necessary to provide the personal data we want in order to perform the service you have requested, but your personal data continues to be protected. Disclosure is possible only in cases where the information is required by state bodies or officials authorized by law to request and collect information containing personal data and in compliance with the statutory procedure.

15.6 The organizer Bulgarika NPA may change the Privacy Policy. By requesting participation in the International Fair of Crafts and Arts "Bulgarika", in events included in the accompanying program or other services and activities organized by the Bulgarika NPA, you agree to be bound by this policy.

XVI. FINAL REGULATIONS

16.1. The Organizer Bulgarika NPA shall keep the right to change the General provisions. All the changes shall be announced by publishing them in the internet site of the International Bulgarika NPA - www.bulgarika.bg. The changes shall enter into force right after the announcement, according to the mentioned above order.

16.2. The parties shall not uncover or use unconscientiously the technical, commercial or any other confidential information, received on the occasion of implementation of any Application.

16.3. All the relations between the Organizer and the Participant shall be subject to regulation by the Legislation of the Republic of Bulgaria.

16.4. All the arguments which arise during the execution of the contract shall be settled by the parties on the basis of a good partner cooperation through negotiations. In case the parties do not come to any



agreement, the agreement shall be settled by mediation, and if it proves impossible - before a competent Court in the city of Varna.

16.5. The General Terms include twelve parts and are drawn up in Bulgarian and English. In case of a dispute, the version in Bulgarian shall have a priority. In case of antinomy between the clauses in English language, the Bulgarian version shall be used for interpreting of the actual common will of the parties.

16.6. By signing the Application for Participation the parties confirm, that they have read the following General Terms and Privacy Policy of Bulgarika NPA and that they completely understand and accept without any objections everything, that they expect.