

"CONFIRMED"
SIA Mans alus" valdes priekšsēdētāja
L. Šikore
Rīga, 30 January 2022

#### **RULES FOR PARTICIPATION**

#### in the 10th International Beer Festival "LATVIABEERFEST 2022"

# 1. Terms used in the Rules for Participation:

- **1.1. Visitor -** a person who purchased the festival admission ticket is in the event area and agrees to abide by these rules;
- 1.2. The membership fee includes point of sale lease according to place category and zoning;
- **1.3. Participant -** any legal entity applying for its participation in the 9th International Beer Festival as an Exhibitor or Co-Exhibitor who has completed and submitted to the Organizer an Application-Reservation (hereinafter Application) in accordance with the procedures specified in the Rules for Participation.
  - **1.3.1.** Participation in Coexponential Status means the placement of an exhibition of its company on the exhibition grounds of other companies (Exhibitors).
  - **1.3.2.** Participation in Co-Exhibitor Status must be agreed in writing with the Organizer. All financial settlements for participation are made by the Exhibitor.
- **1.4. Festival -** annual, international, public commercial exposition of food and beverage industry products International beer festival "Latviabeerfest"
- **1.5. The Organizer -** Beer, Kvass and Malt Beverage Society "Alus Brālība" (hereinafter AB), unified registration no. 4008196665, which organizes the Festival visitors' flow, music and entertainment elements and SIA "Mans alus", unified registration number 42103109524, which organizes the Food and Beverage Industry Exhibition as well as provides the necessary technical equipment for the event.
- **1.6. Ancillary Service** a service offered by the Organizer and not included in the Participation Fee.
- **1.7. Person in charge of public order and security -** a security operator appointed by the Festival organizer who has received a license to perform security activities and provides security services, and who has assumed responsibility for control and execution of public order, security and fire safety requirements at the venue and time of the Festival. The responsible person is at the festival venue from the start of the festival assembly to the end of the dismantling.
- **1.8. Person to be Responsible for Technical Supply** An authorized person of the Organizer who has taken responsibility for the supervision of the technical safety of the technical equipment and structures used at the Festival and the overall technical safety of the event.
- **1.9. Technical Area -** an additional area for the Technical Needs of the Participant, which is located outside the Trading Venue and does not host any services, exhibitions or sales. The technical area can be allocated up to 10% of the sales area.

#### 2. Time and Venue of the Festival

- 2.1. The venue of the Festival shall be Vērmanes Garden in Rīga;
- **2.2.** The working hours (for visitors) shall be:

25/05/2022 14:00 - 23:00 26/05/2022 12:00 - 23:00 27/05/2022 12:00 - 02:00 28/05/2022 12:00 - 02:00 29/05/2022 12:00 - 22:00

## 3. Participation in the Festival

- **3.1.** Participation in the Festival is requested by completing and delivering in person or by mail the Application signed by the Participant (Mazā Pils iela 5, Riga, LV-1050) in two copies, thus concluding with the Organizer's agreement on participation in the Festival and assuming the obligations stipulated in the Rules for Participation.
- **3.2.** The entry fee is determined according to the Festival venues price list according to the venues category and zoning:
  - Category I 200 m2, 5 outlets, open-air meals and one beer brand;
  - Category II 100 m2, 15 outlets, one beer brand and hot snacks;
  - Category III 50 m2, 26 outlets, one beer brand and cold snacks;
  - Category IV: 9 m2, 12 sales outlets, one brewery capacity up to 20 000 liters / year;
  - category V 25 m2, 8 outlets only for sale to Latvian winemakers;
  - Category VI: 16 outlets, only food sales from the trailer;
- Category VII 9 m2, 5 retail outlets, only cold snacks (ice cream, juices, sweets, nuts, salty snacks, etc.)
  - Category VIII 9 m2, 20 outlets, craftsmen / artisans only.

| Vietas kategorija | Pamata cena | Izmaksas dienā<br>(no pamata<br>cenas) | A zona (koeficents<br>1.2) | B zona<br>(koeficents 1) | C zona<br>(koeficents 0.8) |
|-------------------|-------------|--|----------------------------|--------------------------|----------------------------|
| I                 | 50 00.00 €  | 10 00.00 €                             | 60 00.00 €                 | 50 00.00 €               | 40 00.00 €                 |
| II                | 27 00.00 €  | 5 40.00 €                              | 32 40.00 €                 | 27 00.00 €               | 21 60.00 €                 |
| III               | 18 00.00 €  | 3 60.00 €                              | 21 60.00 €                 | 18 00.00 €               | 14 40.00 €                 |
| IV                | 7 50.00 €   | 1 50.00 €                              | -                          | 7 50.00 €                | -                          |
| V                 | 7 50.00 €   | 1 50.00 €                              | 9 00.00 €                  | 7 50.00 €                | 6 00.00 €                  |
| VI                | 14 00.00 €  | 2 80.00 €                              |                            | 14 00.00 €               |                            |
| VII               | 6 00.00 €   | 1 20.00 €                              |                            | 6 00.00 €                |                            |
| VIII              | 2 50.00 €   | 50.00€                                 | -                          | 2 50.00 €                | -                          |

- **3.3.** The Trading Zone is considered to be reserved from the moment the Participant has paid at least 50 (fifty)% of the Participation Fee. The reservation is valid until the participation fee of 100% has been paid within the term specified in the Participation Rules.
- **3.4.** Any Participant who sells alcoholic and non-alcoholic beverages, food products, catering services at the Festival requires a Participant's civil liability insurance policy valid during the Festival, which includes, among others, the Participant's liability insurance against third parties (other Participants, Visitors, possessor of the Festival Area) operator,

- subcontractors, service providers, employees, etc.) as well as losses incurred during assembly and dismantling works.
- **3.5.** The participant takes care of the leased equipment and the trading venue as a caring owner and handles it to the Organizer by 30.05.2022 until 05.00 am in full order undamaged, unattended and orderly. Any Property of the Participant located in the territory after the end of the Festival shall be deemed to have been handed over to the Organizer for destruction and disposal in the funds of the Participant.
- **3.6.** Each Participant shall provide all lawn covered area with lawn protection. The material and type of protective cover shall be determined by the Organizer in accordance with the park manager's instructions.
- **3.7.** The Participant undertakes:
  - 3.7.1. Trade, public order and safety regulations as well as fire safety and environmental protection requirements specified in regulatory enactments of the Republic of Latvia;
  - 3.7.2. to comply with the Rules of Participation and to immediately comply with the instructions of the Organizer, the persons responsible for public order and safety, the persons responsible for technical security, the keepers of order, as well as state and municipal officials regarding the organization, public order and security of the Festival.

## 4. Terms and conditions of the trading area

- **4.1.** The Participant is entitled to stay in the Festival area and start the sales area if he has paid in full the membership bills.
- **4.2.** Shop Area Placement- 24.05.2022 at 15.00 until 25.05.2022 at 12.00
- **4.3.** Entry of motor vehicles in the territory of the park with special passes in accordance with Clause 1.4. of the responsible official referred to in paragraph 1 and the agreed schedule:

from 24.05 at. 15.00 to 25.05.2022 at 12.00 25.05.2022 from 09.00 until 11.00 am 26.05.2022 from 09.00 until 11.00 am 27.05.2022 from 11.00 until 13:00 am 28.05.2022 from 11.00 until 13:00 am 29.05.2022 from 11.00 until 13:00 am

**4.4.** Dismantling and removal of a trading area only with special passes in accordance with the instructions of the official responsible for technical support is planned:

29.05.2022 from 23.00 to 24.00 30.05.2022 from 00:00 to 5.00

- **4.5.** Carrying out, dismantling and removal of a trading area outside of the specified time is an additional service and must be settled in accordance with the price list of the Optional Application.
- **4.6.** The trading area should be arranged according to the Organizer's location planning scheme.
- **4.7.** The participant is entitled to install the sales area constructions independently only if it is carried out by an appropriately certified specialist or a licensed legal person, guaranteeing the safety and durability of the structures, as well as compliance with the construction and fire safety requirements, provided that the structural support elements (reinforcement,

- support, tie-in) or any other linkage) does not affect another trading area or the structures installed by the Organizer.
- **4.8.** Only authorized officials of the Organizer have the right to authorize the construction of a trade zone design in a vertical plane more than 3 meters in a vertical plane.
- **4.9.** The participant shall provide at least 60% (sixty percent) of the sales area for the placement of visitors' tables and benches. In the event of failure to comply with this provision, the Organizer shall have the right to place additional tables and chairs in the Participant's trading area to the extent that the specified proportion is respected. The Participant shall pay for this additional equipment in full according to the Additional Equipment Price List.
- **4.10.** Minimum number of tables and benches in trade zones:
  - 50 (fifty) m2 at least 6 (six) tables and 12 (twelve) steps;
  - 100 (one hundred) m2 at least 12 (twelve) tables and 24 (twenty-four) steps;
  - 200 (two hundred) m2 at least 24 (twenty-four) tables and 48 (forty-eight) steps;
  - 500 (five hundred) m2 at least 60 (sixty) tables and 120 (one hundred and twenty) steps.
- **4.11.** The Participant shall manage customs matters independently and shall be fully responsible for compliance with all customs legislation.

# 5. General safety regulations of the festival

- 5.1. Participants and Visitors of the Festival must follow the laws and regulations of the Republic of Latvia relating to the organization of public events and the maintenance of public.
- 5.2. In the event of non-compliance with the laws and regulations, offenders may be held liable for administrative, criminal or civil liability.
- 5.3. Forbidden at and / or during the Festival:
  - behave or act in a way that endangers or may endanger others;
  - spit, dispose of waste, meet natural needs, smoke in unexpected places;
  - Noise if it interferes with the peace of the surrounding person;
  - Inappropriate behavior, harassment with begging;
  - be in a state of intoxication caused by alcohol or other psychotropic substances that harms the dignity of the surrounding people and disturbs their peace;
  - to enter or park with vehicles without special (Organizer issued) pass (except for marked operational transport);
  - ride a bike;
  - to be in the territory of the Festival with pets without coordination with the Organizer;
  - arbitrary placement of private advertisements, information materials, marketing or campaigning activities;
  - Damage or move event signage, information signs and other equipment;

- Carefully treat fire and incinerate fires in unexpected places;
- without the permission of the organizer to engage in trade and other commercial activities;
- Leave your children and belongings unattended;
- the marketing of alcoholic beverages with a maximum alcoholic strength by volume of more than 14% vol;
- sell alcoholic beverages in bottles (packaged), except when produced from products obtained from gardens and apiaries owned by them or from wild plants, without the use of alcohol or other alcoholic beverages. If alcoholic beverages are offered for retail sale in bottles (in packages) in accordance with this Paragraph, their sale is permitted only within the time period specified in the Alcoholic Beverage Circulation Law;
- to sell beverages in glass containers, except in enclosed areas for the Participant's own responsibility, provided that the Participant ensures that the glass containers are not removed from that enclosed area;
- to sell drinks in glass containers, except in a closed area for which the Participant is responsible, provided that the Participant ensures that glassware is not removed from this closed area;
- market drinks in unopened tin packs.
- 5.4. All persons in the territory of the Festival, in matters of security and public order, shall be subject to the requirements and instructions of the responsible person regarding public order and security.
- 5.5. The Organizer of the Festival has the right to expel persons from the Festival territory who do not comply with the general rules of security and public order.

## 6. Ancillary services

- 6.1. The Participant may use the Organizer's services when making the Notes in the Application:
- 6.1.1. ancillary services to the point of sale;
- 6.1.2. civil liability for the purchase of a joint insurance policy;
- 6.1.3. rent of technical area,
- 6.2. The Participant is entitled to:
- 6.2.1. Use the Organizer's Supplemental Service Offer;
- 6.2.2. Submit to the Organizer a certificate issued by the protective cover supplier regarding the time and extent of installation;
- 6.3. If the Participant has valid civil liability insurance, a copy of the policy must be submitted to the Organizer.
- 6.4. The Organizer undertakes to provide Additional Services, which the Participant has applied until 10.04.2022

## 7. Settlement procedure

- **7.1.** Participation Fee and the ancillary service Fee must be paid until 01.05.2022. by transfer to thebank account specified by the Organizer.
- **7.2.** Payments must be made within 10 days of the invoice being issued, without prejudice to paragraph deadline set by the Commission.
- **7.3.** All settlements are made in EURO.
- **7.4.** When making a transfer, the Participant shall bear all costs related to the transfer of money to the Organizer's account.
- **7.5.** The Participant shall settle for Additional Services in accordance with the Rules for Participation and the Optional Price List.
- **7.6.** If the payments are not made in full amount before 01.05.2022, the payment is subject to a penalty of 1% of the outstanding amount for each day of delay.
- **7.7.** An additional service that has been announced from 11.04.2022. and until 01.05.2022, a 25% surcharge will be applied to the fee and the Organizer will determine the payment term
- **7.8.** A fee of 50% is applied to the fee of the additional service, which was announced after 02.05.2022, and its payment term is according to the procedure set by the Organizer.
- **7.9.** Invoicing invoices are cancelled if they are not fully paid within the deadline. The Settlement Payment Order shall be presented to the Organizer.
- **7.10.** If the payment term violation by the Participant exceeds ten days or the Participant has not applied to the Organizer at least 24 hours before the opening of the Festival (unless the Parties have agreed in writing), the Organizer shall have the right to unilaterally terminate the Contract without compensating the Participant for loss and using the applied or reserved trade area. at its discretion and withholding any payments that the Participant has already made as a penalty.

# 8. Rights and Obligations of the Organizer

- **8.1.** In order to improve the overall performance of the Festival, the Organizer has the right to change the spatial plan at its own discretion and to change the location of the Participant. Wherever possible, the Participant's wishes shall be taken into account.
- **8.2.** The Organizer is entitled to unilaterally refuse the Participant's participation in the Festival if its offer, according to the Organizer's opinion, does not correspond to the Festival's theme and basic objectives, if the Participant offers a poor-quality product or misleads the recipient, as well as in cases where the Participant's participation may influence the success and development of the Festival. In such a case, the Organizer shall refund to the Participant 50 (fifty)% of the Participant's participation fee within five working days.
- **8.3.** The Organizer is entitled to isolate the Participant's trading area, also by disabling the supply of electricity or the provision of ancillary services, or to refuse to participate in the Festival until the violations committed by the Participant, established by regulatory enactments of the Republic of Latvia or specified in the Rules for Participation, elimination of consequences, and fulfillment of relevant legal obligations. The Organizer shall not indemnify any loss caused to the Participant or third parties in this regard. The renewal of the power connection is a paid service.
- **8.4.** The Organizer is entitled to control compliance with these Rules of Participation at any time, as well as to request settlement in the specified amount and terms.
- **8.5.** The Organizer is entitled to grant discounts to the Participants who rent the large retail area.

- **8.6.** The Organizer has the right to claim compensation for damages incurred due to the fault of the Participant.
- **8.7.** The Organizer is entitled to prohibit the distribution of all types of advertising and promotional material in cases where their content contradicts the laws of the Republic of Latvia, the theme of the Festival or may harm the Organizer or visitors of the Festival.
- **8.8.** The Organizer is entitled to unilaterally amend the total amount of the Participation Fee and / or Additional Equipment Fee in accordance with the changes in the laws and regulations in force in the Republic of Latvia.
- **8.9.** The organizer shall provide electrical connection during the festival hours according to the requested and paid amount. Available volume step of 1 Kw. There is no electrical connection during the night (outside the festival hours). The Participant is entitled to apply for an additional service for the electrical connection during the night.
- **8.10.** The Organizer provides physical guarding of the Festival venue territory during the closed period of the Festival and assumes sole responsibility for the preservation (taking into account their natural qualities) of the items and exhibits which have been handed over to the Organizer by a separate acceptance transfer act.
- **8.11.** The Organizer provides the general order at the Festival, however, does not assume any liability for losses caused by force majeure, fault of the Participants or visitors.
- **8.12.** The Organizer does not guarantee the insertion of the Participant's basic information in the special edition of the Festival's Beer Newspaper and / or other marketing publications and promotional activities if the Participant has failed to submit it in due time and terms.
- **8.13.** The Organizer is entitled to unilaterally place / change / delete information on the Participant's Festival website www.latviabeerfest.lv and social networks.
- **8.14.** The Organizer does not guarantee the delivery of the Additional Equipment chosen by the Participant if the Application for Additional Equipment is submitted after 10.04.2022.

## 9. Rights and Obligations of the Participant

- **9.1.** The Participant is entitled to use the place of the leased trade area for its needs only in accordance with the zone category specified in the Application and the specified assortment of goods. The Participant at the Festival may only trade products of the brand and / or type specified in the Application without special coordination with the Organizer.
- **9.2.** Only one Participant (specified in the Application) is entitled to stay and trade in one trading area. The Participant is not entitled to associate a co-exhibitor and / or sub-lease a trade area or any part thereof without the Organizer's written consent.
- **9.3.** Participant until 15.04.2022 to submit to the Organizer, the plan of the trading zone, which indicates the electrical connection points of the equipment / equipment, the necessary electricity connection time and volume of consumption, as well as the ordered Additional Equipment Placement Plan and co-ordinates the necessary technical solutions with the responsible official referred to in Clause 1.4 of the Rules for Participation.
- **9.4.** The Participant shall ensure that the park's green cover is laid in accordance with the Trade Area Plan.
- **9.5.** The Participant is entitled to withdraw the Application by informing the Organizer in writing. The Participant's non-participation in the Festival shall also be considered as the withdrawal of the Participant.

- **9.6.** The Participant is to submit the necessary information for the production of identification cards and entry cards for employees to the Organizer by electronic means until 15.05.2022.
- **9.7.** Each Participant receives one Participant's Transport Card free of charge and personalized maps of the Participant's employees for the Trading Area:
  - •> 50 (fifty) m2 4 personalized cards for employees;
  - 50 (fifty) m2 personalized cards of 8 employees;
  - 100 (one hundred) m2 personalized cards of 10 employees
  - 200 (two hundred) m2 20 personalized cards for employees;
  - 500 (five hundred) m2 40 staff personalized cards
- **9.8.** During the Festival, the Participant's staff use personalized membership cards containing information about the Participant (name, employee's name and photo). If a participant's card is issued without a photo, a personal identification document must be presented when entering the territory. It is forbidden to pass the participant's card and passes to other persons.
- **9.9.** The Participant, at least 3 (three) days prior to the Festival opening, will receive the Participant Staff Identification Cards and Entry Card at the Festival Organizer Office Mazā Pils Street 5, Riga, LV-1050.
- **9.10.** The Participant is entitled to create its own acoustic program / advertisement during the Festival only at the points of sale specified by the Organizer and according to the schedule agreed in writing, and it shall not interfere with the interests of other Participants and exceed 80 dB on the perimeter line of the Trading Area, and the rest of the acoustic advertisement (including equipment). sound) should not exceed 40 dB.
- **9.11.** The Participant is entitled to participate in the Festival opening event by prior agreement with the Organizer.
- **9.12.** The participant has the right to participate in the creation of a culture and entertainment program prize fund.
- **9.13.** The Participant is entitled until 15.04.2022. submit to the Organizer information about yourself and your products for placing on the official website of the Festival, in a special edition of the Beer newspaper and / or other marketing publications and advertising activities. The Participant is responsible for the content of the submitted and placed information and compliance with the requirements of regulatory enactments.
- **9.14.** The Participant is entitled to claim compensation for any damage caused to it by the Organizer's gross negligence or misconduct.
- **9.15.** The Participant shall ensure and respond to fire safety requirements when equipment with open flame is used in the construction / installation / use of the Trading Area.
- **9.16.** The Participant shall be responsible for submitting the required amount of electricity and complying with the security regulations. The Organizer shall not indemnify the Participant for losses.
- **9.17.** The participant is not entitled to:
  - Install or dismantle a sales area outside the specified assembly / dismantling time, remove materials, equipment or products from the area;
  - Place any items or parts of it outside the leased sales area during the festival, during the fitting-out, dismantling or removal of the trade area;
  - To use alternative power generation equipment, to connect to the power grid arbitrarily, to exceed the power consumption indicated in the plan of the trade zone, to use equipment that does not meet safety requirements;
  - To link the trade area materials with the structures of adjacent objects;

- To arrange, without approval, the construction of a trade zone whose height in the vertical plane exceeds 3.00 m or exceeds the area of the trade zone determined by the Organizer;
- Go beyond the point of sale for the placement of visitors' tables and benches;
- •Not to provide lawn protection for the point of sale;
- Not to follow the Schedule of the Point of Sale Scheduled by the Organizer;
- Damage to the Point of Sale and equipment rented;
- Distribute promotional materials and samples of goods outside the leased trading area without the Organiser's written consent
- Failure to follow the Organizer's instructions for clean water intake and dirty discharge.
- **9.18.** The Participant shall be fully responsible for the costs incurred by the Organizer for non-compliance with the Rules for Participation.
- **9.19.** The Participant is obliged to make all payments related to the Festival in a timely manner.
- **9.20.** By participating in the Organizer's "Get to know the taste of beer" campaign, the Participant undertakes to sell beer during the whole Festival, for visitors who use the special Latviabeerfest tasting cup with a volume of 0.2 l for a special price. Participant's participation in the action is confirmed by the placement of informative material.

## 10. Responsibility

- **10.1.** If the Participant withdraws the Application:
  - until 21.04.2022, the Participant shall pay a penalty of 50% of the Participation Fee in favour of the Organizer;
  - from 22.04.2022 until 10.05.2022, the Participant shall pay a fine of 70 (seventy)% of the Participation Fee in favour of the Organizer;
  - after 10.05.2022, the Participant shall pay a fine of 100% to the Organizer for the amount of the Participation Fee and the rent for the Additional Equipment;

In case of withdrawal of the application, the Organizer has the right to use the registered or reserved trade area at its own discretion.

- **10.2.** In case of cancellation of the Application, the Organizer shall return the payments due to the Participant within one month from the last day of the Festival, by unilaterally offsetting the payments provided for in the Rules for Participation.
- **10.3.** For each violation of the Rules for Participation, a Participant may be subject to a penalty of EUR 150 (one hundred and fifty euros). The Participant is obliged to compensate for the damage caused as a result of the violation, as well as to immediately remedy the consequences and restore the original situation.
- **10.4.** The Organizer is entitled to isolate the Participant by preventing the participation of the Participant in the Festival, including disabling the supply of electricity, until the consequences of violation of the rules, compensation for the damage caused and compensation for the specified penalty are paid.
- **10.5.** The Participant shall be responsible for preserving the venue transferred to it in the condition in which it was transferred to the Participant prior to the event, including the Participant being responsible for preserving lawns, plants and trees. If the Participant transfers the damaged area to the Organizer, it will reimburse the Organizer for the restoration fee of EUR 36,00 m2.

#### 11. Other Provisions

- 11.1. Entrance to the Festival is free of charge for members of beer, kvass and malt beverage association "Alus Brālība" presenting a valid membership loyalty card and identity document.
- **11.2.** The Rules of Participation form an integral part of the Application and come into force when the Application is mutually signed and until the parties fulfil their mutual obligations.
- **11.3.** The original of these Regulations is drafted in Latvian and kept by the Organizer. From February 1, 2022, they are publicly available at <a href="http://latviabeerfest.lv/lv/daliba-festivala/">http://latviabeerfest.lv/lv/daliba-festivala/</a>. The Participant may request a certified copy of the Participation Rules.
- **11.4.** Any amendments to the Rules for Participation, the Application, all annexes and related documents will only take effect when written.
- 11.5. All disputes arising in connection with these Regulations, the Application or the annexes and which the Organizer cannot resolve with the Participant during the mutual negotiations, will be submitted to the courts of the Republic of Latvia under the jurisdiction of the court in accordance with the laws and regulations in force in the Republic of Latvia.