

TERMS AND CONDITIONS (Arabian Horse Festival 2020)

A. GENERAL INFORMATION

1. NAME OF THE EVENT

Arabian Horse Festival 2020

2. DATE AND PLACE (VENUE) OF THE EVENT

16.09. 2020 – 18.09.2020; Šamorín (Slovak Republic) – X-BIONIC® SPHERE a.s. sports complex

3. ORGANISER

Business name: X-BIONIC® SPHERE, a.s.
Address: Dubová 33/A, 931 01 Šamorín, Slovakia
Telephone: +421 907 618 108
Email: martina.tomanova@x-bionicsphere.com
Website: www.arabianhorsefestival.com

In cooperation with:

Business name: Jazdecký klub NAPOLI s.r.o.
Address: Hattalova 12/C, 831 03 Bratislava, Slovakia
Telephone: + 421 907 618 108

SUBORGANISER OF THE PARTIAL EVENT- AUCTION

Business name: POLTURF Barbara Mazur,
Address: Al.Wyścigowa 4-B/84, 02-681 Warszawa, Poland,
VAT Reg. No PL9521228934

- 3.1 Contact Details: X-BIONIC® SPHERE, a.s.
Address: Office: Dubová 33/A, 931 01 Šamorín, Slovakia
Stables: Rybárska street, 931 01 Šamorín, Slovakia
(GATE 8, GATE 9)
Telephone: +421 907 618 108
GPS Coordinates Office: N: 48°1'24.29" E: 17°17'36.17"
Stables: N: 48°1'24.1314" E: 17°17'3.195"

- 3.2 Accessibility details: (directions by road, nearest airport/train station): Šamorin is located approx. 25 km from Bratislava on the main road between Bratislava and Komárno. Nearest airport is Bratislava (30km) and Vienna (80km).

4. ORGANISING COMMITTEE

President of the Event: Richard Ungerhofer
richard.ungerhofer@x-bionicsphere.com
Show office: Martina Tomanová
martina.tomanova@x-bionicsphere.com
Press Officer: Martina Šmitálová
Martina.smitalova@x-bionicsphere.com

5. EVENT DIRECTOR

Name: Alexander Nálepka
Address: Dubová 33/A, 931 01 Samorin, Slovakia
Telephone: +421 904 637 639
Email: alexander.nalepka@x-bionicsphere.com

6. 24 hours VETERINARY SERVICE MANAGER

Name: MVDr. Zuzana Soboličová
Telephone: +421 907 614 747
Email: sobolicovanapoli@gmail.com

B. DETAILS OF THE EVENT

1. BASIC CONCEPT OF THE EVENT

Arabian Horse Festival is a new event concept aimed at supporting breeders of Arabian horses. The combination of performance test and veterinary examinations will test the future of each young horse. Such rules guarantee that horse welfare will be a priority and, at the same time they will allow the horses with real potential to truly demonstrate their abilities. The event ends with the sale of purebred Arabian horses (auction), as scheduled in the time plan.

2. BREEDS EXCLUSIVITY

The participation in the Event is available only for Arabian horses, other breeds shall not be accepted.

3. REGISTRATION AND CANCELLATION OF THE EVENT

3.1 Registration for the Event can only be effected via:

- a) website www.arabianhorsefestival.com or
- b) via e-mail address martina.tomanova@x-bionicsphere.com.

Registration on site is not possible.

Every participant must register and fill out the form in all necessary details; all mandatory data shall be filled, otherwise the participation is refused.

Organiser has the right to verify all submitted horses/participants or reject horses/participants from the participation at the Event.**

Deadline for registrations by participant: 1.09.2020.

Latest withdrawal date of registration by participant: 1.09.2020. *

(in case of withdrawal of the registration done by the participant, claims, such as expenses of participant, or any other claims, from any legal reasons, in connection with the Event, will not be reimbursed)*

Please note, that festival ends with an auction. Both of these events are held together as one event, therefore the registration is also considered the admission for the auction (sale of purebred Arabian horses). Your personal data and horse data will be also transferred

to auction company mentioned under Section D point 1 for the purposes of the participation in the auction.

3.2

Deadline for cancellation of the Event by organiser:	2.09.2020.**
Cancellation of the Event by organiser under section C - 6.):	anytime **
Rejection of the horses/participant from participation at the Event:	anytime **

*(** in case of cancellation of the Event by organiser or in case of the rejection of the horse/participant from participation at the Event by the organiser, participant's claims such as expenses of participant, or any other claims, from any legal reasons, in connection with the Event, will not be reimbursed.*

4. STARTING (ENTRY) FEE

There is no starting (entry) fee.

5. CATEGORIES

- 4 years old horses
- 5 years old horses
- 6 years old horses

6. CONDITIONS

6.1 Arrival to Venue

- a) Required veterinary certificates:

ALL HORSES ENTERING THE VENUE MUST BE SEROLOGICALLY TESTED (COGGINS TEST) FOR EQUINE INFECTIOUS ANAEMIA (EIA). THIS TEST MUST HAVE BEEN CARRIED OUT WITHIN THE LAST 6 MONTHS.

THE CERTIFICATE SHOWING A NEGATIVE TEST MUST BE PRESENTED TO THE VETERINARIAN EXAMINING THE HORSE ON THE ARRIVAL.

HORSES/HORSE TRANSPORTS THAT HAVE NO REQUIRED CERTIFICATE OR HAVE A POSITIVE TEST WILL NOT BE ALLOWED TO ENTER THE VENUE, WILL NOT BE ALLOWED TO BE DISEMBARKED AND PLACED IN STABLES AND WILL NOT BE ALLOWED TO PARTICIPATE IN THE EVENT.

- b) Required documents and forbidden access to another areas

SHOW OFFICE REQUIRES TO SUBMITT HORSE PASS AND SIGNED APPROVAL FROM HORSE OWNER FOR SALE PURPOSES - AUCTION (WITH NOTARIAL AUTHORIZATION).

HORSES/HORSE TRANSPORTS THAT HAVE NO REQUIRED DOCUMENTS WILL NOT BE ALLOWED TO PARTICIPATE IN THE EVENT.

Each horse must carry start (BIB) number on the halter, whereas any access to other areas than Event grounds is forbidden.

6.2 Stabling

Organiser provides sufficient number of boxes and straw for bedding free of charge, hay and shavings are possible to purchase on the spot.

6.3 First Veterinary Inspection

Each horse has to pass the first veterinary inspection (Vet Commission) according to the Event schedule. The subject of the first veterinary inspection shall be heart rates checks, appearance/colour of mucous membrane, capillary refill time, skin fold bodyfat test measurement, assessment of skinfold thickness, cervical peristalsis, spine palpation, gaits on straight line in trot.

Each admitted horse will receive Vet Card with results, signed by the President of the independent Vet Commission.

On the basis of the results from the first veterinary inspection:

- a) the horse WILL NOT BE ALLOWED TO PARTICIPATE IN THE EVENT and is not entitled to receive a contribution fee (if the horse fails the veterinary inspection)
- b) the horse WILL BE ALLOWED TO PARTICIPATE IN THE EVENT and fulfil the 1st condition for the entitlement a contribution fee (if the horse pass veterinary inspection).

6.4 Riding guidelines

Riders shall perform in an equestrian outfit, using the equipment specified for endurance events. The horse shall give the impression of being a pleasure to ride and show a mannerly attitude. All gaits must be performed willingly with ease, cadence and balance. Transitions should be smooth.

During performance tests:

- a) riders (physical bodies) will be filmed and photographed for the purposes of the auction and marketing purposes; the consent according to the national and European legislation shall be asked for.
- b) horses will be filmed and photographed for the purposes of the auction and marketing purposes.

6.5 Performance Test

17.09.2020 Performance test for 4 years old horses – 10 km on the racetrack (6 laps), 10 minutes presentation time, 56 bpm limit in Vet Check, maximum speed limited to 20 kph.

17.09.2020 Performance test for 5 years old horses – 20 km loop, 10 minutes presentation time, 56 bpm limit in Vet Check, maximum speed limited to 20 kph.

17.09.2020 Performance test for 6 years old horses – 40 km loop, 10 minutes presentation time, 56 bpm limit in Vet Check, maximum speed limited to 20 kph

IMPORTANT NOTICE: All categories of endurance horses will perform under saddle; performance test is not a competition; therefore, placement or speed evaluation is not relevant, please adjust the performance to abilities of your horse.

6.6 VETERINARY (VET CHECK) AFTER PERFORMANCE TEST:

After performance tests (in all categories) there shall be a veterinary check repeated. This concerns heart rates, gaits on straight line in trot, heart rate 1 minute from the start of trotting (recovery heart rate), appearance/colour of mucous membrane, bodyfat measurement, cervical peristalsis and spine palpation.

On the basis of the results arisen from the Vet Check:

- a) the horse WILL NOT BE ALLOWED TO RECEIVE A SPECIAL PRIZE (if the horse fail the veterinary check), or
- b) the horse WILL BE ALLOWED TO RECEIVE A SPECIAL PRIZE (if the horse shall pass the veterinary check).

6.7 SPECIAL PRIZES:

On the Event will be given 2 special prizes (in non-monetary form): Best Condition and Best Recovery Time, depends on the results of the Veterinary check (Vet check) after performance tests. The winner acknowledges that he/she is responsible for any tax and contribution obligations resulting from the win, which he/she is required to settle independently.

7. CONTRIBUTION FEE:

Contribution 500,- EUR (brutto) will be paid in favour of horse´s owner, for each horse that:

- a) will pass first veterinary inspection (on the basis of Vet Card with results, signed by the President of the independent Vet Commission)
- and
- b) will start on performance tests (on the basis of the list elaborated from the time keeping & data handling service provider).

Contribution fee (netto) will be paid in favour of horse´s owner bank account within 15 days after the Event terminates. It´s necessary to provide show office with all required payment details (account number -IBAN, SWIFT/BIC, name of the account, etc.).

The organiser´s resolution regarding payment of the contribution fee is final; no possibility to lay down the claims by participant or any third party is allowed. The contribution fee cannot be enforced by court or be provided alternatively in any other fulfilment. The claim for the contribution fee cannot be transferred to another person.

C. RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION

1. Any risks associated with participating in the Event are borne by the participant.
2. Committing to the registration, the participant accepts the rules of the event and auction rules and conditions-to be binding. Acceptance of and adherence to these rules of the event and auction rules and respective conditions is a basic prerequisite for participating in the Event.
3. Participants are obliged to strictly follow the instructions given by the organiser and its staff (who will be recognizable as such).
4. In any case of contravention, in particular if the regular process of the Event can be impaired, or the safety of horses, other participants, organiser and its staff or any other third party may be in danger, the organiser shall be anytime entitled to exclude the participant/horse from the Event or to disqualify him or the horse. In addition to the above mentioned, in case of any violation of the rules, the organiser has always the right to disqualify participant/horse from the Event. Participant's claims such as expenses of participant, or any other claims, from any legal reasons, in regards to the Event, will not be reimbursed.
5. If the official start number (BIB) is changed in any way, or if the advertising print is removed or made illegible, the participant/horse can be excluded from participation of the Event. Participant's claims such as expenses of participant, or any other claims, from any legal reasons, in regards to the Event, will not be reimbursed.
6. The organiser shall be able to change the schedule of the Event, for instance to start it with a delay or to cancel it, in case the organiser takes the view that changing of the conditions may affect the safety of the Event, or the participants or any other persons may be in danger or the safety cannot be guaranteed. Participant's claims such as expenses of participant, or any other claims, from any legal reasons, in regards to the Event, will not be reimbursed.
7. If, for reasons that are not within the organiser's responsibility - the Event is delayed, implemented with changes or cancelled, for whatever reason, for example due to official directives, changes of the permissions, force majeure, or any other reason beyond the organiser's control: participant's claims such as expenses of participant, or any other claims, from any legal reasons, in regards to the Event, will not be reimbursed.
8. The organiser shall only be liable for material damage that has been caused by gross negligence or intentional acts, whereas this liability shall be limited to the typical and predictable damage, which shall not exceed a maximum amount of EUR 100.000,- for damages to persons, and EUR 50.000,- for damages to property (horses), per one and all damaging events at once.

In case of a slightly negligent violation of a major obligation of the organiser liability shall be limited to the typical and predictable damage, which shall not exceed a maximum amount of EUR 100.000,- for damages to persons, and EUR

50.000,- for damages to property (horses), per one and all damaging events at once.

The afore-mentioned limitations of liability shall also include the personal liability for damages of the employees, volunteers, officials and other representatives, whose services are used by the organiser in regards to the Event or with whom the organiser holds contractual relationships for this purpose.

9. The organiser shall not assume any liability for health risks or any other risks on the part of the participant/horse in relation to the participation in the Event.

The participant by its registration confirms and agrees that he/she shall be responsible by himself in terms of determining whether he is covered by the insurance/or the horse is covered by the insurance.

The participant himself shall be responsible for any damages caused to his personal items, for assets and for the technical safety of his race equipment.

10. The organiser shall not assume any liability for any items lost by participants. Furthermore, the organiser shall not assume any liability for any items the organiser or third parties engaged by the organiser have stored for the participant free of charge.
11. The participant shall indemnify the organiser, as well as its employees, and other third parties, whose services the organiser uses in regards to the Event or with whom the organiser has contractual relationships for this purpose, from any liability vis-à-vis third parties, as far as these third parties suffer damages caused by the participant/horses as a result of his participation in the Event.

D. AUCTION:

1. AUCTION (SALE OF PUREBRED ARABIAN HORSES)
- shall be executed by the company POLTURF Barbara Mazur, Al.Wyścigowa 4-B/84, 02-681 Warszawa, Poland, VAT Reg. No PL9521228934) under Polish law.
2. **DATE AND PLACE (VENUE)**
18.09.2020; Šamorín (Slovak Republic) – X-BIONIC® SPHERE a.s. sports complex
3. **all auction conditions will be published on the Event homepage.**
4. **auction office will be open** from 18.09.2020 and will assist also to customs declaration and transport.
All fees for above mentioned additional services will be published in auction folder placed on the Event homepage.

E. PLACE OF PERFORMANCE / APPLICABLE LAW

1. Event (except auction) and the legal relations arising from the Event (except auction) shall be subject to the laws of the Slovak Republic. Auction (sale, transfer of ownership rights) shall be subject to the laws of Poland.
2. The organiser has the exclusive right to change these Event Terms and Conditions.