

# GENERAL TERMS OF PARTICIPATION IN THE EXHIBITION

## 1. TITLE OF THE EXHIBITION

ZOOMARK INTERNATIONAL - 20<sup>th</sup> INTERNATIONAL EXHIBITION OF PRODUCTS AND ACCESSORIES FOR PETS

## 2. ORGANIZERS

The Event is organized by BolognaFiere S.p.A. (hereinafter, the "Organizers"), head office in Bologna, Via della Fiera 20, in cooperation with the Operating Secretariat Events Factory Italy srl, Viale Regina Giovanna 17, 20129 Milano.

## 3. PLACE, DATE AND OPENING HOURS OF THE EVENT

The Event will take place at the Fair District of BolognaFiere S.p.A. on the 15th, 16th, 17th, May 2023.

Opening hours of the Event will be from 9:00 a.m. to 6:00 p.m. The Exhibitors will be admitted from 8.00 a.m. every day.

BolognaFiere S.p.A. reserves the unquestionable right to modify the date and opening hours of the Event.

Access to the Event shall be limited to Italian and foreign operators in possession of a specific admission document.

To enable the Exhibitors and their staff to enter the Exhibition premises freely, the Organizers shall produce ad hoc passes in the quantities provided for in art. 19, as described in the "Technical Regulations of the Exhibition", whose utilization entails acceptance of these General Terms.

Each Exhibitor is responsible to all intents and purposes for the conduct of all the people that receive a pass from him as well as for the conduct of his employees, auxiliary personnel and collaborators in the performance of the tasks assigned to them.

Inside the Fair premises it is absolutely prohibited to engage in fund raising on behalf of recognised Institutions, collect money for charitable purposes, engage in political, religious, partisan propaganda or any other activities not in keeping with the purposes of the Exhibition.

## 4. ADMISSION

The following groups are admitted to exhibit:

a) Italian and foreign companies exhibiting their own products or services belonging to the product sectors covered by the Exhibition. If a manufacturing company does not participate directly in the Exhibition, admission to the Exhibition shall be open to its dealers, agents or general exclusive representatives;

b) Trade Associations, Public Bodies and Organizations engaging, as part of their institutional activities, in actions of promotion, study, information and dissemination of knowledge in the sectors covered by the Exhibition.

**Persons or entities that under any title owe money to BolognaFiere S.p.A. and/or third parties contributing to the organization of the Exhibition shall not be admitted to the Exhibition.**

The Organizers and Events Factory Italy srl reserve the right to refuse admission to particular services, products or samples and to forbid their presentation at stands belonging to the same product sector. The Organizers and Events Factory Italy srl also reserve the right to decide whether or not to admit any operators. This decision is taken in consideration of the available spaces and the possession of titles and qualifications by the operators, and any other circumstance considered important by the Organizers and Events Factory Italy srl for the success of the Exhibition.

This decision is unconditional and discretionary. The Organizers and Events Factory Italy srl shall motivate the exclusion of an Exhibitor from the Fair if the latter submits a formal request to this effect within 30 days of the closing of the Exhibition.

Dealers, agents or general exclusive representatives shall attach to their Application for Admission a list of the companies they represent and whose products they intend to display, as well as the relevant data. The applicant shall submit any other documentation as may be requested by the Organizers and Events Factory Italy srl to decide on his admission and to assess - at any time - compliance with the established terms of participation to the Exhibition.

### 4.1 Pets presentation

Display of live animals is not admitted; possible exceptions to the regulations have to be asked for in writing to the Organizers and Events Factory Italy srl by specifying quantity and species, in order to obtain the relevant authorization.

## 5. APPLICATION FOR ADMISSION AND ADVANCE PAYMENT OF PARTICIPATION FEES

The Application for Admission shall be submitted on the relevant form, duly filled in, undersigned, countersigned and accompanied by the requested advance payment. The Application for Admission shall also be accompanied by all the attached forms duly filled in and signed. The Application for Admission is an irrevocable proposal on the part of the applicant and shall entail unconditional acceptance by the latter of the present "General Terms", the "Technical Regulations of the Exhibition", the "Regulations of the Fair-Quarter" and any other regulations governing the organization and workings of the Exhibition and the Fair District. Participation fees are quoted on the cover page of the Application Form and include the services specified in article 11.

The Application to the Event shall not contain reservations or conditions of any sort, and shall be addressed to the Operating Secretariat.

## 6. TERMS OF PAYMENT

After receiving the notice of acceptance of his Application as of art. 5 and the stand confirmation, the applicant shall pay the remaining amount due within 30 days of the request for the balance outstanding, and at all events by and not later than 24th March 2023.

If an applicant fails to do so, the Organizers shall be entitled to consider the agreement terminated through breach of contract by the applicant, without having to serve an injunction or a Court order. In this case the Organizers shall give formal notice to the person/entity concerned and - in addition to being released of any obligation and being authorised to make whatever use they choose of the stand and/or to assign it to other applicants - they shall be entitled to full payment - by way of penalty - of the admission fees and any other amount due under the agreement, after deducting any amounts already collected under said headings, and subject to their right to seek further damage.

To support financially the Exhibitors, BolognaFiere S.p.A. has signed agreements to grant loans with cut rates to the companies participating in the show; the loans shall cover the expenses related to the exhibit spaces and the concerning services and accomplishments. Any decision with regard to granting or rejecting the requested loan lies exclusively and unquestionably to the Bank.

## 7. STANDS ALLOCATION

The stands shall be allocated at the discretion of the Organizers. Any indications or special requests communicated by the Exhibitors will be considered as an indication of preference; they shall not be binding and shall not condition the effectiveness of the Application for Admission, and hence shall be rated as not formulated.

Moreover, the Organizers shall have the right to move, reduce the size of or transfer to a different exhibition zone a stand already allocated, without the participant being entitled to any indemnity or refund of any sort. The Organizers shall notify any such changes to the Exhibitors.

The exhibition area allocated cannot be transferred to others, whether fully or partly, whether for a consideration or free of charge. In the event of a breach of these terms, the Organizers shall be entitled to removing the goods introduced and displayed abusively, at the risk and expenses of the defaulting Exhibitor.

## 8. WITHDRAWAL

If due to legitimate and proven causes an Exhibitor becomes unable to take part in the Exhibition, he can withdraw from the agreement by providing evidence of the impediment and notifying it to the Organizers by registered mail with a warning of at least 70 days before the opening date of the Exhibition, subject to the acquisition by the Organizers of 50% of the enrolment fees and subject to the Organizers' right to seek further damage. If the notice is given with a warning shorter than 70 days of the opening date of the Exhibition, the participant shall pay the participation fees in full, subject to the Organizers' right to seek further damage. The Organizers shall make whatever use of the stand they deem fit, including assigning it to other Exhibitors.

If the withdrawal notice is not given at all and the Exhibitor fails to set up his stand, the Exhibitor shall be rated as defaulting to all intents and purposes and, in addition to paying the participation fees in full, shall also be under an obligation to refund any direct or consequential damages suffered by the Organizers.

In the latter case too, the Organizers shall have the right to use the stand in whatever ways they deem fit, including assigning it to other Exhibitors. The assessment of the causes that prevent a company from participating is up to the judgement of the Organizers.

The Organizers can withdraw at their discretion from the agreement up to two weeks before the opening date of the Exhibition and - for reasons to do with the organization and regular execution of the Event - up to the opening day. In this case, the Organizers shall be under no obligation to pay any indemnity or damage of any sort, but shall refund the participation fees previously collected.

## 9 – FORCE MAJEURE

Force majeure is defined as the occurrence of any event or circumstance ("Event of Force Majeure") that prevents the fulfilment of one or more contractual obligations, if and to the extent it is demonstrated:

- a) that the occurrence is beyond the parties' reasonable control; and
- b) that it could not reasonably have been foreseen at the time the contract was stipulated; and
- c) that the effects of the occurrence could not reasonably have been avoided or overcome. Unless proven otherwise, the conditions referred to in points a) and b) above are considered satisfied in the presence of the following occurrences: war (declared or not), invasions, actions by foreign enemies, large-scale military mobilisation in Italy or internationally; civil war, uprisings, rebellions and/or revolutions, insurrections, acts of terrorism, sabotage or piracy; embargoes; need to obey any government law or order, expropriation, requisition, nationalisation; plagues, epidemics, natural disasters or extreme natural events in

general; explosions, fires, destruction of equipment, prolonged interruption of transport and/or transportation, of telecommunications, of the IT system or of the energy network; boycotts, strikes and lockouts, occupation of facilities.

If any Event of Force Majeure should occur, Organisers will be relieved of its obligation to fulfil its contractual obligations and released from any liability for damages or any remedy for breach of contract starting from the moment in which the Event prevents such fulfilment, provided Organisers gives the other party prompt notice of such circumstance. If prompt notice is not given, Organisers will be relieved of its obligation and released from liability when the other party has received such notice; the other party may suspend fulfilment of its obligations starting on the date of such notice.

If the Fair must be postponed due to an Event of Force Majeure, Organisers will retain the amounts already received (i.e., registration fee and other down payments, if any), which the Exhibitor may use – without any guarantee regarding rate changes – to participate in the Fair on the new dates.

If, due to a Force Majeure Event, it should be necessary to cancel the event, the Organizer reserves the right to retain only the registration fee paid by the exhibitors as reimbursement of organizational expenses actually incurred, providing for the return of the remaining sums collected without them being able, for any reason, to claim any compensation from the Organizer.

If any Event of Force Majeure should occur, the Exhibitor will be relieved of its obligation to fulfil its contractual obligations and of any liability for damages or any remedy for breach of contract starting from the moment in which the Event prevents such fulfilment, provided the Exhibitor gives prompt and documented notice to Organisers. If prompt notice is not given, the Exhibitor will be relieved of its obligation and released from liability when Organisers has received such notice; Organisers may suspend fulfilment of its obligations starting on the date of such notice. If it is impossible for the Exhibitor to attend the Fair due to an Event of Force Majeure, Organisers will retain the amounts already received (i.e., registration fee and other down payments, if any), which the Exhibitor may use – without any guarantee regarding rate changes – to participate in a subsequent edition of the Fair.

It is hereby specified that if an Event of Force Majeure should occur, the deadlines for the notice required by Article 28 "Postponement, reduction or suspension of the fair" will not be applied.

## 10. DELIVERY OF THE STANDS

The stands shall be made available to the Exhibitors by the time specified in the "Technical Regulations of the Exhibition". The setting up of the stands must be completed by the date indicated in the Technical Regulations of the Exhibition, and failure to do so by the Exhibitor may be cause for termination for breach of contract, according to the same modalities and with the same consequences as described in art. 8. Access to the fairgrounds of Bologna may occur only after having registered in the website PASS BolognaFiere; each Exhibitor will receive his personal link to log in and register. The procedure shall be used to register the names of the companies setting up the stands, their employees and the vehicles that will enter in the fair grounds. The Exhibitors are responsible for the technical and professional skills of the companies that, on their behalf, will enter in the fair grounds.

BolognaFiere, in accomplishment of the law on safety, may fix special criteria of access to the Fair District during stand installation and limit access to means of transport as well as define charges in case means of transport are parked outside allowed areas and/or time periods defined by the Organizers. In particular, if any means of transport remains inside the fairgrounds for more than two hours, the Exhibitor whose password was used to register the means may be charged € 500.00 + V.A.T.

## 11. PARTICIPATION FEES

The participation fees (subscription fee, price per sqm, represented companies, services, marketing package) are quoted on the front page of the Application for Admission.

The rates per sqm apply to the entire surface of the space taken up, with continuity of perimeter, by the same company and do not include any fitting, wall or carpet. In addition to the availability of the halls with all the annexed services made available, participation fees include the amounts due for:

- stand signage board;
- passes for the Exhibitors and their staff, in proportion to the exhibit area, as per art. 19;
- complimentary tickets;
- 1 car park pass;
- technical assistance to the Exhibitor during the exhibition period and the setting up/dismantling of the stands; general surveillance of the pavilions and general fire prevention services;
- "All Risks" and Third Party Civil Responsibility insurance coverage;
- connection to the power mains, inspection and electric power up to 5 kV;
- daily booth cleaning;
- local tax on advertising;
- fire extinguishers in the amount related to the exhibit surface;
- company description in the show catalogue, electronic company profile, Pet Vision/New Products Showcase, What's New online

section, wireless internet connection – up to 5 devices.

An early bird discount of 10% on the exhibit surface rate will be granted to the Exhibitors submitting their Application forms duly filled in, undersigned, countersigned and accompanied by the requested advance payment no later than 30<sup>th</sup> June 2022.

## 12. BOOTH FITTING UP

Booth set up must be restricted to the assigned area, as detailed in the "Technical Regulations of the Exhibition", and their height shall not exceed the height specified in the said "Technical Regulations". Booth set ups are classified as Standard and Non Standard; their specific features are specified in detail in the "Technical Regulations of the Exhibition". In case of non standard booth set up, the Exhibitor shall request approval to the Organizers through Events Factory Italy srl by submitting the project duly signed by a qualified technician by the date indicated on the Technical Regulations of the Exhibition. If an Exhibitor does not possess the project of his non standard set up signed by a qualified technician, he shall request a prearranged test to BolognaFiere S.p.A. via the specific forms.

In case the project for a non standard set up duly signed by a qualified technician is not submitted to BolognaFiere S.p.A., the Organizers shall test and certify the set up ex-officio and charge the Exhibitor up to a sum double than the amount specified in the relevant abovementioned request forms. Non standard set up requires technical inspection from BolognaFiere S.p.A., who will charge the service according to the abovementioned technical forms. The Exhibitor must keep fire extinguishers well visible and accessible in the booth in adequate quantities and quality as supplied by BolognaFiere S.p.A. The installations and the relevant systems shall be workmanlike and built in compliance with all applicable accident and fire prevention standards. BolognaFiere S.p.A. may request the intervention of the Vigilance Commission for public establishments. The Exhibitor acknowledges that the Fair District is subject to the regulations governing public establishments and undertakes to abide by all the provisions and formal requirements set forth in the "Technical Regulations of the Exhibition". Failure to hand over to BolognaFiere S.p.A. the statements and documentation provided for in the "Technical Regulations of the Exhibition" regarding accountability for the installations and electrical systems gives BolognaFiere S.p.A. the right to close the stand area and adopt whatever measure it deems fit to ensure safety conditions, subject to the fact that all civil and penal liabilities rest with the Exhibitor.

BolognaFiere reserves the right to modify or renew the design and installations not respecting the above mentioned rules.

All responsibilities to do with the static design of the installations, the execution and operation of the systems and any damages as may be suffered by people or things owned by BolognaFiere S.p.A. or third parties also rest exclusively with the Exhibitor.

Failure to comply with these terms and the applicable regulations set forth in the "Technical Regulations of the Exhibition" gives BolognaFiere S.p.A. the right to take precautionary measures against companies with stands non conforming to the applicable fire-fighting regulations, which might entail, if it proves necessary, to adopt supplementary measures in order to ensure global safety conditions a charge for the expenses incurred, which are estimated on a preliminary basis not to be lower than € 300.00 per 16 sq.m. booth, or an injunction to dismantle the stand, either fully or partly, and a declaration of unsuitability for use of the stand involved. Failure to comply with the applicable safety standards may be reported to the judicial authority.

### 12.a Fittings height

Fittings maximum height is 3.00 m (standard height). In consideration of possible thicknesses due to shims, illuminating bodies and lattice illuminating bodies, 0.50 cm in addition to the above mentioned height will be admitted, so reaching the maximum height of 3.50 m. Any fittings exceeding the standard height must be approved by BolognaFiere S.p.A., which will examine the project and reserves the right to ask the Exhibitor to modify or renew the fittings and structures that do not respect the technical features of the halls.

### 12.b Closing the stand perimeter

When designing continuous delimitation walls, the stand may be closed with elements (panels or other) only up to 50% of each open side to respect the visibility of the adjoining and facing stands. The Exhibitor may be allowed to close more than 50% of each open side only if transparent panels are used.

## 13. RETURNING THE STANDS

Upon the conclusion of the Event, and no sooner, the Exhibitors shall remove all the items, products and materials installed, and, after obtaining an exit permit from the Organizers, shall remove said items, products and materials from the Fair District. The stands must be freed by the date specified in the "Technical Regulations of the Exhibition". The Exhibitor shall return the stand in the status it was received.

At all times during the event it is prohibited to leave spare materials and/or refuse in the exhibition halls and Fair District. The materials

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remaining after the operations of setting up and taking down the stands must be disposed of by the Exhibitor and/or its staff, and the corridors of the halls must be left free from any kind of spare or bulky materials.

As per the environmental protection laws, the Exhibitors are required to state the methods of disposal for the materials to be disposed of after setting up, by filling in the obligatory forms.

If the Exhibitor fails to respect the times for dismantling the stand and free the area, he expresses his unquestionable consent to let remove all the items, products and materials left unattended, which will be considered refuse material to deliver to garbage dumps, and the Exhibitor will also pay all direct and indirect expenses for removal, in addition to a penalty that currently amounts to minimum € 300.00 per 16 sqm booth and possible refund for other damages.

The Organizers assume no responsibility for the goods, materials and whatever else is left unattended by the Exhibitors on the premises of the Fair.

## 14. ACCESS TO THE EXHIBITION CENTRE

The Show is open to visitors in possession of the required entrance documents every day according to the opening times that the Organizer reserves the right to set and if applicable modify, including during the Show itself.

To ensure that Exhibitors and their staff can access the Show free of charge, the Organizers shall prepare dedicated passes as per the "Technical Regulations of the Event", the use of which implies acceptance of these terms.

Exhibitors are nonetheless entirely responsible for the behaviour of those it supplies entrance passes too, as well as the behaviour of its employees, assistants and associates, when carrying out the tasks assigned to them. Inside the exhibition centre it is prohibited to organise collections or donations to recognised bodies, carry out activities of political propaganda or religious proselytising or any other kind of activity not connected to the purposes of the Show.

Due to the Covid-19 sanitary emergency, the terms ruling access to the exhibition centre, technical regulations, booth fitting-up and dismantling, and the development of the Event in general may be subject to modification and/or review deriving from possible regulations intervening on the subject.

## 15. SURVEILLANCE AGAINST THEFT - LIABILITY FOR THEFT AND DAMAGE - NON ACCOUNTABILITY OF BOLOGNAFIERE S.P.A. - CLAUSE OF INDEMNITY

During the opening hours of the pavilions, the Exhibitor shall watch over his stand, either directly or through his staff.

The Exhibitor shall be present, through his staff, at the stand area during the Event opening time. During the entire period of the Exhibition (including the setting up and dismantling days) the Exhibitor is the only keeper of all materials, goods and equipment in the stand area. Being the keeper of the stand, the Exhibitor shall release substantially and judicially BolognaFiére S.p.A. from any liability and keep it uninjured from any loss, damages and responsibility, costs or expenses, including legal costs, deriving from the use of the stand and space assigned.

While it shall provide a general night and day surveillance service during the entire period of the Exhibition and the days specified for stand installation and removal, BolognaFiére S.p.A. shall be exempted from any liability for any theft and/or damages as may be suffered by the Exhibitor.

The Exhibitor shall be liable for any direct or consequential damage that BolognaFiére S.p.A. may suffer and that may be ascribed to the Exhibitor or people working for the Exhibitor (including damage caused by the installations or systems set up by the Exhibitor or his appointees, whether or not tested by BolognaFiére S.p.A.).

## 16. INSURANCE - EXEMPTION, ASSUMPTION AND LIMIT OF LIABILITIES

The Exhibitor shall benefit from the following insurance policies taken out by the Organizers:

- All Risks coverage (including fire and theft) for direct physical damage to furniture, fittings, equipment and goods on the stand, excluding cash, valuables and the like as well as the software installed in computers and excluding any coverage for loss of use of the furniture, fittings, equipment and goods during the period when the Exhibition is being held - coverage € 40,000.00 full first loss coverage (including fire and theft), with absolute deductible of € 300.00 per claim, increased to € 600.00 for damage sustained after the end of the Exhibition;
- Third Party Liability Coverage, including fire damages: single limit € 50,000,000.00;
- Liability Coverage to Exhibitor's employees: single limit per claim of € 3,000,000.00 with limit of € 2,000,000.00 per person;
- waiver of any claim from the Insurer against any Exhibitor, the Organizers and Events Factory Italy srl.

The above-listed insurance policies are governed by specific terms and limitations that the Exhibitor can request from the Operating Secretariat of the Event and that are listed in a special form included in the "Technical Regulations".

The coverage does not release the Exhibitor from liability in respect of all risks that, according to the Exhibitor's independent evaluation, are not guaranteed or exceed the afore-mentioned coverage limits. The Exhibitor shall take out the necessary additional coverage, as he deems appropriate.

In particular, being present a video-surveillance service, the Exhibitor acknowledges that, in

case of theft, the relevant complaint to the Public Authority shall be sent to the Insurance Company within 7 days after the end of the Exhibition; in default, no indemnity shall be claimed. The Insurance Company shall also see to the management of accidents and the loss settling procedures at the end of the Event. At all events, the Exhibitor undertakes to include in the additional coverage a waiver by the said Insurance Company to any claims for reimbursement from the Exhibitors, the Organizers and Events Factory Italy srl, and, failing this, to relieve the latter from any action that might be taken against them. Having acknowledged the foregoing, the Exhibitor (on his own behalf and on behalf of his collaborators and appointees) nevertheless expressly exempts the Organizers and Events Factory Italy srl from any liability for losses or failures that, for any reason, might occur in the exhibition space assigned to him or may involve the items contained therein during the entire Event as well as during stand installation and dismantling; the Exhibitor assumes responsibility for any damage caused to anyone, including third parties, while managing the exhibition space or the items contained therein, which are not covered in the terms or manner indicated above or by additional insurance coverage taken out by the Exhibitor. BolognaFiére and Events Factory Italy srl will accept no liability for consequential damages, damage to image, loss of revenues, etc. As regards direct damages, the Exhibitor accepts that the liability of BolognaFiére and Events Factory Italy srl is limited to the insurance limits as stated above. The Exhibitor accepts those limits of liability.

## 17. VALUE DECLARATION

The Exhibitor must declare the presumed overall value of goods, materials, installation and equipment brought to the Fair premises, including those of the represented companies, by filling in the special section in the Application form.

The Exhibitor shall communicate the definitive amount of the value of said assets via the Form contained in the specific e-commerce platform.

## 18. CLEANING

The stand cleaning service, which is included in the service fees, shall be performed by the Organizers during closing hours. This service includes: vacuum cleaning the floor; dusting the tables and counters, if free from objects; emptying the ashtrays and waste paper baskets, if left along the aisles.

For the stands locked by the Exhibitors, the latter shall hand over a key to the office of the company supplying the cleaning service. Customized paid service can be supplied on request.

## 19. EXHIBITOR'S PASSES AND COMPLIMENTARY TICKETS

The Organizers shall supply passes to the Exhibitors, for themselves and their staff, according to the following scheme:

up to 16 sq.m.	no. 6
from over 16 to 32 sq.m.	no. 10
from over 32 to 50 sq.m.	no. 15
from over 50 to 100 sq.m.	no. 20
over 100 sq.m.	no. 30

All passes must bear the name of the user and the stamp of the Exhibitor company.

The Organizers shall supply 200 free entrance tickets to the Exhibitors for their customers.

## 20. DAMAGES TO THE STANDS

At the end of the Event, the Exhibitors shall let the Organizers verify the conditions of repair of the stands, after having removed all the materials displayed and all installation materials.

The stands have to be returned in the conditions in which they were consigned. Costs for repairing any damages will be billed to the responsible Exhibitor.

## 21. PAID ADVERTISING

Outside the assigned exhibition areas, any form of publicity and advertising shall be activated solely through the Organizers and is subject to the payment of the relevant fees and tax charges.

## 22. INTELLECTUAL PROPERTY RIGHTS

The products, the goods on display and the stands in which they are contained cannot be photographed, portrayed or in any way reproduced without the prior permission of the respective Exhibitors and Organizers. The Organizers and the Operating Secretariat reserve the right to photograph, film, reproduce, disseminate, and authorize the photographing, filming, reproduction and dissemination of, overall and detailed, internal and external views, and to permit or effect the sale thereof.

## 23. PROVISIONAL IMPORT

The provisional import of goods or commodities of foreign origin, such as samples to be displayed at the fair, shall take place, at the expenses of the Exhibitor, through the official carrier of BolognaFiére S.p.A., according to the modalities provided for in the "Technical Regulations of the Exhibition". BolognaFiére S.p.A. being exempted from any responsibility as may arise from the actions of the official carrier.

## 24. TECHNICAL SUPPLIES

Upon request of the Exhibitor, and in compliance with the provisions set forth in the "Technical Regulations of the Exhibition", BolognaFiére S.p.A. shall supply to the Exhibitor electricity, for his lighting and motive force requirements, as well as connections to the water and compressed air lines. Moreover, BolognaFiére

S.p.A. reserves the right to activate or contract out or award, whether on an exclusive basis or not, the supply of any services deemed useful to the participants, and to define the relevant utilisation modalities. In particular:

- connections and disconnections between the electrical or water systems set up by the Exhibitor and - respectively - the connection box and the water plumbing outlets can be realized solely by the companies authorized by BolognaFiére S.p.A., that shall assess compliance with the regulations contained in the "Technical Regulations of the Exhibition";
- cleaning service shall be performed by BolognaFiére S.p.A. through the company authorized by BolognaFiére S.p.A.;
- the connections and disconnections to the telephone sets can be made only by the supplier company authorized by BolognaFiére S.p.A.;
- for all handling, transport, loading and unloading operations, Exhibitor shall use the official carrier of BolognaFiére S.p.A.;
- access to the halls is permitted only to electrical vehicles.

The Exhibitor acknowledges that the services supplied (whether managed directly by BolognaFiére S.p.A. or outsourced or awarded on an exclusive basis) are ensured in standard conditions of use by the individual users, and exempts BolognaFiére S.p.A. from any responsibility arising from the irregular supply of the said services.

## 25. OFFICIAL CATALOGUE AND INTERNET SERVICES

The Exhibitor has to include his Company name, address, telephone number, and brief description of the exhibited products in the alphabetical list of the Official Catalogue of the Fair.

The Exhibitor, on his own responsibility, will provide the indications necessary for the publication of the Catalogue, through the relevant form duly to be found in the exhibitor portal. Without assuming any responsibility for errors or omissions, the Organizers and Events Factory Italy srl reserve the right to disseminate the information contained in the Application for Admission and the Official Catalogue Form regarding the Exhibitors and the products and/or services displayed, using the communication media and techniques (printer matter and the like) deemed fit.

The data communicated shall refer to the requests for admission received and accepted up to 45 days before the opening date of the Exhibition. The Exhibitors are offered a possibility to interact directly with the Internet portal of the Event, create and update their company electronic profile, present their products and enter data in a search database. The Exhibitors are the sole responsible of the contents of their own profiles, and of the correct use of their passwords and usernames. Through their usernames and passwords, the Exhibitors can also complete directly the forms requesting services and assistance to their participation in the Exhibition.

## 26. CAR PARKS

For security reasons the car parks reserved for the Exhibitors can only be accessed - until full - by passenger cars (therefore excluding commercial vehicles, lorries, etc.) bearing the pass issued by the Organizers. Vehicles may only park in the designated spaces and only during Fair District opening hours. It is strictly prohibited for commercial vehicles and lorries of any kind to park in the Fair District, even for brief periods.

It is also strictly prohibited for cars to park outside the designated spaces and after the Fair District has closed.

In the event of non-compliance with these rules, BolognaFiére or the Commercial and Operative Secretariat may take the necessary measures to forcibly remove the offending vehicle(s) or apply a wheel clamp, at the risk and expense of the Exhibitor issued with the pass and the owner of the vehicle, who shall be jointly and severally liable with the Exhibitor for the expenses incurred.

BolognaFiére and the Commercial Secretariat reserve the right not to admit to future events any Exhibitors or their staff in breach of the aforementioned rules. Each of the occupants of the vehicles must be in possession of a valid document to access the Fair District. As the car parks are unattended, BolognaFiére and the Commercial and Operative Secretariat accept no liability for the safekeeping of vehicles, or damage or theft of any kind.

## 27. SPECIAL PROHIBITIONS

In particular, Exhibitors cannot engage in the following activities:

- any sale involving immediate on site delivery of the goods to the buyer;
- assignment or exchange of a stand or a portion thereof;
- displaying prices;
- any form of advertisement outside his stand and within the Fair grounds, save for the modalities provided for in art. 19. The distribution of advertising material is permitted only within each Exhibitor's exhibition area;
- the display of any product conflicting with the commodity class characterising the stand, as specified in the Application for Admission;
- the display of sign boards or samples, even purely indicative ones, on behalf of companies not listed in the Application for Admission and not represented;
- the use, for any reason, of UNMANNED AERIAL VEHICLES (UAV) inside the Fair District. For exceptions to this rule, permission must be requested from the Operational Division of BolognaFiére, which reserves the right to evaluate usage, as per the existing norms,

according to terms and procedures to be agreed on;

- any form of show or entertainment, of any type, nature or characteristics, including within stands or designed to present products, without the prior authorisation of the Management of BolognaFiére; it is also the exclusive responsibility of the Exhibitor to obtain any necessary permits from the health and public safety authorities or relevant bodies for the aforementioned initiatives, if required;

- present live or recorded music using audio and sound equipment. Any exceptions to this rule must be authorised in writing by the Organizers, on the condition that the Exhibitor does not disturb other Exhibitors and complies with the law regarding the payment for the related rights;

- to use own forklifts and lifting devices in the Exhibition Centre;

- any form of unfair competition between or among participants in the exhibition. Therefore, to ensure correct execution of the exhibition, the Exhibitor hereby accepts all of the initiatives that BolognaFiére S.p.A. may undertake to ensure the immediate cessation of any possible forms of unfair competition or to protect and safeguard the other Exhibitors of BolognaFiére itself.

All prohibitions of a technical nature issued for safety, security, hygiene, antipollution purposes in general, concerning people and things, or intended to safeguard the movable and immovable assets contained in the Fair District, and the relevant provisions, contained in the "Technical Regulations of the Exhibition", are to be construed as forming an integral part of these general terms of participation and the Exhibitor undertakes to comply with them in every respect. Possible departures can be authorized in writing by the Technical and District Management Bodies.

If an Exhibitor fails to observe any of the prohibitions specified above, or the prohibitions referred to in this article, the Organizers shall be entitled to apply the sanctions specified in the "Technical Regulations of the Exhibition" and/or terminate the participation agreement, without having to obtain a court order, simply through a written notification to the Exhibitor, addressed to the stand of the latter. This shall entail the immediate closing of the stand and the withdrawal of the passes to the Fair District, without this detracting in any way from the Exhibitor's obligation to pay the amounts due under the participation agreement.

## 28. POSTPONEMENT, REDUCTION OR SUSPENSION OF THE EXHIBITION

At their own discretion, the Organizers have the right to change the dates of the Exhibition, without this entitling the Exhibitor to withdraw or in any way dissolve the participation agreement entered into or be released of the commitments undertaken.

Moreover, the Organizers have the right to reduce the time duration or size of the Exhibition, or suspend it in its entirety or suspend sections thereof, without having any obligation to pay indemnities, penalties or damages of any sort.

## 29. GENERAL PROVISIONS - ELECTING THE DOMICILE - APPLICABLE LAW PROVISIONS - GOVERNING LAW AND COMPETENT COURT

In his dealings with BolognaFiére S.p.A., the Exhibitor shall abide by all provisions issued by law enforcement, fire fighting, accident prevention and public establishment surveillance authorities.

The Exhibitor and/or any third party acting on behalf of the latter within the Fair District shall use subordinate or independent personnel in keeping with the applicable laws (social security, insurance, tax regulations, etc.). To all legal intents and purposes, the Exhibitor elects his domicile at the registered office of BolognaFiére S.p.A., accepts Italian legislation as the sole governing law and the court of Bologna as the competent court. Relations between the Organizers and the Exhibitor and any third parties shall be governed solely by the Italian law.

## 30. RELATIONS WITH BOLOGNAFIERE S.P.A.

The Exhibitor acknowledges that the Exhibition shall be held at the Fair District of BolognaFiére S.p.A., and undertakes to observe - and have his employees and collaborators observe - the regulatory provisions issued by the said BolognaFiére S.p.A., which therefore shall be entitled to take action, whether directly or through its staff on duty at the District in the event of the Exhibitor failing to observe the said obligations or any rule established by BolognaFiére S.p.A. or any law provisions. The Exhibitor acknowledges the Code of Ethics of BolognaFiére S.p.A. available in the website [www.bolognafiere.it](http://www.bolognafiere.it) and declares to share and accept in full the contents, being aware of the possible consequences and sanctions deriving from the violation of the principles and rules described.

## 31. PERSONAL DATA PROCESSING - Information to the data subject pursuant to Article 13 of Regulation (EU) No. 2016/679

The Organizer undertakes to process the personal data made available by you in compliance with the provisions of Regulation (EU) No. 2016/679, as well as with the guidelines and requirements laid down by the Data Protection Supervisory Authority and any other applicable regulation.

For further in-depth information regarding the processing of your personal data by the Organizer, please consult the Privacy Policy Statement attached to this Agreement.