

## GENERAL REGULATIONS FOR THE EVENT "SALONE FRANCHISING MILANO"

### REGULATIONS

#### 1. Organiser, title and subject of the Event

1.1. RDS Expo srl (hereinafter "RDS Expo Srl") organizes from 24th to 26rd of October 2019, at the Fieramilanocity district, Salone Franchising Milano (hereinafter "Salone Franchising Milano" and / or the "Event"). The event is promoted and organized by RDS Expo Srl, with the technical assistance of Fiera Milano SpA. (hereafter "Fiera Milano"). The Organiser also manages an online platform on the site [www.salonefranchisingmilano.it](http://www.salonefranchisingmilano.it). These General Regulations (hereinafter also the "Regulations") apply to all exhibitors, partners or sponsors of Salone Franchising Milano, including those on the site [www.salonefranchisingmilano.it](http://www.salonefranchisingmilano.it). The General Plan for the Use of Spaces ("Technical Regulations") relating to the operating area of the Manifestation site and sent separately is also an integral part of these General Regulations and that, even if not physically attached, constitutes an integral and substantial part of these Regulations and that the Exhibitor declares to know and fully accept.

#### 2. Registration

2.1. Individuals, companies, undertakings and organisations wishing to take part may register as Exhibitors, accepting the general contractual conditions (hereinafter the "Exhibitors"). It is agreed that the presence at the Event of Exhibitors who have registered is expressly contingent on acceptance by the Organiser, which reserves the right to refuse registration of one or more Exhibitors pursuant to article 2.3 below.

2.2. After registering in accordance with article 2.1 above and subject to approval by the Organiser, the Exhibitors shall be entitled to take part in the Event, setting up their own stand.

2.3. Each Exhibitor's application to register for Salone Franchising Milano is subject to approval by the Organiser, at its own final discretion and with no need to provide any justification should an Exhibitor be excluded. The application to take part submitted by the Exhibitor shall therefore only become binding on the Exhibitor following written acceptance by the Organiser, without which no claim to be admitted to Salone Franchising Milano may be made by the Exhibitor.

2.4. The specific conditions and reservations included by the Exhibitor in its application for registration shall be deemed invalid (and therefore void), unless the Organiser provides express written acceptance of same. Only in this latter eventuality may special conditions requested by the parties be considered special placement requirements and therefore grounds for exclusion, at the Organiser's discretion, in the event of any incompatibility with the special requests made by other Exhibitors.

2.5. No alternative means of registration shall be deemed valid and accepted.

2.6. At its own discretion, the Organiser shall assign the stands at Salone Franchising Milano to the Exhibitors whose participation has been approved in accordance with article 2.3 and the Organiser reserves the right to stands which have already been assigned in the sole interest of the Event. Exhibitors shall not be entitled to any reduction in the fee should one or more structural installations which must remain freely accessible (such as structural columns and/or pillars and/or suchlike) be present in the allocated stand.

#### 3. Admission to the Event

3.1. Admission to the Event is contingent on the Organiser's final decision. The Organiser's assessment regarding admission shall be made on the basis of the contents of the registration form as compiled by the Exhibitor. The Organiser therefore is entitled to revoke any authorisation given if such authorisation is predicated on false and/or incomplete statements provided by the Exhibitor in the registration form. In these latter cases, the Exhibitor remains under an obligation to pay the agreed fee, but shall not be entitled to request any sum from the Organiser as compensation for loss or damage and/or indemnification for revocation of authorisation to take part. The Organiser recognises no complaints made by the Exhibitor and/or by third parties, with regard to admission or refusal to admit persons, companies or organisations.

3.2. In the event that items which have not been registered and/or not reported in the registration form are exhibited during the Event, the Organiser reserves the rights to request immediate removal thereof at the Exhibitor's own expense. The Organiser also reserves the right to revoke authorisation to take part in the Event in cases where the Exhibitor breaches any of the obligations assumed, such as payment of the fee, or otherwise should the Exhibitor's conduct fail to comply with the contents of these General Regulations.

3.3. In general, without prejudice to the fact that admission is at the Organiser's own final discretion, the Organiser may allow industrial, commercial, small-scale, Italian or foreign undertakings to exhibit at the Event provided that their activities fall within the scope set forth in article 1 of these General Regulations for the Event, in addition to their representatives or agents. Subject to a request being made by the Organiser, the agents and representatives of the undertakings must demonstrate their status as representatives or agents for Italy. Every Exhibitor may only exhibit on the allocated stand goods which they manufacture or distribute or products of companies for which they are the general representative or sole agent for Italy and which they must declare, under their own responsibility, freely and legally. In all cases, the Exhibitors shall only exhibit the products at the Event which are expressly indicated when applying for registration.

3.4. In all cases, the Organiser reserves the right, at its own final discretion, up to 5 days prior to commencement of the Event, to revoke the admission of one or more Exhibitors. With the approval of these regulations, the applicant Exhibitor warrants and represents that it recognises that failure to be admitted to the Event shall not entitle it to any compensation or indemnification. Exhibitors which are not admitted shall be entitled to obtain reimbursement of any sums paid in advance, barring cases where exclusion from the Event is due to reasons relating to an Exhibitor's breach of these regulations pursuant to the above articles.

3.5. Exhibitors which exhibit goods and services relating to the following areas: pornography/religion/politics/violence shall not be admitted.

3.6. The Exhibitor warrants and represents that it holds all authorisation required for exhibiting on the stand the goods and products indicated in the registration model, undertaking to this end to indemnify the Organiser from and against all third-party claims.

3.7. Exhibitors belonging to the tobacco and/or alcohol product categories shall observe and comply with the sector regulations, in particular by committing themselves to honoring the ban on the sale of these products to minor subjects. It is agreed that the Exhibitors will be held to be responsible and therefore recipients of any compensation and / or sanctioned claims arising as a result of the violation of the relevant legislation.

#### 4. Allocation of the stands

4.1. The Organiser shall allocate the stands to the Exhibitors which have been admitted, taking into consideration the area's structure and the Event's image. No specific requests made by Exhibitors, unless approved in writing by the Organiser pursuant to article 2 above, shall be binding.

4.2. The Organiser shall send a Stand Allocation Plan to all Exhibitors admitted by or before 17/06/2019. In all cases, no change and/or transfer of the stands may be made without the Organiser's written consent.

#### 5. Organisation and fitting of the stands. Event Commercial Services.

5.1. Stands made available to the Exhibitors do not include partitions and/or back walls. The Technical Regulations which, by signing these General Regulations, the Exhibitor expressly states he read and accepted, contain the stand fitting and furnishing rules. Exhibitors intending to fit out the stand themselves and at their own expense, shall rigorously comply with the rules set forth in the Technical Regulations and has to present to Fiera Milano the project by uploading on e-service platform and to the Organiser, within 17/10/2019, in order to receive technical approval from Fiera Milano and artistic approval from the Organiser. In order to create the stands, the Exhibitors and their fitting companies shall comply with the rules set forth in Legislative Decree 81/2008 and, in the space set aside for this purpose in the admission application, shall provide the name of the stand security official. The maximum high of the stand is 3 mt and within this high all the structural elements must be contained. The panels bordering on another stand and the ceilings that can be observed from above must be duly finished and with color.

5.2. Before the start of the Exhibition, the Organiser will deliver to each Exhibitor an informative report showing the times that must be respected for the preparation and dismantling of the stands. Each Exhibitor with the signing of these Regulations undertakes to comply with the instructions. In case of failure by the individual Exhibitor to comply with the terms indicated, the same will be subject to a penalty of € 500.00 per hour or fraction of an hour late.

#### 6. Cancellation by the Exhibitor

6.1. Any decision by the Exhibitor not to take part in the Event or any decision to withdraw its Registration Application must be communicated by means of **registered letter, attested by an acknowledgment of receipt** sent to RDS Expo Srl – Segreteria Organizzativa Salone Franchising Milano - Via del Commercio, 42 – 20090 Buccinasco (MI).

6.2. In the event of a decision to abandon the event made in writing by 19/07/2019, the advance payment made shall be withheld as indemnification. Should the abandonment arrive after the above time limit, the Organiser shall be entitled to request payment of a penalty payment amounting to the entire sum contractually due, including for the costs covering the systems and installation of the services ordered and carried out in the area booked, all duty and taxes paid on behalf of the exhibitor and any loss or damage affecting the event caused by the exhibitor's abandonment.

6.3. In the event that the Exhibitor communicates its decision to partially abandon the space, the above rules shall be applied in proportion to the abandoned space.

6.4. In both cases of abandonment, the Organiser reserves the right to proceed to allocate the stand to another Exhibitor, without any such subsequent allocation precluding or limiting its right to request indemnification in the amount determined above.

#### 7. Consideration and terms and conditions of payment

7.1. The Registration Fee payable by the Exhibitor is indicated in the registration form. By signing and sending the registration form, the Exhibitor therefore represents that it is familiar with and accepts the fees and the costs set forth therein. The prices are expressed in Euro, unless otherwise indicated. In order to comply with the obligations included in article 1, co. 909, Law of 27 December 2017 (obligation from 01/01/2019 to issue an electronic invoice between private individuals), the Italian Exhibitor will have to communicate to the Organiser its certified e-mail address (PEC) and / or its recipient seven-digit code.

7.2. The transmission of the registration form must in any case be accompanied by the proof of payment of a deposit equal to 40% of the Registration Fee (eg copy of the transfer account). Failure to pay the advance payment for the registration fee triggers automatic refusal of the application for admission. Should the application for admission not be accepted, only the amount paid in advance shall be returned to the applicant.

7.3. The balance of the Registration Fee and the Event Commercial Services and the full payment of fees for any extra services shall be paid by the Exhibitor by or before 20/09/2019 in the same manner, further to receipt of an invoice sent by the Organiser.

7.4. The Participation Fee and special installation rates are set on the basis of costs established on 1 January 2019. In the event of any general increase in prices, labour, electricity etc, the Organiser reserves the right to update the rates and the fees according to the specific increase in costs, with an express dispensation as per the provisions of article 1664 of the civil code.

7.5. Registration fee – the registration fee includes: one car park for each Exhibitor with a stand; electronic invitations for clients as follows: up to 40 m<sup>2</sup>: 20 invitations; more than 40 m<sup>2</sup>: 40 invitations (value € 0,50/one); general surveillance of the halls and overall, fire prevention; stand cleaning; electricity installed up to 5 KW; fire extinguishers; municipal advertising tax (art. 16), copyright royalties (art. 13) - EVENT CATALOGUE: 15.000 copies given to all the visitors, guests and to the press. It shows the list of the Exhibitors, their nature of business classification and their stand number. It shows all the meetings, workshops and initiatives that will be done during these three days. - ON-LINE CATALOGUE It contains several information about Exhibitors and Brand/ Represented Company, nature of business and the number of assigned stand; EXHIBITION ADVERTISING CAMPAIGN: The Organiser, at its own complete discretion, will advertise the logos of exhibitors, regularly signed up to the event, on magazines pages reserved to it. The logos will be published only on publications available after subscription and done payment. The Organiser shall not be held liable for any omissions and/or inaccuracies in the dissemination of the logo - WEB: Promotion with newsletter and mailing sent to Salone Franchising Database; Visibility of all Exhibitor on Official Business Social Network Facebook, LinkedIn, Twitter, Youtube; Partnership with the most important sector website.

7.6. The stand cleaning service will be carried out, after the closing of the pavilions, by Fiera Milano (the "Cleaning Service"). The Cleaning Service includes: cleaning of floors and any coverings (carpet, etc.); dusting of the reception counter stand, and removal of the waste found on the stand or from cleaning; emptying the baskets. In the case of closed or personalized stands, the Exhibitor is required to deliver a copy of the stand keys to the Customer Service office (pavilion assistance service).

#### 7.6.bis Waste management.



The Exhibitor is obliged to remove waste from the Exhibition Centre on a daily basis and to dispose of it in accordance with current legislation.

In accordance with the Technical Regulations, the Exhibitor and its representatives are jointly and severally liable for the correct disposal of the waste produced inside the exhibition area and in the assigned exhibition space. It is forbidden for the Exhibitor (or its representatives) to dump any kind of waste inside the exhibition areas, both in the assigned space and in the common areas (lanes, roads, etc.).

The ban on the dumping of waste and the related obligation to properly manage/dispose of the same should be understood as referring to all waste materials and materials resulting from fitting/dismantling work (packaging, materials used such as walls, false ceilings, floor coverings, etc.).

In case of waste dumping in the pavilions or inside the Exhibition District, Fiera Milano will apply to the exhibitor a sanction of € 2000.00 without prejudice to compensation for further damage, and reserves the right to remove the responsible personnel from the area and to bring legal proceedings against them.

7.7. Any additional services, such as: tendiflex, barriers etc., which the Exhibitor should request to the Organiser before the start of the Exhibition, will be delivered during the setting up of the respective stand and only after receipt of the relative payment. The payment shall be made on site through the Organiser's POS service. In the event of failure of the payment in advance, the Exhibitor will not be entitled to receive the same by the Organiser.

#### **8. Access to Salone Franchising Milano. Exhibitors' pass.**

8.1. The Event is open to visitors on payment on the set days and at the set times. Exhibitors are under an obligation to be present in their exhibition area throughout the duration of the Event.

8.2. The "Exhibitors' Passes" provided by the Organiser are reserved exclusively for staff working on the Exhibitor's stand and under no circumstances may be assigned or transferred to others. The Exhibitor's passes are provided by the Organiser free of charge, according to the square metre area of the allocated stand, in the following proportions: up to 16 sqm 5 badges, more than 16 sqm one badge for every 8 sqm, exceeded the first 16 sqm.

#### **9. Loudspeakers and sound transmissions.**

9.1. Within the scope of their own stands, sound transmission is allowed, including the use of radios and televisions, provided that they do not disturb activities carried out by the Organiser and/or other Exhibitors.

#### **10. SIAE**

a) The discharge of copyright deriving from any eventual installation audio visual in the stands is subject to precise rules and is undertaken by Fiera Milano S.p.A. and RDS Expo Srl for all Exhibitors at the show. However, this does not include live musical performances (with singers and/or musical instruments), here the Exhibitor must apply to the SIAE offices in the Milan Municipality area. Also included are rights which, for the purposes of arts. 72 and 73 of Law no. 633/1941, pertain to artists, performers, executors and phonographic producers owning rights on recordings and, on their behalf, to SCF - Consorzio Fonografico however, this does not include the rights deriving from artists interpreter and executors and phonographic producers according to art. 73 of the law above said for the diffusion of phonograms and musical video in fashion shows, DJ set with or without dancing. For that, the organizers of these events must contact SCF - Consorzio Fonografico SpA - Via Leone XIII, 14 Milano - in order to respect the laws.

b) Performances - Musical emissions - Musical and artistic shows and the use of audio visual equipment for exhibitor's support are allowed in the stand as long as the volume is low and does not interfere with the smooth running of the show. The Exhibitor must respect the technical dispositions of Art. 8.2.2 (sound diffusion and projections) in "Technical Regulations and Extract from the emergency plan and information on the risks present in the Exhibition Centre for the purposes of safety" which is part of the Technical Regulations. In case of violation, any subject that has not respected the dispositions of the present article may be required to pay compensation for costs sustained either directly by RDS Expo Srl and Fiera Milano S.p.A. or by those subject/bodies who have directly suffered the harm.

c) Media distribution - In the event of distribution of audio/video or multimedia recordings containing works or parts of works protected under law no. 633 of 22/04/1941, Exhibitors shall prove that they have paid all copyright fees and duties relating to the media, under the terms of article 181-bis of the same law. Illicit use of said works, and/or the absence of the SIAE stamp on the media is punishable under articles 171 et seq. of Law 633/

d) In the event of breach of the above provisions, the Exhibitor undertakes to indemnify the Organiser and hold it harmless with regard to payment of any sum payable on the grounds of compensation for damage and/or indemnification and/or fines payable to third parties and/or public authorities.

#### **11. Publicity**

11.1. Without prejudice to regulations governing participation, the Exhibitor is required to pay to the Municipality of Milan taxation due for all that which is considered taxable pursuant to Presidential Decree n° 639 of 26.10.1972.

11.2. In all cases, whilst carrying out its activities on the stand, the Exhibitor is required to comply with all legal and regulatory provisions governing publicity, expressly declaring its intention to indemnify the Organiser and to hold it harmless from and against any third-party claims arising as a consequence of breach of the above obligations.

#### **12. Recording of images and sounds**

12.1. The recording of images and/or sounds at the Event by Exhibitors is subject to receiving written authorisation from the Organiser and in compliance with the regulations on the protection of copyright and the protection of personal data, as well as with specific indications to visitors provided through appropriate signs containing the related information. The Exhibitor, therefore, expressly declares to indemnify and hold harmless the Organiser from any third party claim deriving from the breach of the obligation above.

12.2. The Exhibitors with the signing of these Regulations expressly authorize the Organiser to carry out the recording of images, video and / or sound of their stands, products, brands, personnel and any third parties invited, at the respective stand throughout the course of the Event as well as in any other place inside the "The Mall" location, granting its use also after the end of the event itself, without time and / or territorial limits.

#### **13. Declaration of value - Insurance - Limitation of liability**

13.1. Declaration of value - Exhibitors are required to declare, using the special form downloadable from the e-service platform (compulsory documents), the total "estimated value" of goods, machinery, fixtures and fittings and equipment they plan to bring to and/or used at the Fiera Milano ground, even on behalf of Represented Brands understanding that, in lack of such declaration, the value shall be considered to be the minimum amount as stated in Art. 13.2 below and save in any case the right to verify the aforesaid declaration by Fiera Milano. In case of accident, should the final value declared by the Exhibitor fail to correspond to effective value of the insured property, the value of said merchandise shall be that declared by the Exhibitor. Pursuant to art. 1907 of the Italian Civil Code, compensation could be determined by the Insurer on the basis of the proportional criterion.

13.2. "All risks" Policy of the Exhibitors (excluding terrorism and sabotage risks) - The Organiser and Fiera Milano require that all goods, machinery, fixtures, fittings and equipment brought to and/or used at the Exhibition Centre by Exhibitors are covered by a property "All Risks" insurance, including a clause waiving the insurer's right of recourse against Third Parties, including Fondazione Fiera Milano, Fiera Milano SpA, their subsidiaries and/or affiliates, the Organization and all Third Parties in any way involved in the organization of the Exhibition. This insurance is made available through Fiera Milano for a capital of Euro 25.000,00 at a cost of Euro 100,00 (of which Euro 50,00 for insurance brokerage) that will be charged by Fiera Milano. Exhibitors may increase the automatic coverage, by filling in, signing and returning the appropriate form downloadable from the e-service platform (compulsory documents). Coverage includes the stipulation of 10% insurance exclusion for each claim in the event of theft, with a minimum of Euro 250,00 and doubling this amounts for the reports submitted after the closing of the exhibition. Should Exhibitors have their own property "All Risks" insurance for goods, machinery, fixtures, fittings and equipment brought to and/or used at the Fiera Milano ground, valid for fairs and exhibitions, with a clause waiving the insurer's right of recourse against Fondazione Fiera Milano, Fiera Milano SpA, their subsidiaries and/or affiliates, the Organization and all Third Parties in any way involved in the organization of the Exhibition, Exhibitors are anyway required to fill in and return the signed form, downloadable from the e-service platform, enclosing declarations signed by their legal representative and the insurance company stating that the above property is covered by an "all risks" guarantee in a manner no less than that prescribed by the General Regulations (facsimile included in the form). In this case it will be reversed the sum previously charged.

13.3. Third Party Liability Policy - This coverage is automatically provided, free of charge, for all exhibitors by Fiera Milano. This will become an extension of its general policy that has a limit of no less than Euro 100,000,000.00 (one hundred million).

13.4. Limitation of Liability - The Exhibitor, by signing the Application Form, agree to release Fiera Milano and the Organiser from any liability for consequential losses, reputational damage, loss of revenues, etc... Also for any direct loss, as per the coverage provided as per Art. 13.2 above, each Exhibitor agrees to release Fiera Milano and the Organiser from any liability.

#### **14. Damage to the stands**

14.1. The stands must be returned by the Exhibitor in the same condition in which they are handed over. The costs of returning them to their original condition to be borne by the Exhibitors which are also liable for fully complying with all special rules governing the use of structures and technical systems.

#### **15. Additional rules**

15.1 The organiser reserves the right to lay down rules deemed appropriate for regulating the exhibition and the related services in the best manner possible. These rules are deemed equivalent to these Regulations and therefore are similarly mandatory. In the event of failure to comply with the provisions of these General Regulations, the Organiser also reserves the right to close stands. In such event, under no circumstance whatsoever is the Exhibitor entitled to reimbursement or indemnification.

#### **16. Force Majeure**

16.1. In the event of force majeure for reasons which are beyond the control of the Organiser, the date of the Event may be modified or the Event may even be cancelled, without the Organiser incurring any liability whatsoever. Should the Event be cancelled, having met all its undertakings towards third parties and having covered the costs of organisation howsoever arising, the Organiser shall divide amongst the Exhibitors in proportion to the sums due per square metre booked, the residual charges subject to the limit of any advance payment paid and collected. Any sums available shall be returned in proportion to the Exhibitors. Costs for systems and/or special installations carried out at the behest of the Exhibitors shall be fully reimbursed by same. Without prejudice to the above, the Organiser may not be held liable on any grounds and shall not be required to pay any damages or indemnification.

#### **17. Exhibitors' obligations and prohibited activities**

17.1. In general, the Exhibitors are prohibited from doing anything which may cause harm, disturbance or damage to the Event or to the purpose of the Event, and specifically, the following are absolutely prohibited:

- the use of equipment or software for video gaming, gambling or suchlike;
- distribution and delivery of any promotional and advertising related technical material (journals, manuals, volumes, brochures or suchlike) which is not strictly related to the Exhibitor which may distribute or deliver advertising material provided that is strictly germane to the contents of the Exhibitor's stand;
- exhibiting, including within the stand, notices and/or posters pertaining to contests organised by bodies, organisations, newspapers, weekly magazines or specialist magazines, except in the case of those specifically authorised in writing by the Organiser;
- use of pulsating variable light sources;
- remaining in the stand or in the Event perimeter when the Event is closed;
- carrying out political or religious propaganda.

17.2. It is in all cases agreed that the Organiser may, at its own final discretion, prohibit conduct or activities on the part of the Exhibitors which fall foul of law, public decency or the rules of civil coexistence, thereby reserving the right to close an Exhibitor's area, including during the Event, until such time as the activities or conduct deemed inappropriate cease. Suspension and closure of the Exhibitor's area for the reasons expressed above is not and may not be grounds for the Exhibitor to seek indemnification or damages.

17.3. Exhibitors administering food or beverages to the public undertake to acquire all such authorisation required by law and/or by municipal regulations as may be applicable, expressly representing that they shall indemnify the Organiser and Fiera Milano and hold it harmless from and against all third-party claims, including public authorities, arising as a consequence of breach of the above. Both the conditions under which exhibitors must comply and the declaration of indemnity are presented on the e-service platform.

**17.4.** The Exhibitors also undertake to comply with all legal provisions and regulations relating to the administration of alcohol to minors and/or selling tobacco to minors, expressly representing that they shall indemnify the Organiser and Fiera Milano and hold it harmless from and against all third-party claims, including public authorities, arising as a consequence of breach of the above.

**17.5.** Exhibitors also undertake to respect the smoking ban in the location (by way of non-exhaustive example, applicable to tobacco smoke, cigarette, pipe, electronic cigarettes and smoking devices). Should the Organiser ascertain, directly or on behalf of third parties, the violation of the smoking ban, regardless of whether the violation was repeated or not during the Event, the preparation and / or dismantling, the Organiser will have the right to exclude the exhibitor from the Event, as well as to request the latter to pay a fine of € 3,500.00 plus VAT, for the violation itself, subject to compensation for further damage. It is understood that the Exhibitor, in any case, undertakes to indemnify and hold the Organiser and Fiera Milano harmless from any third party claim deriving from the breach of the preceding obligation.

#### **18. Executive technical provisions**

**18.1.** Additional technical regulations and other general regulations shall be communicated by means of the **Technical Regulations**; they shall form an integral part of these Regulations.

#### **19. Fines**

**19.1.** During the Event Exhibitors are required to be present on the stand with their articles. Abandoning or dismantling the stand before the time of closure agreed for the last day of the Event, shall automatically give rise to a fine – without prejudice to the express obligation to pay additional damages calculated on the basis of the square metres assigned and specifically:

from 0 to 64 sqm € 1,500.00

from 64.5 to 120 sqm € 3,000.00

over 120 sqm € 5,000.00

**19.2.** Early abandonment or dismantling of the stand shall also be taken into account by the Organiser as grounds for possible exclusion from subsequent editions of the Event.

#### **20. Security**

**20.1.** Every Exhibitor is required to scrupulously comply with the entire regulatory system in force, also and chiefly with regard to protecting the health and physical well-being of workers, and to scrupulously comply with employment law, social security and welfare regulations throughout the duration of the Event, including time spent assembling and dismantling the stand installations and all other related activities, including waste disposal.

**20.2.** During assembly and dismantling of the stand and with regard to any related or associated activity, the Exhibitor also undertakes to comply with and to ensure that the contracting companies operating on its behalf comply with, the **Technical Regulations** which it states that it is expressly familiar with including every supplementary section of same, the provisions set forth in article 88 of Legislative Decree 81/2008, paragraph 2 bis and related Ministerial Decree of 22.7.2014, implementing it, issued by the Ministry of Employment and Social Policies and by the Ministry of Health. **The Technical Regulations** contain, inter alia, precautionary rules governing exhibition safety (fire prevention, electric systems, environmental protection etc), with the exclusion of specific safety rules concerning the activities performed by the Exhibitor or contracted out by the Exhibitor to the contracting companies (stand assembly and dismantling and related activities) whilst the Exhibitor remains liable for overseeing and ensuring compliance on the part of these companies.

**20.3.** All conduct which fails to comply with the above safety legislation, specifically when such conduct may adversely affect the general security of the pavilions and third parties present, may be subject to intervention by the Organiser, within the framework of random spot checks and may entail the immediate deactivation of utility services provided to the stand or the immediate closure of same.

**20.4.** The Exhibitor and the companies appointed by same incur sole liability with regard to any other consequence arising as a result of failure to comply with the above provisions.

**20.5.** The Organiser may remove personnel working for contracting companies/ self-employed working on behalf of the Exhibitor from the Event should they lack the badge required by articles 18, paragraph 1, subparagraph u), 21, paragraph 1, subparagraph c), paragraph 8 of Legislative Decree 81/08 and non-European Union workers who, even if they are wearing the identification badge referred to above should they fail to present a valid, legible residence permit or a valid, legible identity card. The issue shall be raised with the employer responsible for the person removed from the site. Any Exhibitor which in their capacity as client, authorises a firm to operate in the area on its behalf to complete the works, shall be informed of the matter. The Exhibitor is responsible for complying with applicable laws governing everything which is carried out and organised by it and on its behalf with regard to installations, structures, systems, products exhibited and all related activities.

**20.6.** Every Exhibitor is required to appoint a "Stand Manager", a role which, for purposes of security, they assume vis-a-vis any and all parties involved, all liability relating to the activities performed on behalf of the Exhibitor and throughout the duration of their stand in the fair area. At the discretion of the Exhibitor, and subject to its complete responsibility, the "Stand Manager" may also be a different individual in each one of the three stages referred to above (fitting, Event, dismantling). The name of the Stand Manager and the related telephone contact numbers must be communicated to the Organiser prior to commencement of the works for fitting out the stand and in all cases prior to workers accessing the stand and the arrival of materials in the Event venue. Absent any communication of the name of the Stand Manager, this function shall be held by the legal representative of the exhibiting company. Any change to the name of the Stand Manager shall be promptly communicated to the Organiser.

**20.7.** Each Exhibitor therefore expressly represents that they shall indemnify the Organiser and hold it harmless from and against all third-party claims arising as a consequence of breach of the obligations provided for in this article.

#### **20.8 Measures to guarantee personal security in the Fiera Exhibition Centre**

Fiera Milano, in observance of the instructions provided by the Public Security Authority, has adopted the infrastructural, organisational and operational measures deemed necessary to guarantee the security of the individuals present for any reason in the Fiera Exhibition Centre.

Merely by way of example, the following may be provided for, at the sole discretion of Fiera Milano:

a) particular means of access to and exit from the Fiera Exhibition Centre (specific entrances/exits or reserved lanes, times, systems for the regulation and control of accesses and flows), which may be differentiated according to user categories;

b) security checks, which may also be carried out with the aid of fixed or portable equipment or instruments, on people, baggage and personal effects, both upon entry to the Fiera Exhibition Centre and inside it, and, where necessary, upon exit. These checks will be carried out by Fiera Milano staff or by third parties entrusted by Fiera Milano for the purpose. Without prejudice to notification to Law Enforcement Agencies and any measures that may be adopted thereby, users who refuse to undergo checks will be prevented from entering the Fiera Exhibition Centre. If said users are already in the trade fair district, they will be removed immediately. Users invited to undergo a check must guarantee maximum collaboration, so that the check can be carried out as effectively and quickly as possible given the nature of the activity. Following said checks, and without prejudice to notification to Law Enforcement Agencies and any measures that may consequently be adopted thereby, Fiera Milano reserves the right, at its sole discretion, to refuse entry to the trade fair district to suspect individuals or objects, and to immediately remove any suspect individuals already inside the trade fair district; suspect objects must be immediately removed from the trade fair district by and under the responsibility of those in possession of them. Fiera Milano is under no obligation to provide services for the safekeeping of suspect objects;

c) variations or limits to pedestrian and vehicular routes within the Fiera Exhibition Centre, including the positioning of barriers, Jersey barriers, speed bumps and the like;

d) forcible removal, at the risk and expense of the owner, of means of transport of work equipment, objects or personal effects deemed suspect or liable to interfere with security checks.

The measures in this paragraph are also applicable to all visitors and guests admitted to the trade fair events.

#### **20.9 Acceptance of General Regulations**

Upon signing the Application for Admission Form, the Exhibitor undertakes the responsibility of participating in the Event at the stand assigned and accepts without reserve the General Regulations, Technical Regulations and any integral provision that may be adopted at any time, by the Organizer and the Fiera Milano Spa in the interest of the Exhibition. Other measures: Without prejudice to the individual measures, compliance with the General Regulation is enforced by the staff of the Organiser, the pertinent offices of Fiera Milano and, where necessary, to third parties (physical or legal persons) appointed by the same.

#### **21. Surveillance**

Fiera Milano will provide a general surveillance service for the pavilions. The custody and surveillance of the stands, during the opening hours of the pavilions, are the exclusive responsibility of the respective Exhibitors and they must directly provide for the custody of the materials introduced in the stands during the period of preparation and demobilization of the Exhibition and in no case the Organizer and / or Fiera Milano may be held liable for theft, loss and / or removal of goods on the stands during the pavilion's opening hours. Exhibitors are therefore required to be present at the stand on time at the opening of the pavilions and to supervise the stand until the last moment of the evening closing. Exhibitors are also required to lock valuables that are easy to remove each night in key drawers or wardrobes. Special Surveillance Services may be requested from the Organization upon payment of a fee to be determined from time to time.

#### **22. Exhibitor's warranties**

**22.1.** The Exhibitor warrants and represents that performance of its activities on the allocated stand, and the distribution and/or sale of the products indicated in the registration form on its stand take place in compliance with all provisions of law and applicable regulations, expressly representing that they shall indemnify the Organiser and hold it harmless from and against all third-party claims arising as a consequence of breach of the obligations above.

**22.2.** The Exhibitor also warrants and represents that its activities and/or products distributed on its stand and indicated in the registration form do not breach third-party rights, including industrial and intellectual property rights, expressly representing that they shall indemnify the Organiser and hold it harmless from and against all third-party claims arising as a consequence of breach of the above.

#### **23. Confidentiality Obligations**

**23.1.** Exhibitors undertake, for themselves and their employees and / or collaborators, to respect and enforce the secrecy obligation on all information, data, documentation and news, in any form provided, that are considered confidential and not intended for public dissemination (confidential information is considered to be those which, by way of example only and not exhaustive, concern: the economic treatment of the Exhibitor, the forms of promotion reserved for the Exhibitor, etc.).

**23.2.** For the purpose indicated in the previous paragraph, Exhibitors shall take all necessary preventive measures and, in particular, all legal actions necessary to prevent the dissemination and use of information deemed confidential.

**23.3.** Should the disclosure to third parties of confidential information be caused by acts or facts directly attributable to the Exhibitor, the latter will be required to compensate the Organiser for any damage related to the violation of the obligation of confidentiality.

**23.4.** The confidentiality restriction referred to this article shall continue to have value even after the termination of the Event, for any reason, for five years subsequent to the date of termination or resolution of this Regulation.

#### **24. Processing of personal data**

**24.1.** Attached to this Regulation the information related to the processing of personal data prepared in accordance with the provisions of EU Regulation 2016/679 is available. **(Annex 1)**

#### **25. Recovery of VAT**

**25.1.** Foreign Exhibitors wishing to recover VAT may contact Agenzia delle Entrate [Revenue Authority] - Centro Operativo di Pescara (only for Exhibitors from Israel, Switzerland and Norway) - tel. 085-5771 fax 085-52145 the Financial Administration in their country of origin (for European Union Exhibitors).

**25.2.** With effect from 1 January 2011, according to Legislative Decree n° 18/2010, applying EU directive n° 8/2008, foreign Exhibitors which are liable for taxation are no longer required to pay VAT on the participation fee and services associated with the Event with the exclusion of those who are not liable for VAT (for example private individuals); in order to identify the type of client (liable/not liable for taxation) it is indispensable to receive, prior to issuing the invoice, information on the VAT number/tax code or other appropriate documentation demonstrating their position as a company and not a private individual. It therefore becomes absolutely necessary that we receive all Participation Applications containing the above information; failing this it will be necessary to issue invoices subject to Italian VAT.

#### **26. Applicable law and court exercising jurisdiction**

26.1. These General Regulations are governed by Italian law. Any dispute shall be submitted to Milan law court which exercises exclusive jurisdiction.

Annex

Att. 1 Processing of personal data

DATE \_\_\_\_\_ PLACE \_\_\_\_\_

I READ AND I AGREE \_\_\_\_\_

Pursuant to articles 1341 and 1342 of the civil code the Exhibitor expressly warrants and represents that it accepts the following articles from these Regulations: 2 (Registration); 3 (Admission to the Event); 4 (Allocation of the Stands); 5 (Organisation and Fitting the Stands. Event Commercial Services); 6 (Cancellation by the Exhibitor); 7 (Consideration and terms and conditions of payment); 8 (Access to Salone Franchising Milano. Exhibitors' pass.); 11 (Publicity); 15 (Additional Rules); 17 (Exhibitors' Obligations and prohibited Activities); 19 (Fines); 20 (Security); 21 (Exhibitor's Warranties); 22 (Confidentiality Obligations); 25 (Applicable Law and Law Court exercising Jurisdiction).

I READ AND I AGREE \_\_\_\_\_

#### ANNEX 1

INFORMATION NOTICE PURSUANT TO ARTICLE 13 OF REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL OF 27 APRIL 2016 ON THE PROTECTION OF NATURAL PERSONS WITH REGARD TO THE PROCESSING OF PERSONAL DATA (IN BRIEF GDPR 2016/679)

#### 1. CONTROLLER AND PROCESSORS – Article 13, Paragraph 1, points [a] [b] GDPR 2016/679

Controller is RDS Expo Srl. with registered office in Milano, Via Vincenzo Monti, 4.

The Controller may be contacted for the exercise of the rights recognised under the GDPR and for information on the updated list of all the data Processors.

#### 2. PURPOSES OF THE PROCESSING – Article 13, Paragraph 1, points [c] [d] GDPR 2016/679

The personal data provided may be processed only for the following purposes:

a) contractual obligations, administrative practices and related to the specific event; b) operational and strategic marketing purposes; c) communications of data for marketing purposes to third parties belonging to the following product categories: Mailing Companies, Forwarders, Couriers, Companies and / or collaborators who control the access to the Fair pavilions; Subsidiaries and associated companies pursuant to art. 2359 c.c. and activities in collaboration and / or co-marketing with RDS Expo Srl and Fandango Club S.p.A.; operators in the sector of trade fairs.

The legal basis of the processing under a) is to be found in the execution of a contract of which the interested party is a party or to the execution of pre-contractual measures adopted at the request of the same (Article 6 paragraph 1 letter b) of the GDPR.

The legal basis of processing under b) and c) is the consent of the interested party art. 6 paragraph 1 lett. a) of the GDPR).

No further processing is provided for based on legitimate interests pursued by the Controller.

#### 3. TYPES OF DATA PROCESSED

a) identification data such as, for example, personal data, the Fiscal Code, the VAT number;

b) personal data in relation to the best management of the contractual relationship, such as, for example, bank details, as well as data of a financial, economic or financial nature.

#### 4. DISCLOSURE AND DISSEMINATION OF DATA – Article 13, Paragraph 1, points [e] [f] GDPR 2016/679

The data may be known only by specifically appointed persons, operating at the Marketing, Commercial, Sales and Information Technology Departments and the administrative offices. To this end, the communicated data may be transmitted to external subjects, also to European countries, which perform functions strictly connected and instrumental to the management of the contractual relationship.

The personal data provided may be communicated to:

- professional consultancy studies in accounting and taxation;
- bodies and associations of which the Company is a member;
- commercial agents holding the mandate of the company;
- public or private subjects for the fulfillment of the obligations established by law;
- companies that carry out and / or manage databases aimed at protecting credit risks and also accessible by third-party companies.

#### 5. METHODS OF PROCESSING – Article 13, Paragraph 2, point [a] GDPR 2016/679

The processing of personal data consists of the collection, recording, organisation, storage and disclosure of such data.

Personal data is processed for the above purposes, in accordance with Article 5 of the European Regulation on personal data processing:

- in paper form;
- on computer;
- electronically (sms, WhatsApp, etc.).

in accordance with the rules of lawfulness, legitimacy, confidentiality and security, as provided by the legislation in force.

The data are stored for no longer than is necessary for the purposes for which they have been collected or subsequently processed in accordance with the obligations pursuant to the law.

#### 6. RIGHTS OF THE DATA SUBJECT – Article 13, Paragraph 2, points [b] [c] [d] GDPR 2016/679

The user must be allowed to exercise a series of rights recognized by the GDPR:

- 1) right of access;
- 2) right to rectification;
- 3) right to erasure (right to be forgotten);
- 4) right to restriction;
- 5) right to data portability;
- 6) the right to object;
- 7) the right to contact the Guarantor for the protection of personal data.

The Customer may exercise the aforementioned rights and also has the right to revoke the consent, where the processing is based on it and without prejudice to the lawfulness of the consent given prior to the revocation.

To exercise these rights, the interested party may contact the data controller by e-mail [Segreteria.bigevents@fandango-club.com](mailto:Segreteria.bigevents@fandango-club.com)

For any information, we invite you to consult the website of the Authority for the protection of personal data - [www.garanteprivacy.it](http://www.garanteprivacy.it) - where you will find a section dedicated to these rights.

#### 7. NATURE OF THE PROVISION OF PERSONAL DATA AND CONSEQUENCES OF A REFUSAL TO RESPOND – Article 13, Paragraph 2, points [e] [f] GDPR 2016/679

The provision of personal data referred to in Article 2, lett. a) it is mandatory according to current fiscal regulations.

The provision of personal data referred to in Article 2, lett. b) and c) is free and optional.

Regarding your data, there is no automated decision-making process, nor a treatment that involves its profiling.

#### CONSENT

Regarding the processing of my data for the purposes referred to in Article 2 lett. b) marketing purposes

I consent to the processing of data

I do not consent to the processing of data

Regarding the processing of my data for the purposes referred to in Article 2 lett. c) data communications for marketing purposes to third parties

I consent to the processing of data

I do not consent to the processing of data

PLACE \_\_\_\_\_ DATE \_\_\_\_\_  I Read ad agree \_\_\_\_\_