

## GENERAL CONDITIONS FOR PARTICIPATION IN THE EXHIBITION

N.B. The term «BolognaFiere» stands for Fiere Internazionali di Bologna S.p.A. - BolognaFiere, Viale della Fiera, 20 – 40127 Bologna (Italy).

### Art. 1 – ADMITTANCE TO THE EXHIBITION

The following may be admitted as Exhibitors:

- a. Italian and foreign companies wishing to exhibit their own products or services falling under the commercial categories included in the Exhibition. In cases where the companies themselves do not take part in the Exhibition, their dealers, agents or representatives, exclusive and general, may be admitted;
- b. Associations, public bodies and other institutions involved in the promotion, study and dissemination of information in sectors relating to the Exhibition. BolognaFiere reserves the right to exclude certain services, products or samples, and to prohibit the presentation of products, samples or services in more than one stand in the same product sector.
- c. Italian and foreign companies that have had or still have pending lawsuits or outstanding debts towards BolognaFiere cannot be admitted as Exhibitors.

### Art. 2 – PARTICIPATION IN THE EXHIBITION

Applications must be sent, on penalty of nonacceptance, on the relevant form which must be filled in online, signed and countersigned and uploaded to the reserved area; the form shall constitute an irrevocable submission by the applicant and implies his or her acceptance of these “General Conditions” (as well as the “Exhibition Technical Regulations, Safety File and Various Forms”, the “Exhibition Centre Regulations”, and all other rules pertaining to the organisation and staging of the Exhibition in the Exhibition Centre).

Sole and general dealers, agents or representatives are required to enclose with their application a list of the companies they represent and whose products they intend to display.

The applicant is required to supply any and all other documentation he may be asked for in order to accept or reject the application and to establish at any time compliance with the terms and conditions for participation at the Exhibition.

BolognaFiere shall accept or reject applications at its sole discretion and shall be required to explain the reasons for non-acceptance solely in the case of applications at least 60 days prior to the opening of the Exhibition, where the applicant has made a formal request within thirty days following the end of the event.

In the case of acceptance, BolognaFiere will inform the applicant by letter or communication by email, conferring on him the status of participant at the Exhibition.

With regard to applications received at least 60 days before the opening of the Exhibition, the acceptance letter will be sent no later than 30 days prior to the Exhibition opening date.

With respect to applications received subsequent to this time, communication of acceptance shall reach the applicant no later than the day before the opening of the Exhibition, and may be made by letter, including email or facsimile.

In the case of shared stands or joint exhibits, the applicant may not offer hospitality to Exhibitors whom BolognaFiere has advised him as being guilty by default on rules or obligations, including default at other Exhibitions. In the event of non-compliance with this provision, the applicant shall be held responsible to BolognaFiere for said default on the aforementioned rules or obligations.

### Art. 3 – TERMS OF PAYMENT

The participation rates and the registration fee are indicated on the application form.

The registration fee includes the following services:

- All Risks and Third-Party liability insurance (mandatory);

- inclusion of the company both in the official online catalogue and in the show guide;
- inclusion in the Global Rights Exchange Platform;
- exhibitors cards;
- one pass for the Exhibitors' car park;

In order to make it easier to participate in the Exhibition, the following services are included in the stand fees;

- electric system connection and testing, with maximum power supply up to 3 Kw;
- fire-extinguisher supply according to the law;
- daily stand cleaning (floor sweeping/carpet vacuuming, dusting of work surfaces free of clutter, emptying of waste bins only if left on the stand. Wastepaper bins should be neatly placed against a wall);
- municipal advertising charges for advertising on billboards and exhibiting company name;
- standard Wi-Fi connections 802.11 b/g 2GHz for up to 5 devices.

The fee includes rental for the Exhibition space, including the services expressly indicated in the General Conditions of Participation, as well as any additional events arranged by BolognaFiere with regard to conventions and conferences, celebrations or society events scheduled in the Exhibition program, including reception of delegations of professional operators and Italian or foreign government authorities, of conference and convention participants.

In case the Exhibitor requires billing with a different subject, under mandate with representation to be documented, the Exhibitor will still be liable for all the obligations under this contract.

When submitting the application, the following advance payment must be included: the registration fee and a 30% share of the stand fee requested.

On receiving the participation application, BolognaFiere will issue a first invoice for the amount of the advance payment received. This however will not bind BolognaFiere to accept the participation application.

If the participation application is not accepted, the above mentioned amounts will be returned with no increase due to interest.

If the participation application is accepted, BolognaFiere will notify the applicant in writing and issue a second invoice for the remaining balance due on the basis of the Exhibition space allocated.

The corresponding payment shall be received by BolognaFiere by the term indicated in the invoice itself. The invoices will be transmitted in pdf format via email to the email address for invoices and put on the Exhibitor's Reserved Area.

Administrative documents must unavoidably be filled in.

The Exhibitors not having paid the balance of the participation fee will not be entitled to enter the Exhibition centre to set up their stands.

If payment terms are not met, BolognaFiere shall consider the registration cancelled with no need of warning or ruling by a judge, but simply by notifying the applicant concerned.

In such a case, formal notice will be provided to the interested party, and - apart from being released from any commitment and to be able to have a stand at one's disposal and assign it to other applicants - will be entitled to full payment - as a penalty - of the advance payment and participation fee, as well as any other contractual amounts due, less any monies possibly already received for said securities and reserving the right to compensation for any potential damages.

### Art. 4 – NON-COMPLIANCE AND NON-FULFILMENT

Failure to comply with the requirements of this regulation and non-compliance with obligations under this contract - also including the case of non-payment - BolognaFiere, taking into account the seriousness of the matter, may impose the following sanctions on Exhibitors:

- not activate ancillary services including all utilities required for the smooth functioning of the allocated exhibition space;
- prohibit the supply of parking passes for cars; Exhibitor passes; catalogues and any other material related to participation in trade fairs;
- order the immediate removal of non-admissible products - with the authority to intervene directly and immediately should the Exhibitor not comply forthwith - reserve the right to impose

- additional penalties;
- order the immediate closure of the stand - with the authority to intervene directly and immediately should the Exhibitor not comply forthwith - reserve the right to impose additional penalties;
- order the exclusion of the Exhibitor from successive editions of the event.

In no event shall the Exhibitor be entitled to reimbursement or compensation of any kind and will remain obligated to pay BolognaFiere the full amount for the participation fees.

BolognaFiere also will in any case be entitled to claim damages and costs incurred for the publication of material supplied to the Exhibitor potentially not delivered and for the removal of the products displayed and/or closure of the stand and/or the possible preparation of the exhibit space, including assignment to different Exhibitors. BolognaFiere, by virtue of the delinquencies referred to above, will require full compensation for damages, which include both the actual damages as well as those stemming from a loss of profits.

### **Art. 5 – STAND ALLOCATION**

Stand allocation is the sole responsibility and competence of BolognaFiere.

Any specific indications or requests made by Exhibitors, shall be regarded as purely indicative; they may not restrict or influence the application and shall consequently be treated as if they had not been made.

Furthermore, BolognaFiere has the right to move or reduce a stand already allocated or to transfer it to another Exhibition area; this does not entitle the participant to any form of indemnity or compensation.

BolognaFiere is, however, obliged to inform the Exhibitor of the above said measures at the latest twenty days prior to the start of the fair, by means of registered letter or any other means, including email.

### **Art. 6 – RIGHT OF WITHDRAWAL**

Any participant who is unable to take part in the Exhibition, may withdraw from the contract, advising BolognaFiere to this effect by registered letter with advice of receipt no later than 60 days prior to the Exhibition opening date, without prejudice to the BolognaFiere's right to retain the advance payment, as well as any other greater damages accruing to BolognaFiere.

Should such notice be given less than 60 days before the Exhibition opening date, the participant shall be required to pay not only the advance payment but also the whole of the participation fee, as well as any other greater damages accruing to BolognaFiere, direct or indirect. BolognaFiere may dispose of the stand and may even allocate it to other Exhibitors.

BolognaFiere may at its discretion withdraw from the participation agreement up to two weeks before the Exhibition opening date, and - for reasons relating to the organisation of the Exhibition and its proper functioning - up to the day of opening.

In this eventuality BolognaFiere will not be obliged to provide indemnity or compensation of any kind but shall return the registration fee and the participation fee where these have already been received.

If notice of cancellation is not given and the Exhibitor fails to prepare his own stand, he shall be deemed in default to all intents and purposes and shall be required to pay not only the registration fee and the entire participation fee, but also the direct and indirect damages incurred by BolognaFiere.

In this eventuality too, BolognaFiere may dispose of the standby allocating it to other Exhibitors.

### **Art. 7 – HAND-OVER OF STANDS**

The stands will be placed at the Exhibitors' disposal according to the terms and conditions set out in the "Exhibition Technical Regulations" and their furnishing must be completed within the date as indicated on the "Exhibition Technical Regulations": in default, the contract may be annulled for nonfulfilment on the part of the participant, with the same procedures and consequences as described in Art. 6.

In order to have access to the Fairgrounds during the set-up and dismantling phases, Exhibitors must access the website [www.befair.eu](http://www.befair.eu), directly from their reserved area, in the REQUEST FOR SERVICES section, using the same credentials with which they entered the reserved area.

The Exhibitor, by accessing the Pass page of the BeFair website, can authorize the appointed companies (stand builders, suppliers etc.) and assign them a file. The Appointees will receive an automatic email from the system with credentials to access the Pass portal.

Please note that in Pass, both the Exhibitor (with their own account) and the Representatives (with their own account) may enter the names of their staff and the number plates of the vehicles for which access to the exhibition centre is requested, exclusively during the stand set-up and dismantling periods.

If Exhibitors/Appointed Companies do not view the documentation published therein (approving the file), including the D.U.V.R.I., they will not be able to print passes and/or admission tickets to the Exhibition Centre, which are required during the event set-up and dismantling periods.

The Exhibitor is responsible for ensuring that the technical and professional requirements of the companies that will be exhibiting at the exhibition centre on its behalf are met.

BolognaFiere may, also for the purposes of enforcing work safety regulations, define particular criteria governing access to the tradeshow grounds during stand set-up, and also limit the access of vehicles, and/or fix a charge for vehicles parked outside the spaces and/or beyond the time limits defined by the Organizer. In particular, should motor vehicles and vehicles in general remain in the tradeshow grounds for longer than two hours, the Exhibitor may be charged, by means of the password given to the vehicle, an amount of 500.00 €, net of VAT.

### **Art. 8 – STAND FURNISHING**

Exhibitors must limit their displays to the area of the stand itself, as indicated clearly in the "Technical Regulations and Various Forms" and their height may not exceed the allowed height specified in the Exhibition regulations.

Stand furnishings are classified as Standard and Non-standard, regardless of stand size. Their specific features are detailed in the Technical Regulations and in the Form 0 that shall be an integral part of this Agreement and as such fully accepted by the Exhibitor.

**In order to set up any stand, you are required to send BolognaFiere 'Form 0'**, which can be downloaded directly from your reserved area, FORMS AND REGULATIONS section and also in the REQUEST FOR SERVICES section, on the forms page of the website BeFair [www.befair.eu](http://www.befair.eu), using the same credentials with which you entered the reserved area.

In the case of non-standard set-ups, the Exhibitor is obliged to submit to BolognaFiere, for approval, the set-up project duly signed off and bearing the stamp of a certified technical expert as well as the documents required by the "Exhibition Technical Regulations and Form 0".

All the above-mentioned documents must be submitted within the date indicated on the "Exhibition Technical Regulations", otherwise the Exhibitor will be charged the amount of € 500.00 plus VAT in addition to any costs indicated on "Form 0".

BolognaFiere reserves the right not to allow the assembly of non-standard set-ups that have not been approved in advance.

The displays and related equipment shall be constructed in a workmanlike way and accident and fire prevention regulations shall be observed.

The Exhibitor undertakes to comply with the regulations relating to places of public entertainment and to he undertakes to observe the relevant regulations and to abide by the provisions and procedures laid down in the "Exhibition Technical Regulations and Various Forms". BolognaFiere shall have the right to call on the Watchdog Committee for places of public entertainment.

The Exhibitor is under the obligation to install in his allotted area and in clearly visible and accessible positions the appropriate number and quality of fire extinguishers as provided by BolognaFiere.

Failure to comply with the detailed provisions of the "Exhibition Technical Regulations and Various Forms" will give BolognaFiere the right to close the stand and take the most appropriate measures to ensure that safety conditions are maintained, without prejudice to any and all civil and criminal liability on the part of the Exhibitors.

The Exhibitor shall bear sole responsibility with respect to the stability of the fittings, for the execution and operation of the systems, for the conformity of the stand materials, for fire prevention regulations and for any damage to persons or property belonging to BolognaFiere or third parties.

Non-observance of the safety rules may be reported to the judiciary authorities.

#### **Art. 9 – HANDING BACK OF STANDS**

At the end of the Exhibition, but not before, Exhibitors/ Appointees shall remove the products and materials they have installed and, will remove said products and materials from the Exhibition Centre. The dismantling of stands shall be completed by the date given in the "Exhibition Technical Regulations".

If, on the last Exhibition Day, the Exhibitor should leave the stand unattended before closing time, BolognaFiere is authorized to charge a penalty to the Exhibitor up to a maximum of € 700,00 + VAT.

It is mandatory for all Exhibitors to return the booth to the state in which it was assigned.

During all phases of the event, it is forbidden to leave waste and/or waste materials in the Exhibition areas and in the Exhibition Centre.

All waste and residual materials left over from stand set-up shall be duly disposed of by the Exhibitor and/or any persons charged by him to do so. The aisles of the Exhibition pavilions must be kept free and unencumbered of any and all leftover materials of whatever kind.

**As provided for by the laws on environmental protection, Exhibitors are obliged to declare how they intend to treat the waste equipment by compulsory filling in of the Exhibition forms.**

In the event the Exhibitor/Appointees fails to comply with the dismantling period and/or is late in clearing the area, the Exhibitor hereby gives its irrevocable consent to BolognaFiere to consider any material left on the stand as waste to be sent to a public refuse deposit. All direct and indirect disposal costs plus a fee of euro 700,00 every 16sqm will be therefore charged to the Exhibitor, together with any greater claims for damage.

BolognaFiere disclaims all responsibility for goods, materials and anything else left unattended by the Exhibitor in the Exhibition Centre.

#### **ART. 10 – ACCESS TO EXHIBITION CENTRE**

The Exhibition shall be open every day to professionals of the trade presenting the required entry document, at the times stipulated by BolognaFiere. BolognaFiere reserves the right to change these times, if necessary, even during the Exhibition.

In order to allow Exhibitors and their staff to enter the Exhibition freely, BolognaFiere will issue entry passes as provided for in the "Exhibition Technical Regulations and Various Forms", the use of which implies acceptance of these regulations.

The Exhibitor is nevertheless responsible in every respect for the behaviour of the persons he provides with entry passes, as well as for the behaviour of his own employees, assistants, agents and contractors in the performance of the duties with which they have been tasked.

Inside the Exhibition Centre it is strictly forbidden to promote offerings and donations for recognised institutions, to collect offerings, to make political or religious propaganda and to conduct any activity whatsoever not related to the aims and purposes of the Exhibition.

It shall, however, be understood that access procedures, technical provisions, assembly and removal of exhibition booths, and the overall manner in which the trade show is conducted may be subject to changes and/or revisions in the event of further regulatory provisions being issued by the authorities.

#### **Art. 11 – SURVEILLANCE AGAINST THEFT - LIABILITY FOR THEFT AND DAMAGES - RELEASE FROM LIABILITY FOR BOLOGNAFIERE INDEMNIFICATION**

During Exhibition Hall opening hours the Exhibitor shall watch over his stand either directly or through his own staff.

The Exhibitor must secure the Exhibition space with their own personnel during the entire period that the show is open.

The Exhibitor is the sole custodian, for the duration of the show (including the period of set up/dismantling) of all materials, property and furnishings present in the Exhibition space.

As custodian of the Exhibition space, the Exhibitor agrees to indemnify, substantially and procedurally BolognaFiere and not hold them responsible by law for any loss, damage, liability, cost or expense, including legal fees, resulting from the use of the booth and the assigned Exhibition space.

Although it provides a day and night security service inside the Exhibition Centre for the entire duration of the Exhibition and on the days allocated for stand furnishing and dismantling, BolognaFiere is hereby released from any and all liability in respect of theft and/or damage that may be sustained by the Exhibitor.

The Exhibitor will also be liable to BolognaFiere for all direct and indirect damage which, for whatever reason, is attributable to him or to the staff operating on his behalf (including damage caused by furnishings or systems installed either by the Exhibitor or by third parties engaged by him, even if they have been inspected by BolognaFiere).

#### **Art. 12 – INSURANCE – RELEASE, ASSUMPTION AND RESTRICTION OF LIABILITY**

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

a. All Risks cover (including fire and theft) for direct physical damage to furniture, fittings, equipment and goods on the stand, excluding cash, valuables, jewellery and the like and excluding the software installed in computers and excluding any cover for loss of use of the furniture, fittings, equipment and goods during the period when the Exhibition is being held – cover € 40,000.00 full first loss cover (including fire and theft), with absolute excess of € 300.00 per claim, increased to € 600.00 for damage sustained after the end of the Exhibition;

b. Third Party Liability cover, including fire damages: single limit € 50,000,000.00.

c. Exhibitor's Employees Liability cover: single limit per claim of € 3,000,000.00 with limit of € 2,000,000.00 per person.

d. No claim reimbursement from the Insurance company from all Exhibitors and BolognaFiere.

The above-listed insurance policies are governed by the conditions and limitations which the Exhibitor may request from the Exhibition organising office, and which will be printed on the form contained in the Various Forms of the Exhibition.

These insurance policies do not release the Exhibitor from liability in respect of all risks which, according to the independent assessment of the Exhibitor, are not covered or which exceed the limits of cover as set out above. The Exhibitor shall take out such supplementary cover, as he deems appropriate.

In particular, because of the existence of a system of videocontrolling of halls, in case of thefts, Exhibitors must present a written report draft by the Public Authority, **within seven days** after the end of the Exhibition. In default, there might occur the loss of the allowance.

The Insurance Company will also handle claims and settlements at the end of the Exhibition, on the terms and conditions as set out in the aforementioned form.

In any event the Exhibitor hereby undertakes to include in the supplementary insurance cover a clause in which the insurer waives any action of recourse or redress against the Exhibitors and BolognaFiere, and in default he shall indemnify and hold it harmless from any action that may be brought against it.

Having taken note of the foregoing, the Exhibitor nevertheless (on his own account and for his agents, employees or appointees) expressly relieves BolognaFiere from any liability for loss or damage which for whatever reason may occur in the Exhibition area assigned to him, during the entire Exhibition period and during the installation or dismantling of the area assigned to him, and in respect of anything located therein, and he accepts sole liability for any damage caused to third parties by the management of the Exhibition space or by anything introduced therein, and which is not covered in the terms or manner indicated above or by additional insurance cover taken out by the Exhibitor.

BolognaFiere 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 BolognaFiere is limited to the insurance limits as stated above. The Exhibitor accepts these limits of liability.

#### **Art. 13 – CLAIMS**

Any claims relative to the organization and the production of the event must be immediately reported to BolognaFiere in writing, no later than seven days after the conclusion of the event.

Subsequent claims will not constitute a subject of dispute with BolognaFiere.

#### **Art. 14 – INTELLECTUAL PROPERTY**

The products and goods on display, as well as the stands housing them, may not be photographed, drawn or in any way reproduced without the authorisation of the Exhibitor and BolognaFiere.

However, BolognaFiere reserves the right to film, reproduce, advertise and authorise the filming, reproduction and advertising of general and detailed outside and inside views, and may permit their sale or even sell them directly.

#### **Art. 15 – TEMPORARY IMPORTATION**

The temporary importation of goods or merchandise of foreign origin for display as samples during the Exhibition must be carried out - at the Exhibitor's expense - through BolognaFiere's official forwarding agent, in accordance with the procedures laid down in the "Exhibition Technical Regulations and Various Forms", and the official forwarding agent shall be released from any responsibility for his actions, as shall BolognaFiere.

#### **Art. 16 – TECHNICAL SERVICES**

At the Exhibitors' request and in accordance with the provisions set out in the "Exhibition Technical Regulations and Various Forms", BolognaFiere will provide Exhibitors with electricity for lighting and motive power, as well as connection to the water mains and compressed air.

Furthermore, BolognaFiere reserves the right to provide, tender or grant exclusive rights for any service which it considers useful for the participants, and to establish the operational procedures in respect thereof.

Specifically:

- connection and disconnection between the electrical installation or water system set up by the Exhibitors and, respectively, the junction box and mains water supply point may be carried out only by the firms authorised to do so by BolognaFiere, and these firms shall ensure compliance with the provisions contained in the "Exhibition Technical Regulations and Various Forms";
- stand cleaning shall be carried out by BolognaFiere, from the last day of the furnishing period and for the entire period of the Exhibition;
- telephone connections and disconnections may only be carried out by the supplier authorised by BolognaFiere;
- with respect to all portering, handling, loading and unloading of goods, the exhibitors shall engage the services of the official forwarding agent appointed by BolognaFiere, and no other party;
- only electrical vehicles fitted may enter the Exhibition halls.

The Exhibitor understands that the «services» (be they managed direct by BolognaFiere or contracted out or granted to sole agents) ensure regular performance in the context of the normal engagement of such services by the individual users, and in any case the Exhibitor releases BolognaFiere, as well as the contractors and providers of the services, from any and all responsibility in connection with any irregularities in the performance of these services.

#### **Art. 17 – PRINTED LITERATURE AND ONLINE INFORMATION**

BolognaFiere reserves the right to issue the Catalogue and distribute the information (including in summary or abbreviated form) contained in the Application Form regarding the Exhibitors and the products and/or services they present, or regarding anything else exhibited or presented, using the means and techniques of communication (printed matter, USB devices, Internet, etc.) it deems most appropriate, with no liability for any omissions, errors or malfunctioning.

The information printed in the Catalogue will refer to application forms received and approved up to 45 days before the opening of the Exhibition, without prejudice to BolognaFiere's right to change the allocation of the stands.

The above also applies to the contents of other information forms signed by the Exhibitor or by its agent and provided to BolognaFiere (including via computer).

BolognaFiere reserves the right to provide, on the home internet site, areas reserved for the individual Exhibitor, to which the Exhibitor himself can gain access by his personal password and username to put online, send or modify information relating to his own business.

The Exhibitor will have exclusive liability for the content of the area reserved for him and for the proper use, including on the part of third parties of the personalized link allocated to him by BolognaFiere.

#### **Art. 18 – PAID ADVERTISING**

Outside the Exhibition area assigned to the Exhibitors, any and every form of publicity or advertising must be carried out through BolognaFiere or through the companies appointed for this purpose by BolognaFiere. Such advertising shall be liable to the payment of a fee and associated tax charges.

#### **Art. 19 – CAR PARKS**

For safety reasons, only cars will be allowed access to the car parks provided for Exhibitors - until all available parking spaces are exhausted - (it is therefore understood to be excluded commercial vehicles, trucks, etc.) equipped with a special badge issued by BolognaFiere and parking is allowed only in the appropriate spaces and only during the opening hours of the Exhibition Centre.

It is strictly forbidden to stop commercial vehicles and lorries of any kind inside the Exhibition Centre, even for short periods only.

It is also strictly forbidden to off load from cars outside the allowed spaces and after the closing time of the Exhibition Centre.

In the event of failure to comply with these provisions, BolognaFiere may take steps to obtain the forced removal of the vehicle from the car park or the affixing of mechanical means inhibiting its use, at the risk and expense of the Exhibitor to whom the badge has been issued and the owner of the vehicle, who shall remain jointly and severally liable with the Exhibitor for the relevant expenses.

BolognaFiere reserves the right not to admit to the next edition of the Exhibition any Exhibitor who has not complied with the prohibitions described above, even through his or her agents.

All occupants of the vehicle must have a valid document for admission to the Exhibition Centre.

Since the car parks are unattended, BolognaFiere is not responsible for security of the vehicle and will accept no liability for damage or theft of any kind.

#### **Art. 20 – SPECIAL PROHIBITIONS**

Exhibitors are expressly forbidden:

- to make any sales involving on-the-spot delivery of goods to the buyer;
- to give up or exchange all or part of their stands;
- to exhibit prices;
- to display products that do not belong to the marketing designation of the stand as it appears on the Exhibitor's application;
- to display cards or samples, even those of a purely indicative nature, for firms not listed on the application form and not represented;
- to undertake any form of advertising outside their own stand and in the Exhibition Centre. Exhibitors may distribute advertising material only inside their own Exhibition area;
- the use, for any purpose whatsoever, of remote-controlled devices including drones in the Exhibition Centre (APR). Any exceptions must be requested from the Operations Division of BolognaFiere, which reserves the right to evaluate, within the scope of the provisions of current legislation, the possibility of use in accordance with methods and procedures to be agreed;
- any spectacle or entertaining initiative of any kind, nature and characteristics, even if limited within the stand or aimed at presenting products without prior authorization from BolognaFiere and BolognaFiere Operations Division; moreover, it is the exclusive responsibility of the Exhibitor to obtain any authorizations from the health and public safety authorities and, in general, from the bodies in charge, and to pay any royalties (authors and publishers) and related fees (producers and performers) for the above-mentioned initiatives, if and as requested;
- to present live or recorded music using audio and sound equipment. Any exceptions to this rule must be authorised in writing by BolognaFiere 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 BolognaFiere may undertake to ensure the immediate cessation of any possible forms of unfair competition or to protect and safeguard the other Exhibitors and BolognaFiere itself.

The technical prohibitions issued for reasons of safety, health, pollution in general, for persons and property, and to prevent tampering with the property and assets of the Exhibition Centre, as well as the instructions contained in the "Exhibition Technical Regulations and Various Forms," are an integral part of these General Terms and Conditions, and the Exhibitor undertakes to observe them scrupulously.

Any exceptions may be issued, only in writing, by the Operations Division of BolognaFiere.

In the event of disregard of even one of the prohibitions specified above, or of those referred to in this Article, BolognaFiere may apply the sanctions provided in the "Exhibition Technical Regulations and Various Forms" and/or terminate the contract for participation in the Exhibition without recourse to the court, but simply by means of any form of written notice to the Exhibitor at its stand. This will entail the immediate closing of the stand and withdrawal of access documents to the Exhibition Centre, without prejudice to the sums due from the Exhibitor.

#### **Art. 21 – POSTPONEMENT, REDUCTION OR CANCELLATION OF THE EXHIBITION**

It is BolognaFiere's irrevocable and discretionary right to change the dates of the Exhibition, nor does this entitle the Exhibitor to withdraw or in any way annul the contract and gain release from his obligations. Furthermore, BolognaFiere may reduce the Exhibition or even cancel all or certain sectors of it, without being required to pay compensation, fines or damages of any sort. In this eventuality BolognaFiere shall give written notification of the changes made by registered letter or email to be sent no later than 15 days before the start of the Exhibition.

#### **Art. 22 – 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, BolognaFiere 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 BolognaFiere gives the other party prompt notice of such circumstance. If prompt notice is not given, BolognaFiere 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, BolognaFiere 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 the Fair must be cancelled due to an Event of Force Majeure, BolognaFiere reserves the right to retain only the registration fee paid by exhibitors in order to cover organisational expenses incurred and will refund the remaining amounts; in such case, exhibitors will have no right to seek damages from BolognaFiere on any grounds or for any reason.

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 BolognaFiere. If prompt notice is not given, the Exhibitor will be relieved of its obligation and released from liability when BolognaFiere has received such notice; BolognaFiere 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, BolognaFiere 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 21 "Postponement, reduction or suspension of the Fair" will not be applied.

#### **Art. 23 – GENERAL PROVISIONS: CHOICE OF DOMICILE; APPLICABLE LAW; ITALIAN JURISDICTION AND COMPETENT COURT OF LAW**

The Exhibitor is obliged to abide by any regulations that may be issued to BolognaFiere by the Public Safety Authorities and those responsible for fire and accident prevention and for the supervision of places open to the public.

The Exhibitor and third parties working for him inside the Exhibition Centre must engage staff on employee or freelance contracts in

accordance with the laws in force (vis-à-vis social security, insurance, taxation, etc.).

The Exhibitor agrees to have his legal domicile, for all intents and purposes of law, at BolognaFiere's registered office.

The Exhibitor accepts Italian jurisdiction and no other and acknowledges as competent the law court of Bologna.

Relations between BolognaFiere, the Exhibitor and any third parties are governed solely by Italian law.

#### **Art. 24 – RELATIONS WITH BOLOGNAFIERE**

The Exhibitor acknowledges that the Exhibition will take place in the Exhibition Centre of BolognaFiere and undertakes to comply - and ensure compliance by his employees and collaborators - with the rules and regulations lay down by BolognaFiere. The Exhibitor declares that he/she has read the BolognaFiere Code of Ethics, available on the website [www.bolognafiere.it](http://www.bolognafiere.it), that he/she shares it and fully agrees with its content and is aware of the possible consequences and penalties deriving from violation of the principles and rules stated therein.

In case of the Exhibitor's default in such obligations, BolognaFiere will be entitled to take direct action, by means of its service staff in the Exhibition Centre, in order to enforce its rules and regulations and all laws.

#### **Art. 25 – PERSONAL DATA PROCESSING - INFORMATION TO THE DATA SUBJECT PURSUANT TO ARTICLE 13 OF REGULATION (EU) NO. 2016/679**

BolognaFiere 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 BolognaFiere, please consult the Privacy Policy Statement attached to this Agreement.

**PLEASE, READ, SIGN AND RETURN THE MANDATORY PRIVACY FORM IN THE NEXT PAGE**