

## GENERAL CONDITIONS FOR PARTICIPATION IN PESTMED EXPO 2024

N.B. N.B. The term “BolognaFiere“ stands for BolognaFiere spa, with registered office at Viale della Fiera 20, Bologna, Italy. The term “Organiser” stands for Avenue media srl with registered office at Bologna (Italia), Viale Aldini 222/4. Avenue media.

In the context of its competitive business activity, Avenue Media srl organizes the Exhibition at the Bologna Exhibition Centre from 28 February to 1 March 2024.

**Art. 1 - ADMISSION TO THE EXHIBITION** - The following may be admitted as Exhibitors:

- a) Italian and foreign companies exhibiting products or services included in the Exhibition’s merchandise categories. If the producer is not present at the Exhibition, its exclusive or general agents or representatives may be admitted.
- b) Trade associations and public or private bodies that institutionally conduct promotional and research activities or that deal with information and publication in the specific fields of the Exhibition. BolognaFiere reserves the right to prohibit the presentation of the same products, samples, or services at more than one stand in the same merchandise category.
- c) Italian and foreign companies, which have had or are having legal matters towards BolognaFiere and its subsidiaries or are insolvent towards it, may not be admitted as Exhibitors.

**Art. 2 - PARTICIPATION IN THE EXHIBITION** -The attached application form must (under penalty of non-acceptance) be completely filled out, signed, and counter-signed, and it will be deemed an irrevocable request by the applicant, and will entail the applicant’s acceptance of these “General Terms and Conditions” (as well as the “Technical Regulations of the Exhibition and of all other rules regarding the organisation and operation of the Exhibition and of the Exhibition Centre). When applying to take part, the applicant must provide a down payment (see art. 3 of General Regulations). Payments slip must be attached to the application form, otherwise it will not be taken into consideration. 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 received at least 60 days prior to the opening of the Exhibition, where the applicant has made a formal request within 30 days following the end of the event.

Dealers, agents, and exclusive and general representatives must attach to their application a list of the companies they represent and whose products they intend to exhibit. The applicant is required to provide any and all other documentation as may be required to decide whether to approve its application and to verify – at any time – its conformity to the conditions required for participation in the Exhibition. If the application is approved, the applicant will be notified by registered letter and be considered a participant. For applications received at least 60 days prior to the opening date of the Exhibition, the registered letter of approval will be mailed at least 30 days prior to the opening date. For applications received less than 60 days prior to the opening date or for applications received successively, the applicant will receive notice of approval at least the day prior to the opening date; approval may be notified any other means, including fax or other appropriate means. In the event of collective or co-participation, the applicant may not invite Exhibitors that have been previously excluded by BolognaFiere for non-compliance with Exhibition regulations and obligations, including the case of other Exhibitions. Should this occur, the applicant will be held responsible for the compliance of co-participants.

**Art. 3 – PAYMENTS TERMS – DOWN PAYMENT - TERMINATION** - Participation prices, various mandatory services and registration fee are indicated in the application form. The registration fee includes the following services:

- insurance All Risks and Third Party Civil Responsibility (mandatory)
- inclusion of the company both in the official catalogue
- Exhibitors cards, n.1 parking pass

The square meter fee or lump sum includes the costs of the Exhibition space, the services specified in the General Terms and Conditions of Participation, complementary events such as meetings and conferences, society and celebratory events included in the Exhibition programme as well as official hospitality to Italian and foreign delegations of trade operators and State authorities, speakers and lecturers. To facilitate participation in the Show, the following “various mandatory services” have been included in a lump sum connection and testing of the electrical system, with maximum provided power up to 5 Kw

- fire extinguishers in conformity with safety standards
- daily cleaning of the stand (floor sweeping/carpet suction, dusting of worktops free from encumbrances, emptying of waste bins left on the stand edge)
- municipal publicity fees for signage and name placard of the Exhibitor
- 5 standard wi-fi connection 802.11 b/g 2GHz for 1 PC, Tablet PC or

## Smartphone

At the same time as submitting the participation application, the applicant must pay Avenue Media the advance payments indicated in the participation application.

By the opening date of the Exhibition, Avenue Media will issue an invoice for the balance due for the assigned stand. The invoice must be paid by the date specified therein. The invoices will be transmitted in pdf format via email to the email address for invoices and administrative documents, which must unavoidably be filled in.

**Art. 4 – NON-COMPLIANCE AND NON-FULFILLMENT** - In case of failure to comply with the requirements of this regulation and non-compliance with obligations under this contract - also including the case of non-payment Avenue Media, 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, provided visitor’s tickets, catalogs 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 Avenue Media the full amount for the fees participation.

Avenue Media 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. Avenue Media, 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 - STANDS ALLOCATION** - Stand allocation falls exclusively within the competence of Avenue Media and is made at its discretion. Any special instructions or requests from the Exhibitor are understood to be merely indicative; they may not bind or influence the application and are therefore not considered. Furthermore, Avenue Media will have the right to move or reduce a stand already allocated, or to transfer it to another Exhibition area; this will not give the participant any right to compensation or indemnity of any kind. Avenue Media will be required to notify the Exhibitor of such decision by registered letter (or fax or other appropriate means) sent at least 20 days prior to the opening of the Exhibition

**Art. 6 - RIGHT TO WITHDRAWAL** A participant that is unable to participate in the Exhibition may withdraw from the contract by documenting such inability and notifying Avenue Media by registered letter with advice of receipt no later than 60 days before the opening of the Exhibition, to Avenue media’s acquisition of the advance payments agreed in the registration form as a contractual penalty and without prejudice to any further right to compensation for any greater damages. In such case, Avenue Media may dispose of the stand and assign it to other Exhibitors as appropriate. Should such notice be given less than 60 days before the Exhibition opening date, the participant shall be required to pay not only the registration fee but also the whole of the participation fee, as well as any other greater damages accruing to Avenue Media, direct or indirect. In this case, Avenue Media will still be able to use the stand, even assigning it to other Exhibitors.

If the notice of withdrawal is not given and the Exhibitor does not set up its stand, the participant shall be considered entirely in breach of contract and shall be required to pay not only the registration fee but also the whole of the participation fee, as well as any other greater damages accruing to Avenue Media, be they direct or indirect. Once again, in this eventuality, Avenue Media may make use of the stand and assign it to other Exhibitors.

Avenue Media may withdraw at its discretion from the participation contract up to three months (= 90 days) before the opening date of the Show, and for reasons relating to the organization of the event and its regular running. In such cases Avenue Media will not be required to provide compensation or compensation of any kind, but will have to return any registration fee and participation fee already collected.

**Art. 7 - DELIVERY OF STANDS** - Stands will be made available to Exhibitors by the deadline specified

in the "Technical Regulations of the Exhibition". The furnishing of stands must be completed by the date indicated in the "Technical Regulation": otherwise, the contract may be terminated due to the participant's default in the same manner and with the same consequences referred to in Art. 4. Admission to Bologna Exhibition Centre for Exhibitors and Fitters/Suppliers is subject to prior accreditation of data on the website befair.eu. Once this first step has been carried out, following the instructions provided by e-mail, the Exhibitor will choose his credentials, which will remain valid for future editions. By accessing the PASS portal, the Exhibitors will be able to appoint any Fitters / Suppliers, assigning them a file. The appointees will receive an e-mail in order to operate their first login to the "Pass" page of Befair website and choose their login username and password. In the Pass portal, both Exhibitors and Fitters/Suppliers (through their own account) will be able to enter the names of their personnel and vehicle plates for which they request access to the Exhibition Centre, exclusively during setting-up and dismantling periods. If the Exhibitors and Fitters don't view the published documentation - including D.U.V.R.I., PRIVACY and safety information - they will not be able to print the badges necessary during the set-up and dismantling periods. The Exhibitor is responsible for ensuring that the companies carrying out work in the Exhibition centre on its behalf meet the necessary requirements. Avenue media and BolognaFiere may establish special rules of access to the Trade Fair Centre during setup, also in compliance with occupational safety regulations, and also restrict vehicle access and/or apply charges to vehicles parked outside designated spaces and/or exceeding the Organiser's parking time limit. In particular, if motor vehicles or other forms of transport are left inside the Trade Fair Centre for more than two hours, the Exhibitor whose password has been used to register the vehicle may be charged the sum of € 500.00 +vat

**Art. 8 - STANDS FURNISHING** - Exhibitors must limit their displays to the area of the stand itself, as indicated clearly in the "Technical Regulations of the Exhibition" and their height may not exceed the allowed height specified in the Exhibition regulations.

Regardless of surface area, booth installations are classified as either Standard or NonStandard, regardless of surface area, and their specifications are set out in detail in the Technical Regulation that form an integral part of these regulations, and which the Exhibitor accepts in full. For the setting up of any stand, it is compulsory to send and submit FORM 0 to BolognaFiere, which can be downloaded from the Exhibitor's reserved area, in the Form section to [www.befair.eu](http://www.befair.eu).

In the case of Non-Standard stands, the Exhibitor is obliged to send to the Organizer and BolognaFiere, for approval, the stand design stamped and signed by a Qualified Technician as well as the documents required by the "Technical Regulations of the Exhibition and from Form 0". All the aforementioned documents must be sent no later than the deadline established in the "Technical Regulations of the Exhibition", otherwise the Exhibitor will be charged the amount of € 500.00 plus VAT in addition to any costs indicated on "Form 0".

In any case, BolognaFiere reserves the right not to allow the assembly of Non-Standard stands that have not been previously approved. The fittings and the related systems must be built in a workmanlike manner, in compliance with the accident prevention and fire prevention regulations.

The Exhibitor undertakes to comply with the legislation relating to public entertainment venues and to submit to all the provisions and formalities set forth in the "Exhibition Technical Regulations".

BolognaFiere will be entitled to request, if necessary, the intervention of the Supervisory Commission for public entertainment venues. The Exhibitor is obliged to keep in the stand, in a clearly visible and accessible position, fire extinguishers in adequate quantity and quality, as supplied by BolognaFiere.

Failure to comply with the detailed provisions of the "Exhibition Technical Regulations" will give BolognaFiere the possibility of closing the exhibition space and/or adopting the most appropriate measures to ensure safety conditions, without prejudice to any civil and criminal liability of the Exhibitor.

Any responsibility regarding the statics of the stands, the execution and operation of the systems, the compliance of the stand materials, the fire regulations and for any damages that persons or things owned by BolognaFiere or third parties may suffer, shall be borne exclusively by the Expositor. Failure to comply with the safety rules may result in a complaint to the judicial authority

**Art. 9 - HANDING BACK OF STANDS** - At the end of the Exhibition, but not before, the Exhibitors will remove the products and materials they have installed and, will remove said products and materials from the Exhibition Centre. Stands must be completely emptied by the date specified in the "Technical Regulations of the Exhibition". 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. 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. Waste and materials left over from set up work shall be disposed of by the Exhibitor and/or its appointed agents and hall aisles kept clear of any such materials or other obstructions. 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 of its failure to comply with dismantling times and/or delays in clearing the area, the Exhibitor grants its irrevocable permission for BolognaFiere to attend to such matters, considering anything left in the booth to be waste bound for landfill sites and the Exhibitor shall be required to reimburse all direct and indirect expenses incurred for the clear-up work, this currently starting at a minimum of € 300.00 per 9 sqm of surface area and without prejudice to the right to claim compensation for any additional loss. Avenue Media and BolognaFiere disclaims all responsibility for goods, materials and anything else left unattended by the Exhibitor in the Exhibition Centre

**Art. 10 – ACCESS TO THE EXHIBITION CENTRE** - The Exhibition shall be open every day at visitors and professional of the trade presenting the required entry pass according to the opening hours that Avenue Media establishes, and which they reserve the right to change, if necessary, even during the Exhibition. Visitors who have not received an invitation may access the Exhibition Centre by filling in the registration form. Avenue media will provide badges so that Exhibitors and their staff may have free access to the Exhibition. The use of such badges is subject to the provisions and acceptance of the "Technical Regulations of the Exhibition". The Exhibitor is fully liable for the conduct of persons to whom it provides entrance passes, as well as for the conduct of its employees, assistants, and workers in the performance of their assigned duties. 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, 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 AND AVENUE MEDIA – INDEMNITY CLAUSE** - During the hall opening times the Exhibitor shall watch over his own stand either directly or by means of his personnel. The Exhibitor is required to supervise its stand and Exhibition space with its own personnel during the entire Exhibition period. The Exhibitor is the only custodian of all of the materials, goods, and furniture at the stand and Exhibition space during the entire Exhibition period (including set-up and knock-down).

As custodian of its stand and Exhibition space, the Exhibitor is required to indemnify BolognaFiere and Avenue Media - substantively and legally - against all losses, damage, liability, cost or expense, including legal fees, deriving from the Exhibitor's use of its stand and assigned Exhibition space. Although BolognaFiere provides a general day and night surveillance service inside the Exhibition Centre for the entire duration of the Exhibition and for the stand furnishing and removal periods, is released from any and all responsibility for theft and/or damage that may be sustained by the Exhibitor.

The Exhibitor shall also be responsible to BolognaFiere for all damage, be it direct or indirect, which for any reason is attributable to him or to the staff working for him (including damage caused by furnishings or by the systems set up either directly or by third parties engaged by it, even if they have been inspected by BolognaFiere).

**Art. 12 - INSURANCE – RELEASE, ASSUMPTION AND LIMITATIONS 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 damages 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) Exhibitors and BolognaFiere waive the right to any claims made against the event's insurer.

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 specified on the form contained in

the insurance policy form.

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, Exhibitor takes note of presenting or forwarding a written report draft by the Public Authority to the Insurance Company, 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. 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 assistants) expressly relieves BolognaFiere from any liability for loss or damage which for whatever reason may occur in the Exhibition area assigned to him, 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.

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

**Art. 13 – COMPLAINTS** - Any complaints regarding the organisation and production of the Exhibition must be immediately reported to the Organizer in writing, and in all cases not later than seven days after the conclusion of the Exhibition.

Any complaints received after such deadline will not be deemed subjects of dispute with the Organizer.

**Art. 14 – INTELLECTUAL PROPERTY** - The products and goods on display as well as the stands housing may not be photographed, drawn or in any way reproduced without the authorisation of the individual Exhibitors and Organizer. Organizer nevertheless reserves the right to film, reproduce, disseminate and to authorise the filming, reproduction and dissemination 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 foreign merchandise or goods (such as samples) for display at the Exhibition must take place – at the Exhibitor's expense – through BolognaFiere's official carrier according to the methods specified in the "Technical Regulations of the Exhibition" with exemption of all liability for such official carrier, as shall BolognaFiere.

**Art. 16 - DISPLAY OF PREFABRICATED STRUCTURES, CRANES, SCAFFOLDING, ETC. AND DISPLAY OF MACHINERY IN OPERATION** - Regarding the Exhibition of prefabricated structures, tower cranes, self-erecting cranes and other similar cranes, scaffolding, temporary reinforcement and scaffolding in general, in addition to fully and strictly observing all regulations in terms of safety, legislation, standards, good practices, as well as those based on experience and prudence, the Exhibitor also pledges to scrupulously observe BolognaFiere's instructions during the entire stay on the Bologna Fairgrounds. Machines on display may not be operated unless written permission has been received from the Operations Division of BolognaFiere and provided such operation does not cause danger or disturbance. In this case, machines must be equipped with devices to prevent accidents, noise, foul odours, and the emission of gas and liquids. Machines may not be operated with internal combustion engines in the halls, and must not require the use of fuels or gas cylinders. All machines must comply with safety laws, regulations, and standards of good practice, and must be accompanied by the administrative documents issued by competent authorities. The Exhibitor will assume all civil and criminal liability for any injury and/or damage to third parties caused by the non-observance and violation of such regulations and/or instructions. BolognaFiere has the right to remove or have removed from the Exhibition Centre any structures that do not conform to the provisions referred to above

**Art. 17 - TECHNICAL SERVICES** - At the Exhibitor's request and in accordance to the terms of the "Technical Regulations of the Exhibition", BolognaFiere will supply the Exhibitor electrical energy for lighting and for motive force and connection to the water mains, and compressed air. In addition BolognaFiere reserves the right to supply,

or to outsource or grant exclusives for, any service it deems useful for Exhibitors, defining the methods of use for same. Specifically:

- Connections and disconnections between the electrical installation or water system set up by the Exhibitors and the junction box and water supply points, respectively, may be carried out only by the firms authorized to do so by BolognaFiere; such companies will verify compliance with the instructions contained in the "Technical Regulations of the Exhibition 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 equipment may be connected and disconnected only by the company authorised by BolognaFiere.

- All portage, transport, loading and unloading operations, the Exhibitors must be conducted by BolognaFiere's official forwarder.

- Access to the halls is permitted only to electrical vehicles.

The Exhibitor understands that the "services" (either managed directly by BolognaFiere or outsourced or granted in exclusive) ensure good performance under conditions of normal use of such services, and in all cases exempts BolognaFiere, the contractors, and providers of such services from any and all liability due to any irregularity in the performance of such services

**Art. 18 - PRINTED LITERATURE AND ON-LINE INFORMATION** – Avenue Media 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, 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 Avenue Media'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 Avenue Media (including via computer).

Avenue Media 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 password and the username allocated to him by BolognaFiere.

**Art. 19 - PAID ADVERTISING** - Outside the Exhibition area, assigned to the Exhibitors, any and all forms of publicity or advertising must be carried out through BolognaFiere or through the companies appointed for this purpose by BolognaFiere. Such advertising will be subject to the payment of a fee and associated tax charges

**Art. 20 - 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 the Organizer 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. 21 – SPECIAL PROHIBITIONS** - It is expressly forbidden for Exhibitors to:

- make any sale involving on-the-spot delivery of goods to the buyer, except in Technical Press and in those areas where Avenue Media allows it;

- give up or exchange all or part of their stands;

- exhibit of prices except in those areas where Avenue Media allows it;

- display products that do not belong to the marketing designation of the stand as it appears on the Exhibitor's application;

- display cards or samples, even those of a purely indicative nature, for firms not listed on the application form and not represented;

- engage in any form of advertising outside their own stand and in the Exhibition centre. Exhibitors may distribute advertising material only

inside their own Exhibition area;

- to use own forklifts and lifting devices in the Exhibition Centre;
- the use, for any purpose whatsoever, of remote controlled devices including drones in the Exhibition Centre (APR). Any exceptions must be requested from the BolognaFiere Operations Department, 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 the BolognaFiere Operations Department; moreover, it is exclusive competence of the Exhibitor to obtain any authorizations from the health and public safety authorities and, in general, from the bodies in charge, for the above mentioned initiatives, if and as requested;
- the broadcasting of live and recorded music through the use of devices for the reproduction of music and sound. Exceptions may only be authorized in writing by the Avenue Media on condition that the Exhibitor does not cause any disturbance and has complied with the legal obligations for payment of the relevant fees;
- 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 "Technical Regulations and Various Forms booklet," 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 "Technical Regulations and Various Forms booklet" 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. 22 - POSTPONEMENT, REDUCTION OR CANCELLATION OF THE EXHIBITION** – Avenue Media has the irrevocable right, at its discretion, to change the dates of the Exhibition; this will not give the Exhibitor any right to back out of or cancel the contract or to be released from any of its obligations. In addition, Avenue Media may reduce the length of the Exhibition or eliminate all or some of its sectors without being required to pay damages or penalties of any kind. In such cases, BolognaFiere will give written notice of changes by means of registered letter, fax or e-mail, to be sent at least 15 days before the opening date of the Exhibition

**Art. 23 - 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: that the occurrence is beyond the parties' reasonable control; and that it could not reasonably have been foreseen at the time the contract was stipulated; and 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 withhold only the registration fee paid by Exhibitors to cover organisational and handling expenses incurred. All other monies received from Exhibitors shall be refunded and in such case no exhibitor will have the right to seek any damages against the Organizer 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 the Organizer. If prompt notice is not given, the Exhibitor will be relieved of its obligation and released from liability when BolognaFiere has received such notice; Organizer 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 22 "Postponement, reduction or cancellation of the Exhibition" will not be applied. Exhibitor and any third parties are governed solely by Italian law art.22

**ART. 24 - GENERAL PROVISIONS - CHOICE OF DOMICILE - APPLICABLE LEGISLATION – 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 observe, and to have its employees and personnel observe, the rules and regulations issued 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. Therefore, 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. 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.