

# FIMAST 2021

## GENERAL RULES & REGULATIONS OF PARTICIPATION

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### Art. 1. - ORGANIZERS - LOCATION AND DATE

Italian Exhibition Group S.p.A., Via Emilia 155, 47921 Rimini. Share Capital: € 52.214.097 (fully paid up), VAT Code 00139440408, Rimini Companies Register no. 00139440408, hereinafter also called "Organizer", organises in Rimini Expo Centre "FIMAST", hereinafter "the Exhibition", scheduled from 22<sup>nd</sup> to 26<sup>th</sup> January 2022.

### Art. 2 - PARTICIPATION PROCEDURE

#### 2.1 APPLICATION FOR PARTICIPATION - rules for the contracting parties

Companies that intend participating in the expo can apply by sending the following documentation (in pdf format) via e-mail to [expo@iegexpo.it](mailto:expo@iegexpo.it):

2.1.1 an application form, correctly completed and appropriately undersigned in every part, with company stamp and signature of the legal representative, as well as these expo Rules and Regulations.

The Organizer reserves the right to relegate incomplete forms to a waiting list.

Applications will be examined for as long as exhibit space is available.

The Organizer reserves the right to not accept further special requests entered by the contracting party in the "Notes" section.

The Organizer reserves the right to reject applications if there are outstanding administrative issues.

With the indication of a different billing name on the invoices/fiscal documents, the contracting party/ declares to Italian Exhibition Group Spa that he/she will assess the proposal of participation that will be sent to him/her, in the interest of the person in whose name the invoice/fiscal document is issued, and by whom he/she has been commissioned.

In the event of any dispute on behalf of the person in whose name the invoice is issued, the contracting party/participant undertakes to settle any outstanding matters with Italian Exhibition Group SpA directly and personally.

#### 2.2 PARTICIPATION PROPOSAL

##### 2.2.1 RULES FOR PARTICIPANTS

Applicants will be informed they have been accepted to participate and notified of the allocated exhibition space via the document titled "proposta di partecipazione" or "participation proposal."

The participation proposal once filled in, signed and returned to [expo@iegexpo.it](mailto:expo@iegexpo.it) by the date indicated therein constitutes an official participation contract.

It must be noted that, when sending the proposal for participation, it is necessary to also arrange payment of the deposit.

With the indication of a different billing name on the invoices/fiscal documents, the participant declares to Italian Exhibition Group Spa that he/she will participate in the expo, in the interest of the person in whose name the invoice/fiscal document is issued, and by whom he/she has been commissioned.

In the event of any dispute on behalf of the person in whose name the invoice is issued, the contracting party/participant undertakes to settle any outstanding matters with Italian Exhibition Group SpA directly and personally

##### 2.2.2 RULES FOR CONTRACTING PARTIES RECEIVING SPACE IN LIEU OF PAYMENT (CONTRA DEALS):

Contracting parties have to:

- send via e-mail to [expo@iegexpo.it](mailto:expo@iegexpo.it) the appropriate form received from the Organizer, correctly completed and undersigned throughout, with the company stamp and the signature of the Legal Representative, as well as these Rules and Regulations;

- invoice for receipt of space in lieu of payment (contra-deals), pursuant to the agreements with the Exhibition Manager, made out to Italian Exhibition Group S.p.A., registered offices Via Emilia 155, 47921

The Organizer reserves the right to reject applications if there are outstanding administration issues.

##### 2.2.3 FULL DIGITAL PARTICIPATION

Participation in the event in a completely digital form, pursuant to article 5 of chap. 2 letter C, will be contracted through a separate participation proposal.

### ART.3 - EXCLUSION FROM THE EXHIBITION OR NON-PROVISION OF SERVICES

#### 3.1 REQUISITES OF APPLICATION REQUESTS

The Organizer reserves the right to not accept the application request, in the following cases:

3.1.1 the presentation of an application form that is not correctly completed and appropriately undersigned in every part, with the company stamp and signature of the legal representative.

3.1.2 the contracting party's rejection of the pre-arranged exhibiting rates and formats as indicated in Chapter II Art. 2

3.1.3 the Organizer also reserves the right to not accept the application request for particularly important exhibition organization reasons, including the case of applications presenting product categories not relevant to those covered by the event.

3.1.4 in the event of non-compliance or ineffective fulfilment, even if partial, of the behaviour obligations and duties expressed in the code of ethics as per Chapter II Art. 8.

In the above-mentioned cases 3.1.1, 2, 3, 4, the company will be refunded any deposit paid.

#### 3.2 ORGANIZER'S WITHDRAWAL

The contracting parties agree that the Organizer reserves the right to withdraw the signed proposal of participation if:

3.2.1 it has not been sent to the organizer within the deadline foreseen by the application for participation;

3.2.2 the company has not paid the necessary deposit within the deadline foreseen by the application for participation or when sending the undersigned proposal;

3.2.3 there are important organization reasons.

In cases as per points 3.2.1 and 3.2.3, the company will be refunded any deposit made for application, without any other sum being due for withdrawal and the Organizer will have the faculty to use the previously allocated area and assign it to other interested parties.

### 3.3 ANNULMENT OF THE PROPOSAL OF PARTICIPATION

The contracting parties agree that the Organizer will have the right to annul the undersigned proposal of participation, with a written communication to the Participant, in the event of failure to comply or ineffective fulfilment (even if partial) on behalf of the Participant of the behaviour obligations and duties expressed in the aforementioned code of ethics, as per Chap. III Art. 8. For the participant, such non-compliance will result in the contract being terminated ipso iure, as it constitutes a serious breach of contract, as per art. 1456 of Italian Civil Law.

#### 3.4 PAYMENT OF BALANCE

In the event of failure to pay the balance within the deadline indicated in Chap. II Art.3, the Organizer reserves the right to:

3.4.1 forbid the Participant or any stand fitters commissioned by the Participant to set up and fit out the stand. In the case of fitted areas (shell schemes) provided by the Organizer and/or other companies of the IEG group, to not personalize the stand with the participant's distinctive symbols/brands/logos.

3.4.2 Not provide the requested technical services.

#### 3.5 OUTSTANDING ADMINISTRATIVE MATTERS

It is specified that, in the case of outstanding administrative matters, even those also due to previous dealings with the Italian Exhibition Group, or in the case in which it is seen that the company is in a clear state of insolvency, the Organizer reserves the following rights:

3.5.1 non-acceptance of the application form,

3.5.2 later non-acceptance of the undersigned participation proposal,

3.5.3 non-acceptance of application by participants with contra-deal arrangements,

3.5.4 forbidding the Participant or any stand fitters commissioned by the Participant to set up and fit out the stand.

In the cases of art. 3.4 and art. 3.5, no compensation will be due to the company for any reason and the Organizer will have the right to retain any sum already paid for participation in the expo as partial or complete compensation for the previous outstanding debts.

#### 3.6 COMMUNICATION

In all the aforementioned cases, the Organizer will take steps to give adequate written communication.

### Art. 4 - EXHIBITING SPACE

#### 4.1 EXHIBITION LAYOUT

Exhibition layout is at the final discretion of the Organizer, including space that may be arranged in other areas of the exhibition centre.

For expo layout requirements, the Organizer has the right, according to its undisputable judgement, to modify/reduce the standard width of passageways in some halls and some areas in the halls without compromising their safety and visitor circulation and without Participants being able to raise any objection regarding the matter.

#### 4.2 STAND ALLOCATION

Exhibition space allocation is decided by the Organizer, taking into consideration the overall interests of the Exhibition, the order in which application are received, the area requested and, wherever possible, preferences expressed by the contracting party.

It should also be noted that the floorplan attached to the participation proposal is to be considered provisional, since the neighbouring areas and stands are subject to change.

#### 4.3 MODIFICATION, REDUCTION, REPLACEMENT OF SPACE

Even in the case of proposal acceptance by the participant, the Organizer nevertheless reserves the right to move, vary or modify the area allocated, in the interest of the show and its assured success.

The number of open stand sides may be modified if required by the Exhibition layout.

The Organizer reserves the right, to be exercised at its sole discretion at any time and therefore even during the exhibition, if its layout is modified, or for other reasons, to change or to reduce any space already allocated or replace it with another, even in a different area.

In the event of any of these cases occurring, participants will only have the right to the possible refund of a sum corresponding to the difference between what has already been paid as a participation fee and the effective cost of the area allocated to them.

### Art. 5 - TRANSFER - ANNULMENT - REDUCTION - WITHDRAWAL - NO PARTICIPATION

#### 5.1 TRANSFER

Stands or parts thereof may not be sublet or allocated, even free of charge, without prior authorisation from the Organizer.

#### 5.2 ANNULMENT

Any Contracting party who, after having submitted an application for participation, intends withdrawing it must inform the Organizer rapidly, in writing. In this case, any deposit paid will be reimbursed.

#### 5.3 REDUCTION

Participants who request a reduction in the space allocated in the participation proposal must promptly inform the Organizer in writing, stating the reasons for these changes.

In this case, the Organizer reserves the right to not accept the request or to accept it and:

5.3.1 reduce the area, maintaining the allocated position and considering the excess space free to be rented.

5.3.2 allocate a new space compatible with the expo layout, considering the space previously involved in the contract free to be rented

In the above cases, the sum to be paid will be recalculated according to the new area and position allocated.

#### 5.4 WITHDRAWAL

Participants who, after having undersigned the proposal for participation, want to cancel participation in the exhibition, must promptly inform the Organizer, always in writing, stating the reasons for these changes.

Cancellation of participation entails the payment of specific penalties (without prejudice to further damages) as follows:

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## CHAPTER I - RULES OF PARTICIPATION

cod. ref: RGE\_FIM21

5.4.1 If the written cancellation reaches the Organizer **no later than 30<sup>th</sup> April 2021**, the penalty will be equal to an amount corresponding to the registration fee (€ 200,00 +VAT for Fimast Starter Kit and € 500,00+VAT for Fimast Connect).

5.4.2 If the written cancellation reaches the Organizer **after 1<sup>st</sup> May 2021 and no later than 25<sup>th</sup> June 2021**, the penalty will be equal to an amount corresponding to the deposit as established in the signed exhibiting proposal.

The amount of the penalties established above at points 5.4.1 and 5.4.2 will be retained from the deposit paid, specifying that in the event of that being insufficient or not paid at all, the difference or the entire amount due must be paid within 30 days of the date of written cancellation of participation.

Any sum remaining from deposits paid will be reimbursed by the Organizer.

5.4.3 Moreover, if the cancellation reaches the Organizer **on or after 26<sup>th</sup> June 2021**, the penalty will be equal to an amount corresponding to the entire balance due as established in the signed exhibiting proposal.

5.4.4 In the event of participation proposals being signed for acceptance starting from the date of **26<sup>th</sup> June 2021**, any eventual cancellation will involve a penalty equal to the entire amount due as established in the signed proposal.

The above mentioned sums at points 5.4.3 and 5.4.4 due as penalties must be paid at the time of receiving the relative invoice.

The possibility of withdrawal will not be applied in the case of acceptance of the full digital participation proposal.

### 5.5 NO PARTICIPATION

Participants who have not occupied their area or begun set-up within 12 noon on the day before the inauguration will be considered defaulting to all effects and, without prejudice to greater damages, will be obliged to pay as a penalty the sum equal to the entire participation fee; in this eventuality, the Organizer will also have the faculty to use the aforementioned area, assigning it to other interested parties.

### 5.6 CONTRA DEALS WITHDRAWAL

In the event of cancellation, participants receiving space in lieu of payment will be subject to the conditions agreed to in the relative contract.

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## CHAPTER II - RULES OF PARTICIPATION

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### ART. 1 CATEGORIES OF EXHIBITORS ALLOWED TO PARTICIPATE

Participants must be:

- 1.1 companies exhibiting products and services they manufacture/produce themselves or their agents; exclusive Italian agents, retailers for foreign companies.
- 1.2 trade associations, financial organisations and bodies whose institutional role is the promotion, research and increasing awareness for this specific sector and its services.
- 1.3 With regard to points 1.1 and 1.2, it is specified that:
  - 1.3.1 Participants are obliged to exhibit and market only and exclusively new products, machinery and equipment, i.e. not previously used for commercial purposes by other owners/managers/venues.
  - 1.3.2 Every product, machine and service shown during exhibition - property of exhibiting companies or those represented or hosted by them - must conform to the FIMAST trade sector list.
    - Yarns
    - Machinery and technology
    - Services (preparatory – finishings)
    - Accessories
    - Hosiery and socks manufacturing
    - Footwear manufacturing
    - Other services
  - 1.3.3 representatives are obliged to indicate in the catalogue entry the list of companies they represent and whose products they intend exhibiting. The Organizer reserves the right at any time to request the registered agency agreement or documentation proving this type of relationship;
  - 1.3.4 companies can request to host other companies on their stands by stating this compulsorily using the co-Participant application form. The Organizer reserves the right to authorize this or not.

In the event of the Organizer's staff ascertaining any infringement of the obligation in points 1.3.1, 1.3.2, 1.3.3 and 1.3.4, the Organizer reserves the right to start proceedings to seek compensation for the damages.

Any and all responsibility consequent to this, in relation to companies that are guests and/or part of groups, is to be intended as totally borne by the host company and/or the body organizing the group

### Art. 2 – RATES

Exhibition areas are all easy to see and access.

Pre-fitted stand is compulsory (min. 16 sq.m.)

The participation fee for indoor areas in the Expo Centre Hall for the entire exhibition is as follows:

Turnkey stand – Fimast Starter Kit

€ 175,00/mq

Turnkey stand – Fimast Connect

€ 175,00/mq

The name published on the official catalogue will be printed on the fascia board.

Aisle space occupied (subject to authorisation by the Operations Department) by carpeting or overhead linking structures will be invoiced at 25% or 50% of the official rate, at the discretion of the Organizer. The percentage will depend on the stand design.

Participants must pay a registration fee of € 200,00 for Fimast Starter Kit Package (which includes: insurance as specified in Chap. III Art. 1, Participants badges according to the space purchased, inclusion in catalogue, one car park permit, electrical connection and energy supply up to a maximum of 1000 W each 16 sqm, electronic invitation tickets) and a registration fee of € 500,00 for Fimast Connect Package (which includes: insurance as specified in Chap. III Art. 1, Participants badges according to the space purchased, inclusion in catalogue, one car park permit, electrical connection and energy supply up to a maximum of 1000 W each 16 sqm, electronic invitation tickets).

Participants who, subject to the Organizer's authorization, host other companies on their stands are required to pay the sum of € 1,000.00, including the Fimast Starter Kit registration fee, for each company hosted and the sum of € 1,300.00, including the Fimast Connect registration fee, for each company hosted.

Moreover, a hospitality fee and a registration fee will be charged to Participants who host companies not declared in the co-Participants application form on their stand without authorisation from the Organizer.

Other exhibiting formats and services with relative costs are indicated in the application form at page "Exhibiting Rates Form".

Aforesaid costs do not include VAT.

### Art. 3 - TERMS AND METHOD OF PAYMENT

#### 3.1 PAYMENT OF EXHIBIT AREA

Payment of the deposit and the remainder of the sum indicated on the countersigned proposal of participation must be made via:

bank transfer, made out to: Italian Exhibition Group S.p.A.,

Bank: CREDIT AGRICOLE

Code IBAN: IT 44 H 06230 24293 000030122152

Code BIC /SWIFT: CRPPIT2P773

indicating the reason for payment as "ANTICIPO/SALDO (deposit/ balance) FIMAST 2021" along with the Participant's trading name and any CODICE ANAGRAFICO COMMERCIALE ESPOSITORE (exhibitor's commercial code) appearing in the participation proposal sent by Italian Exhibition Group S.p.A.

When this deposit is received, an invoice will be issued for the amount paid.

The balance must be settled, also by bank transfer, no later than **27<sup>th</sup> SEPTEMBER 2021**.

Failure to pay the balance results in the provisions foreseen in Chapter I Art. 3.4.

#### 3.2 PAYMENT OF TECHNICAL SERVICES

ITALIAN EXHIBITION GROUP SpA  
www.iegexpo.it

Via Emilia 155  
47921 - Rimini (Italy)

P. +39 0541 744111  
F. +39 0541 744200  
info@iegexpo.it

Cap. Soc. € 52.214.897 i.v.  
Registro Imprese Rimini e  
C.F./P.I. 00139440408

Any technical services included in the participation proposal must be paid in the same way as the stand at point 3.1 (deposit followed by balance settlement).

Outstanding amounts for additional services, including any advertising previously agreed with the Organizer, requested after confirmation of participation, and any other expenses that may have been anticipated by the Organizer on behalf of Participants, must be settled: by online payment with credit card in the section "administrative services" in the Restricted Area, by bank transfer (for bank account see at point 3.1) or at the cash desk in the Exhibition Centre during exhibition hours. It must be noted that the staff entrusted by Italian Exhibition Group Spa with the consignment of invoices relative to services to stands is in no way authorized to request or receive cash payment from Participants.

In case of any outstanding sums for services requested by participants represented and/or hosted on other Participants' stands, the Organizer holds the Participant renting the stand responsible for settling them. The relevant payments are to be made in the same way and within the same deadline as specified above.

### Art. 4 - OFFICIAL CATALOGUE AND POCKET GUIDE MAP

Without therewith assuming any sort of commitment or responsibility, the Organizer arranges the distribution/publication of the Official Expo Catalogue.

There can be various formats (digital, app, printed): methods and formats will be appropriately communicated to participants in the months prior to the expo. The completion of the Catalogue section, on behalf of participants, can be carried out in the "Catalogue" sub directory in the Exhibitors Restricted Area.

The section can be accessed by participants after signing the proposal of participation; data for inclusion in the catalogue can be updated **until 15<sup>th</sup> September 2021**.

Some sections may be subject to payment: in this case, the rates will be clearly indicated in the section's heading.

The information provided in the catalogue section form will also be used to indicate Participants on the exhibition's guide map.

In the event of Participants not accessing the Catalogue section, or not updating the data in said section within the aforementioned deadline, the Organizer will publish in the printed version of the Catalogue the information already in its possession, including the names of possible represented enterprises indicated by the Participant on forms sent in previous years, and will automatically charge the Participant the sum of € 100 each and the cost of the sections subject to payment in which their information was registered.

In this case, the Participant accepts all costs and responsibility, also in the event of any difference between the data published in the online Catalogue and those published in the printed Catalogue, as well as for any damages, also regarding any enterprises no longer represented in the current exhibition, completely exonerating Italian Exhibition Group SpA from any responsibility.

Participants accept responsibility for the information entered in the Catalogue section, exonerating Italian Exhibition Group S.p.A. from any liability for false declarations or declarations damaging others' image, reputation and/or rights of a personal nature, or regarding privacy.

Participants also state to exonerate Italian Exhibition Group Spa from any and all responsibility caused by any errors or omissions in the printed Official Catalogue.

Any other technical or promotional indications may be included by Participants on request and will be invoiced.

The exhibition catalogue is the organizer's only official publication.

Any other promotional publication other than the Organizer's official publications, is the initiative of unauthorised private individuals.

### Art. 5 - CANCELLATION - SUSPENSION OF THE EXHIBITION

A - If the Exhibition, for any reason even independent of force majeure, cannot take place, the application for membership will lose all effect and the counter-signed participation proposal will be automatically resolved; in this case, the Organizer will refund the Participant any amounts already paid, without prejudice to the provisions of letter C.

B - If, on the other hand, the Exhibition is suspended after the opening date:

5.1 if the suspension occurs due to force majeure, no refund is due to the Participant;

5.2 in any other case, the Organizer will reimburse the Participant an amount commensurate with the lack of use.

In none of the above cases Italian Exhibition Group S.p.A. is required to pay compensation, penalties or compensation of any kind to the Participant.

C - If due to force majeure the event could not take place, totally or partially in presence, IEG will make every effort to propose alternative solutions to physical participation, including the methods of carrying out the event through the VIRTUAL platform (referred to in Chapter IV).

In the case of a full digital event, the participant will be free to join or not as indicated in chapter 1 art. 2.2.3, subject to written notification by the organizer of the format change and the opportunities inherent in the full digital event.

### Art. 6 - ENTRY PASSES

The Organizer provides each Participant with free entry passes (otherwise known as exhibitor badges) in a number proportional to the square meters occupied. These badges will be available in the Reserved Area only after the Participant has paid the amount due for participation.

The Participant is responsible for all the material received, therefore, in the event of its loss, the Organizer is not required to replace the material, except by charging the invoice for the new material requested by the Participant.

The entry passes are strictly personal and cannot be transferred even temporarily.

### Art. 7 - PARKING

The Exhibition Centre has various parking areas, some of which are reserved for Participants. Access to and parking in these areas are possible after purchasing parking permits (limited availability) in the Restricted Area's e-commerce section.

Parking permits are valid for the entire period of the exhibition.

One parking permit is provided free of charge, included in the participation fee.

Permits are only valid for CARS.

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### Art. 8 – EXHIBITION HOURS

The Organizer has the right to modify the exhibition's duration, opening and closing date, and daily opening hours.

This right does not oblige Italian Exhibition Group S.p.A. to offer participants total refunds or compensation of any kind.

Participants and their staff may enter the Exhibition an hour before opening time and must leave the venue at closing time. The Organizer may authorise extensions of these times on request.

### Art. 9 - VISITORS

The exhibition is open to trade members, who may visit the exhibition free of charge if they arrive with an invitation from a Participant. In order to access the exhibition, all trade members must demonstrate that they work in the sector by showing a business card or other form of proof of status.

Participating companies are forbidden to supply invitations to visitors who are not trade members or to schoolchildren.

In addition to the indications of the Consolidated Act of Public Safety Laws (TULPS), for further security, access to the expo centre is forbidden to any person in possession of offensive weapons (art. 30 TULPS), as well as any person in possession of toy weapons, stunning devices, blunt instruments, work tools, explosive and incendiary substances/devices and toxic chemical substances. Exceptions may be granted at the sole discretion of the Organizer.

The admittance of juveniles under the age of 18 is prohibited, if not accompanied by an adult

For further information on tickets, visitor access procedure, invitations for classes of students/schoolchildren and suchlike, please consult the visitor rules and regulations, on the website [www.fimast.eu](http://www.fimast.eu).

### Art. 10 - ADVERTISING

Advertising media are managed by The Organizer, who has the faculty of realizing at its discretion any advertising solution it considers opportune in the entire expo centre area.

While Participants enjoy complete freedom of advertising on their stands, they may not use any form of publicity that causes disturbance or involves direct comparison with other Participants, or which has a negative effect in any way on the exhibition's spirit of trade hospitality.

More specifically, Participants are forbidden to:

- 10.1 carry out any form of advertising/ flyers/ leafletting in indoor and outdoor areas of the Exhibition Centre, except on their stands;
- 10.2 display billboards and/or samples, even if merely indicative, on behalf of companies not listed in the application form and not represented;
- 10.3 perform entertainment or shows of any kind with the aim of presenting products, even only on their own stand, without prior authorization by the Organizer.
- 10.4 Moreover, no company (whether a Participant, guest, or represented at the exhibition) may publish any logos or trademarks on official Organizer's promotional material except those agreed on in advance with the Organizer.

Without prejudice to the above clauses, all forms of publicity and/or advertising are allowed outside allocated exhibition areas only if previously authorised by the Organizer, and are subject to payment of the fees indicated in the advertising price lists.

Participants are totally and solely responsible for:

- 10.5 any civil, administrative or criminal liability deriving from advertising content;
- 10.6 any civil, administrative or criminal liability deriving from advertising action;

- 10.7 any and all liability with respect to participants and/or third parties in general for its advertising content or infringement of any laws, including those regarding competition.

Failure to comply with the aforementioned restrictions will result in the Participant being subject to a fine of €2,000 (two thousand) for each infringement of the aforementioned regulations ascertained by the Organizer.

The Organizer also reserves the right to lodge further claims for compensation of greater damage sustained.

### Art. 11 - RETAILING

Spot sales and provision of paid services are strictly prohibited. The Participant accepts any and all responsibility for infringements of this prohibition, releasing Italian Exhibition Group S.p.A. from any consequent liability and/or obligation. Disputes with other operators arising from this infringement, must be settled directly by the Participants involved, releasing Italian Exhibition Group S.p.A. from any relevant responsibility and/or obligation in this regard.

It is also understood that any disputes that may arise between Participants (due to unfair competition, sale of similar products, etc.) must be settled directly by the Participants, and Italian Exhibition Group S.p.A. will be completely exonerated from responsibility in the matter.

### Art. 12 - CONFERENCES, CONTESTS, BUSINESS MEETINGS

#### 12.1 EXHIBITIONS

Conferences, contests, business meetings and exhibitions of various types may be held during the Exhibition.

#### 11.2 BUSINESS MEETINGS

Italian Exhibition Group S.p.A. shall not be held in any way responsible in the event that one or more of the scheduled business meetings cannot be held, or in the event that dealings between buyer and Participant do not lead to the desired results; any and all relations between the latter shall be managed exclusively by the two parties involved, exonerating Italian Exhibition Group S.p.A. from all and any responsibility.

### Art. 13 - ALCOHOLIC BEVERAGES, BEVERAGES, FOOD, DIETARY PRODUCTS AND SUPPLEMENTS DISTRIBUTION

Only small amounts of alcoholic beverages, food, dietary products & supplements may be served to visitors and only for tasting purposes, so must be moderate and suitable for eating or drinking on-site.

Above-mentioned products must compulsorily be compliant with Italian and European regulations, particularly regarding safety, personal health and the sale of said products.

Italian Exhibition Group S.p.A. assumes no responsibility whatsoever in the event that, following checks carried out by the appropriate authorities, infringements are ascertained of the aforementioned regulations; any and every charge, consequence and sanction will be totally borne by the exhibitor in question, who will also be bound to respect all the contractual obligations regarding its participation in the expo.

Participants therefore also personally assume any and every onus and liability in relation to third parties in general in the event of false statements, as well as any damages due to the tasting/offer of products that do not meet legal requirements, totally exonerating Italian Exhibition Group S.p.A. regarding this matter.

Glasses, bottles or other glass objects may not be removed from stands: these items must be placed in areas accessible only to Participants' staff.

Participants and their staff are bound to comply and ensure compliance with the aforesaid safety requirements, bearing all liability for failure to do so.

# GENERAL RULES & REGULATIONS OF PARTICIPATION IN FIMAST 2021

## CHAPTER III - TERMS AND CONDITIONS OF PARTICIPATION

cod. ref: RGE\_FIM2021

### Art. 1 - DAMAGES - INSURANCE

Italian Exhibition Group S.p.A. is not liable for damage to persons and property, regardless of how or by whom this might be caused.

After confirmation of participation in the exhibition, Italian Exhibition Group S.p.A. automatically insures individual exhibiting companies that have paid the registration fee as follows:

#### 1.1 PARTICIPANT'S "COMPANY MULTIRISK" COVERAGE:

What is insured: goods, equipment, furniture, including the stand value for a total of € 26,000. In the event that the total value of the goods exceeds the amount of the Base Coverage referred to above, it is advisable to adhere to the optional supplementary coverage, which can be purchased by completing the form M downloadable in the area reserved for the exhibitor on the exhibition site, and which will allow to also activate other additional guarantees. In the absence of supplementary adhesion, the coverage of the damage will take place in proportion to the value ascertained in the appraisal by the Insurance Company.

Duration of coverage: period for which the insured items are on the Expo Centre premises, including installation and dismantling.

Risks insured: SUMMARY OF COVERAGE (\*)

Fire due to any cause – Lightning – explosion and outbreak produced by not explosive devices - Spontaneous combustion – Road vehicle impact – Theft – Robbery – Atmospheric phenomena - Rainwater or water pipe leakage – Collapse – Breakages (excluding fragile objects) – Falling aeroplane, aeroplane parts or air freight.

Damage caused to insured items by actions carried out by order of public authorities with the aim of preventing or limiting damage is considered the equivalent of the aforesaid exhibitions.

Expressly excluded from this insurance coverage: pilferage and pickpocketing – any damage to precious stones and metals, money and jewels.

Franchise: a general franchise of € 250.00 to be borne by the claimant will be applied to each loss.

In the case of goods exhibited outdoors, the franchise is increased to € 515.00 for each loss.

#### 1.2 REPORTING INCIDENTS

The insured parties (individual Participants) must:

1.2.1 inform the insurance company (ZURICH INSURANCE PLC - BERNARDI ASSICURAZIONI SRL address: Via Flaminia, 80 - 47923 RIMINI (ITALY) phone +39 0541 393477 - Fax +39 0541 393478 email: [alessandra@bernardisrl.it](mailto:alessandra@bernardisrl.it).) and Italian Exhibition Group Spa within 48 hours of the loss;

1.2.2 in the event of theft, immediately report the event also to the public authorities (to be attached to the claim form).

#### 1.3 PARTICIPANT'S "THIRD PARTY CIVIL LIABILITY" COVERAGE

What is insured: civil liability of Participants and Participants' staff during the period of the exhibition, including stand installation (excluding loading and unloading of goods/materials) and dismantling operations, and any demonstrations or trials; with the exclusion of liability on behalf of the insured party in its role as manufacturer/producer.

Other Participants are considered third parties.

The policy does not cover damage to Participants' property and property held for any reason.

Maximum insurable values: € 2,500,000.00 for each loss, with a limit of € 2,500,000.00 for each person suffering bodily injury and € 2,500,000.00 for damage to property.

NB:

(\*) In the event of controversy, the ONLY DOCUMENTS ACCEPTED are the PARTICIPANT'S "COMPANY MULTIRISK" COVERAGE and PARTICIPANT'S "THIRD PARTY CIVIL LIABILITY" COVERAGE, deposited with Italian Exhibition Group S.p.A. The cost for the above insurance coverage is included in the registration fee (see General Rules & Regulation, Rates Article Chapter II Art 2).

Participants can, however, make direct arrangements for the insurance coverage they think most appropriate, independently of the aforementioned arrangements.

In fact, Participants duly exonerate Italian Exhibition Group S.p.A. from all liability deriving from the presence of goods, equipment, furnishings, stands, etc. on the premises where the event takes place.

### ART. 2 – INDUSTRIAL, DIGITAL AND INTELLECTUAL PROPERTY RIGHTS

Participants accept all liability for holding rights on brands, logos, patents, industrial inventions and models, and copyrights applicable to products and/or machinery on display. Participants therefore exonerate Italian Exhibition Group S.p.A. from all claims in the event of any such infringement or in the case of breach of competition regulations with regard to other Participants and third parties in general. Any disputes that may arise among Participants or between Participants and third parties must therefore be settled directly by said parties, exonerating Italian Exhibition Group S.p.A. from any liability and/or obligation.

### Art. 3 - EXHIBITION NAME OWNERSHIP

As well as its trademarks, Italian Exhibition Group S.p.A. claims as its exclusive property the name "SIGEP - 43° Salone Internazionale Gelateria, Pasticceria, Panificazione Artigianali e Caffè" (SIGEP - 43<sup>rd</sup> International Trade Show on Artisan Gelato, Pastry, Bakery and the Coffee World) and all its variations, abbreviations, simplifications and acronyms, and they may not be used without prior written authorisation by Italian Exhibition Group S.p.A..

### Art. 4 - CLAIMS

Communications and/or complaints of any kind will only be taken into consideration if made in writing.

### Art. 5 - GENERAL RULES AND REGULATIONS, SUPPLEMENTS AND MODIFICATIONS

The Organizer reserves the right to modify and/or integrate the Exhibition's General Rules & Regulations at any time with provisions intended to improve the exhibition. These provisions, in particular those specified in the online Technical Documents of the restricted area, are binding for all concerned, as they are an integral part of these General Rules & Regulations.

In the event of Participants' failure to comply with the General Rules & Regulations, Organizer reserves the right to take appropriate legal action to claim compensation for the damages.

### Art. 6 - PHOTOGRAPHIC AND VIDEO REPRODUCTION

Italian Exhibition Group reserves the exclusive rights to any reproduction via photographs, videos, designs or other media of both the expo centre and individual stands. Only photographers/video makers authorized by Italian Exhibition Group can operate in the expo centre halls.

The aforementioned photographers/video makers will gather and process photographic and video images and/or interviews regarding exhibited products, machinery and material and/or written material of which participants are the owners, producers/manufacturers and/or licensees, exclusively for informative purposes or corporate, advertising and promotional communication, in particular, purely as an example that is in no way exhaustive, by diffusion in daily papers, periodicals, television, posters, informative and/or illustrative brochures, newsletters, Web sites – such as, for example, the [www.iegexpo.it](http://www.iegexpo.it) Web site and connected sites - social network profiles (Facebook, Twitter, Whatsapp, YouTube, Vimeo, and suchlike) in e-books (digital publishing), printed publications (exhibition catalogues, Trendbooks, etc...) in general (the list is given purely as an example and must not be intended as complete).

By signing these Rules and Regulations, participants express specific consent to the aforementioned shooting/recordings and their use as indicated above, without claiming any economic compensation. In the event of participants not intending to authorize the aforementioned photo/video coverage, they must communicate this to the photographer/video maker before it is carried out.

### Art. 7 - ACCEPTANCE OF GENERAL RULES AND CONDITIONS- OFFICIAL LANGUAGE, APPLICABLE LAW AND COMPETENT COURT

On submission of the application form and following signing of the "participation proposal", applicants:

7.1 unconditionally accept the provisions of these Rules and Regulations and Technical Rules and Regulations;

7.2 undertake to respect and make their standfitters/suppliers respect the Technical Rules and Regulations, always viewable on the exhibition website and integral part of the application form and consequent signed participation proposal

7.3 acknowledge Italian as the official language in any document and communication (included commercial ones) and the applicability of Italian Law;

7.4 acknowledge the exclusive competence of Rimini Court for any controversy.

Unless expressly specified, the articles of these rules and regulations are applicable to both Participants renting exhibit space and those taking part with contra-deals.

### ART. 8 - LEGISLATIVE DECREE 231/2001, CODE OF ETHICS AND TERMINATION

Italian Exhibition Group has approved and adopted the Organization, Management and Control System as per Legislative Decree. 8 June 2001, N°. 231 (hereafter indicated as "System") and its Code of Ethics, which indicates the ethics principles it applies when carrying out its business. These documents are accessible in electronic format on the [www.iegexpo.it](http://www.iegexpo.it) Web site.

Participants declare that they know the regulations in Legislative Decree 231/2001, share the values indicated in Italian Exhibition Group's Code of Ethics and the principles of the aforementioned regulations and intend abstaining from any and all behaviour contrary to them in the execution of this contract.

Any infringement of these principles is considered as a breach of contract and, as such, authorizes Italian Exhibition Group to terminate the existing relations, as per and according to Article 1456 of Italian Civil Law.

# GENERAL RULES & REGULATIONS OF PARTICIPATION FIMAST 2021

## CHAPTER IV - RULES OF PARTICIPATION - REGISTRATION AND PARTICIPATION IN THE PHYSICAL AND VIRTUAL EVENT

cod. ref: RGE\_FIM21

### GENERAL DEFINITIONS OF ACCESS TO VIRTUAL PARTICIPATION

To allow a complete understanding and acceptance of these terms and conditions, the following terms, in the singular and plural, will have the meaning indicated below:

- Owner of the platform: Italian Exhibition Group SpA
- **Web platform:** website [www.fimast.eu](http://www.fimast.eu)
- **Products:** The goods and/or services provided through the web Platform by an Exhibitor.
- **User:** any subject accessing or utilizing the web platform.
- **Participant:** the natural or legal person, other than Italian Exhibition Group SpA, who offers the Products through physical presence at the event and / or the Web Platform, acting in the exercise of their commercial, craft or professional entrepreneurial activity.
- **Web Platform:** any textual or media element present, like advertising, reviews, texts, logos, videos, images, instant messaging etc.
- **Full digital and hybrid event:** the full digital event takes place on an entirely virtual platform. The hybrid event provides for physical and virtual participation.
- **Conditions:** The present contract disciplines the relationship between Italian Exhibition Group SpA and the exhibitors that will participate to the Web Platform.

### Art 1 - RULES FOR REGISTRATION OF PARTICIPANTS TO THE WEB PLATFORM

The Web Platform, reachable from webpage <https://www.fimast.eu/it/fimast-connect>, offered by Italian Exhibition Group SpA allows Participants to get in touch with interested visitors.

Italian Exhibition Group SpA is not part of the relationship that will be established between Visitors and Participants and does not assume any responsibility deriving from the relationships established between them.

Applications will be accepted until exhaustion of the available exhibition spaces. Italian Exhibition Group SpA reserves the right to include incomplete or non-original applications for membership on the waiting list. For the payments of the participation fees, reference is made to Article 3 CHAPTER II.

### Art. 2 – SAFETY REGULATIONS

All documents, files, videos, images, etc. entered by the exhibitor, or whoever on his behalf, must be previously checked free of "computer viruses". For this purpose, the Participant, by signing this regulation, assumes responsibility that the multimedia material uploaded on the platform will be free of "computer viruses". The Participant assumes any compensation costs if this condition is not true. The sum relating to the compensation will be quantified on the basis of any damage found.

Failure to comply with the safety measures outlined above will entitle Italian Exhibition Group SpA to:

- prohibit the defaulting participant, or whoever on his behalf, from operating on the Web Platform of the fair in question;
- exclude the Participant from participating in the event.

### Art. 3 - PLATFORM CLOSURE AND MULTIMEDIA MATERIALS TREATMENT.

The closing of the platform is expected on Friday 1<sup>st</sup> April 2021.

All content uploaded by the exhibitor to it will be processed by Italian Exhibition Group SpA as indicated in art. 8 of this regulation.

**Art. 3.1** Italian Exhibition Group SpA has the right to change the duration, the opening and closing date and the daily timetable of the Platform. This faculty does not entail, for Italian Exhibition Group SpA, any payment to the participant of total reimbursements or indemnities of any kind.

### Art. 4- GUARANTEES, LIABILITY, FORCE MAJEURE, THIRD PARTY WEBSITES Disclaimer of Warranties.

Italian Exhibition Group SpA will make every effort to ensure that the Web Platform

and the display of its contents, during the days of the virtual exhibition, are available 24 hours a day without interruption; but it cannot in any way be held responsible if, for any reason, the Web Platform is not accessible and / or operational at any time or for any period.

Access to the Web Platform may be suspended temporarily and without notice in the event of system failure, maintenance, repairs or for reasons completely unrelated to the will of Italian Exhibition Group SpA or for events of force majeure.

Italian Exhibition Group SpA assumes no responsibility for any fraudulent or illegal use that may be made by third parties, of the contents inserted, including by the Exhibitor, within the Web Platform.

Italian Italian Exhibition Group SpA will not be responsible for:

- any loss of commercial opportunity and any other loss, even indirect, possibly suffered by the Exhibitor that are not a direct consequence of the breach of the contract by Italian Exhibition Group SpA
- incorrect or unsuitable use of the Web Platform by the participant

### Art. 5- LINK TO THIRD PARTY WEBSITES

The Web Platform may contain links to third party websites / applications. Italian Exhibition Group SpA does not exercise any control over them and, therefore, is in no way responsible for the contents of these websites / applications. Some of these links may refer to third party websites / applications that provide services through the Web Platform. In these cases, the general conditions for use of the site / Web Platform and for the use of the service provided by third parties will apply to the individual services. , with respect to which Italian Exhibition Group SpA assumes no responsibility.

### Art. 6 – RESPONSIBILITY OF THE PARTICIPANT

The Participant assumes all responsibility for the ownership of rights on trademarks and other distinctive signs, patents, industrial inventions, industrial models, photos, videos, and the violation of copyright and personality rights inherent in all the contents included within the own virtual space, as well as on all products and / or machinery on display. The Participant, therefore, releases Italian Exhibition Group SpA from any burden and responsibility in the event of violation of the aforementioned rights and in any case of violation of the rules for the protection of competition, industrial property and private individuals both towards other Participants towards third parties in general. Any disputes in this regard between exhibitors or between participants and third parties must therefore be resolved directly between them, with the exemption of Italian Exhibition Group SpA. from any burden and / or liability.

### Art. 7- B2B PROGRAM

The meetings requested by the Visitor will become effective only if also confirmed by the Participant. The participant will be able to view the agenda within their control panel which will contain the required B2B meetings and any new requests made by visitors. Please note that the agendas may be subject to change until the last moment. During the days of the event, the B2B meetings will be held from Tuesday 19<sup>th</sup> to Thursday 21<sup>st</sup> October from 9.30 am to 6.00 pm and Friday 17<sup>th</sup> from 9.30 am to 6.00 pm (time in Italy), Thursday 18<sup>th</sup> and Friday 22<sup>nd</sup> October from 9.30 am to 1.00 pm.

There is no limit to the duration of the meeting agreed between the parties.

### Art. 8- MULTIMEDIA MATERIALS DISCLAIMER IN ACCORDANCE WITH LAW

The participant expressly authorizes Italian Exhibition Group SpA, to use images / videos portraying himself, the company profile page and the exhibited products of the participant. Italian Exhibition Group SpA. May use the aforementioned images / videos not only for journalistic and communication purposes, but also for promotional and commercial purposes. No use will be made in contexts prohibited by law or that compromise its decorum and dignity. The treatment of multimedia materials will be carried out by Italian Exhibition Group SpA in full compliance with the regulations in force on the subject. No compensation for the Participant will be provided for the aforementioned use.

## ADDENDUM TO THE EXHIBITION REGULATION COVID-19 EMERGENCY

ITALIAN EXHIBITION GROUP SPA has prepared the following document to supplement the General Exhibition Regulations, in order to regulate the rules of conduct related to the Covid-19 emergency for Participants, and any other third party authorized to access the facilities of the Exhibition Center of the Company, to the premises and offices of IEG or to other places in any case referable to the latter, following the registration / purchase procedures prepared through the official channels of the individual Shows and / or Events.

In particular, the following points of the General Exhibition Regulations are integrated (available on the exhibition site [www.fimast.eu](http://www.fimast.eu)). The integrated parts, which are an integral and substantial part of the General Exhibition Regulations, are highlighted in **bold type**. For anything not integrated with this addendum, the clauses set out in the General Exhibition Regulations remain valid and effective.

Chapter II:

### **Art. 1 - CATEGORIES OF EXHIBITORS ALLOWED TO PARTICIPATE AND COMPLIANCE WITH ANTI COVID-19 REGULATIONS**

**The Participant, and any other third party authorized (on behalf of the Participant) to access the facilities, premises and offices of IEG or other places in any case referable to the latter, undertakes to ascertain, upon accessing the IEG and / or the exhibition / event of interest:**

- **not to have had in the last 14 days prior to access to the IEG facilities and / or to the exhibition / event of interest contacts with subjects who tested positive for COVID-19 or who have been subjected to a swab to verify this positivity,**
- **not to be subjected to the quarantine measure and not to have tested positive for the COVID-19 virus. The aforementioned subjects undertake to cancel their participation and / or access to the IEG structures, upon the occurrence of one of the aforementioned hypotheses, being also aware of the criminal sanctions provided for in the case of false or false statements or conduct that he will not be granted access in the event of a body temperature equal to or greater than 37.5 degrees.**
- **Participants from abroad undertake to comply with all protocols and security measures as provided for depending on the country of origin and as indicated in the DCPM of 7 September 2020 and its subsequent amendments, as well as to consult the site in advance of the Farnesina, declaring to have fulfilled all the required mandatory health checks and to have complied with all the procedures envisaged, without prejudice to the criminal sanctions referred to in the preceding paragraph in the event of false or untrue statements or conduct.**
- **It is absolutely forbidden to enter or transit in Italy for those who come or have stayed in the last 14 days in one or more countries that are prohibited and reported on the Farnesina website: <http://www.viaggiare Sicuri.it> /**

### **Art. 5 - CANCELLATION - SUSPENSION OF THE EXHIBITION**

If the Exhibition, for any reason even independent of force majeure, cannot take place, the application for membership will lose all effect and the counter-signed participation proposal will be automatically resolved; in this case, the Organizer will refund the Participant any amounts already paid.

**The same will happen in the event that the Participant is unable to participate in the event due to prohibitions imposed by the Government or Health Authorities of their country (both nationally and internationally).**

If, on the other hand, the Exhibition is suspended after the opening date:

5.1 if the suspension occurs due to force majeure, no refund is due to the Participant;

5.2 in any other case, the Organizer will reimburse the Participant an amount commensurate with the lack of use.

In none of the above cases Italian Exhibition Group S.p.A. is required to pay compensation, penalties or compensation of any kind to the Participant.

If due to force majeure the event could not take place, IEG will make every effort to propose alternative solutions to physical participation, including the methods of carrying out the event through the DIGITAL platform (referred to in Chapter IV).

### **Art. 6 - ENTRY PASSES**

The Organizer provides each Participant with free entry passes (otherwise known as exhibitor badges) in a number proportional to the square meters occupied. These badges will be available in the Reserved Area only after the Participant has paid the amount due for participation.

The Participant is responsible for all the material received, therefore, in the event of its loss, the Organizer is not required to replace the material, except by charging the invoice for the new material requested by the Participant.

The entry passes are strictly personal and cannot be transferred even temporarily.

**Furthermore, the Participant, at the time of registration, must provide truthful information on his identity. In case of false declarations, the interested party will be prosecuted as required by law.**