



# Exhibition general regulations

This is the free translation of the "Exhibition General Regulations" to take part in CERSAIE 2022. The official text into Italian language and authorized by the Emilia Romagna Regional Committee is available at the Organiser's Office.



**Due to the Covid-19 health emergency, the access procedures, technical provisions, stand assembly and dismantling activities and Exhibition organisation in general may be subject to changes and/or amendments as new regulations come into effect.**

**REFERENCES: "BolognaFiere" means BolognaFiere S.p.A. based in Bologna Italy, Viale della Fiera n. 20. "Organiser" means EDI.CER. S.p.A Società Unipersonale based in Sassuolo (Modena) Italy, Viale Monte Santo n. 40.**

**As part of its competitive commercial activities, the Organiser is organising Cersaie 2022, International Exhibition of Ceramic Tile and Bathroom Furnishings, which will be held in the Bologna Exhibition Centre from 26 to 30 September 2022 (hereinafter also "Cersaie") and the Cersaie Digital platform supporting Cersaie, which will be open from 19 September to 7 October 2022 (hereinafter also "Cersaie Digital"), hereinafter referred to jointly as "Exhibition". The Organiser is the legitimate holder of the rights associated with the digital platform called "Cersaie Digital" and the related digital services.**

**PRELIMINARY NOTE:** "stand" means the space assigned to the Exhibitor for presenting products or services at Cersaie.

"Digital space" means an interactive catalogue page on the Cersaie Digital platform consisting of:

- company presentation;
- publication of content (product images, videos and company documentation);
- chat and video chat service by appointment with visitors;
- matching service for searches on the part of both visitors and Exhibitors.

## **Art. 1 - PURPOSE OF THE EXHIBITION AND ADMISSION TO THE EXHIBITION**

The main purpose and spirit of the Exhibition is to enable Exhibitors to showcase and publicise new products and services. An effective presence on the part of Exhibitors and visitors and an appropriate and adequate Exhibition offering are essential if the event is to serve as a genuine business and cultural platform and a shared asset. Italian and foreign companies may be accepted as Exhibitors at Cersaie provided they exhibit their own products or only products for which they own the trademark, or services falling within the product sectors for which the Exhibition has been authorised. Only Italian and foreign companies that have been admitted to take part in Cersaie will be accepted as Exhibitors at Cersaie Digital. In the event the Exhibitor is admitted to take part in the Exhibition, he may exercise the right not to use Cersaie Digital, although this will not affect the fees indicated in Art. 3 below; it is understood that the exercise of this right will not entitle the Exhibitor to any reimbursement, compensation and/or refund from the Organiser. The Organiser has the right to access the stands and the digital spaces to check the products on display. If the Organiser ascertains that the Exhibitor is displaying products for promotional and/or sales purposes that differ from those indicated on the Application Form, he is entitled to:

- a - exclude from the Exhibition any products, services or samples that are different from those indicated by the Exhibitor on the Application Form under the heading "products to be displayed" and order the Exhibitor to remove them immediately;
- b - charge the Exhibitor a penalty of € 5,000.00 (five thousands euros/00);
- c - bar the Exhibitor from taking part in future editions of the Exhibition.

The measures indicated under letters b and c will be applied even if the violation is ascertained and communicated to the Organiser after the end of the Exhibition.

## **Art. 2 - PARTICIPATION**

The application for participating in the Exhibition must be sent on the special form, properly completed, undersigned and countersigned, under penalty of non-receipt, and which constitutes an irrevocable offer of the applicant and will imply acceptance on their part of the "Exhibition General Regulations", as well as the "Exhibition Technical Regulations", the "Safety File", the "Various Forms Section", the "Exhibition Centre Regulations", and any other regulation concerning the organisation and running of the Exhibition and of the Exhibition Centre; the Exhibitor will be informed of the contents of these documents by means of printed material and/or announcements made on the internet site [www.cersaie.it](http://www.cersaie.it). The Organiser will decide on the participation, with complete discretion, autonomy and with the sole obligation to briefly indicate the reasons for non-acceptance, exclusively for applications received by the Organization at least 60 days before

the opening date of Cersaie. A refused applicant may make a formal appeal within thirty days from the close of Cersaie. The applicant is obliged to furnish any other documentation which may be requested in order to decide on the success of the application and to ascertain - at any time - whether the conditions for participation in the Exhibition are met. If the application is accepted, the Organiser will send the applicant an email message containing instructions on how to access the reserved area of the website [www.cersaie.it](http://www.cersaie.it), which the applicant is required to keep confidential. The credentials provided by the Organiser may under no circumstances be transferred to other parties. The applicant is also required to control access to his computer and devices and accepts responsibility for all activities carried out with his account and access credentials.

Once the applicant has downloaded confirmation of participation in the Exhibition from his reserved area on the website [www.cersaie.it](http://www.cersaie.it), he will acquire the status of Exhibitor and the contract for participation in the Exhibition will be considered finalised, resulting in the obligation on the part of the Exhibitor to proceed with timely and full payment of the amount due pursuant to art. 4 below.

Once the contract is finalised, the registration security deposit (as indicated in Art. 3 below) will be converted into a registration fee and the security deposit (as indicated in Art. 3 below) will be converted into an advance payment on the fees due from the Exhibitor. For applications received at least 60 days before the opening of Cersaie, the above-mentioned email message will be sent at least 30 days before this opening date. In the case of applications received subsequent to this deadline, the email message must be sent no later than the day before the opening of Cersaie, although the Organiser reserves the right to notify the applicant of confirmation of participation by any other appropriate means.

The application, as well as the Exhibitors consequent rights and obligations, are non-transferable.

The following are exceptional circumstances that justify withdrawal from the participation contract without notice on the part of the Organiser: termination of activity, bankruptcy, arrangement with creditors or any insolvency procedure on the part of the Exhibitor; in this case the Organiser will retain the registration fee already paid, as well as the entire participation fee (as specified in art. 3), without prejudice to compensation for any direct or indirect damages. The Organiser will also be free to allocate the stand to another Exhibitor.

## **Art. 3 - REGISTRATION FEE - RATES - SECURITY DEPOSIT**

Registration fee € 580.00

Rates:

- normal position in hall, per sq.m. € 161.00
- corner position in hall, per sq.m. € 186.00
- outdoor area, per sq.m. € 82.00
- digital space fee € 650.00

Where due, VAT will be added to the above amounts.

If admitted to the Exhibition and if authorised by the Organiser, the Exhibitor may, for a fee, access additional services within Cersaie Digital for his own digital space.

The expression "participation fee" shall mean the total amount owed by the Exhibitor for participation in the Exhibition, in addition to the registration fee.

Security deposit: Potential Exhibitors must pay a security deposit together with the application, determined as follows:

- security deposit for the registration fee € 580.00
- security deposit for stands in hall, per sq.m. € 65.00
- security deposit for stands in outdoor areas, per sq.m. € 32.00
- security deposit for digital space fee € 650.00

The security deposit for digital space fee together with the digital space fee into which the aforesaid deposit is converted upon finalisation of the participation contract (see art. 2) shall also be payable in the event that the Exhibitor exercises, at any time, the right not to use Cersaie Digital as indicated in art. 1 of these Exhibition General Regulations.

If the application is not accepted, the security deposit will be returned. The fees and security deposit may change following the completion of administrative procedures for participation organised or promoted by associations or committees, as well as for the promotion of certain sectors of the Exhibition.

**Art. 4 - TERMS OF PAYMENT** - After receiving the letter of acceptance and the invoice, the applicant must pay the amount due under the terms of the contract by 1 July 2022; invoices issued after 1 July 2022 must be settled after sight.

Failing this, the Organiser may consider the contract terminated due to non-fulfilment by the Exhibitor, without the need for notification or a court order. In this case, the Organiser will inform the applicant and - in addition to being released from all commitments and being free to assign the stand to other applicants - will be entitled to full payment as a penalty of the registration fee and the participation fee, as well as any other contractual consideration, less any amounts already received for these payments and without prejudice to any right to further compensation for damages.

## **Art. 5 - STAND ASSIGNMENT**

If the application is accepted, the Organiser reserves the right to assign to the applicant a stand with a different size to that requested in the application. This may be done if, in the Organiser's unquestionable judgement, the requested size is not compatible with the overall organisational needs of the relevant sector or of the Exhibition as a whole. Stands may be assigned only by the Organiser; participation at previous editions of the Exhibition therefore does not entitle the Exhibitor to a stand with the same location, shape and/or size as at the previous Exhibition. Any special requests made by the Exhibitor at the time of application will be considered purely indicative and not binding to the Organisers in any way, nor will they affect the application in any manner.

The Organiser will also be entitled to move or reduce a stand in size after it has been assigned, or transfer it to another area, without entitling the Exhibitor to damages or compensation of any kind.

The Organiser must however notify the Exhibitor of any such change by registered letter (or telegram, fax or any other means) sent at least 20 days before the start of Cersaie.

The Organiser reserves the right to assign stands even where these are not indicated in the lay-out.

## **Art. 6 - CANCELLATION**

Exhibitors who are unable to take part in the Exhibition for legitimate proven reasons, may withdraw from the contract by documenting the impediment and notifying the Organiser by registered letter with return receipt at least 120 days prior to the starting date of Cersaie. This does not affect the Organiser's right to retain the entire security deposit or any further right to compensation for greater damages. If notification is given less than 120 days before the starting date of Cersaie, the Exhibitor will be required to pay not just the registration fee but also the entire participation fee, without prejudice to the Organiser's right to any further direct or indirect damages. In this case, the Organiser will be free to assign the stand to other Exhibitors.

If the Exhibitor fails to provide notification of cancellation or gives less than 30 days' notice before the starting date of Cersaie and does not prepare the stand by the date stipulated in the Exhibition Technical Regulations, he will be considered in breach of contract and will be obliged to pay the registration fee, the entire cost of participation and a penalty of € 60.00/m<sup>2</sup> and to reimburse the Organiser for any direct or indirect damages. Here too, the Organiser will be free to assign the stand to other Exhibitors.

Without prejudice to the provisions of art. 23 below in the event of postponement, modification or cancellation of the Exhibition, the Organiser may withdraw at its sole discretion from the participation contract with individual Exhibitors up to two weeks before the opening date of Cersaie. If there are grounds for withdrawal that concern the organisation and satisfactory running of the Exhibition, the Organiser shall retain the right to withdraw from the contract up until the opening day of Cersaie. In this case, the Organiser will not be obliged to pay compensation or damages of any kind, but will have to return the registration fee and the participation fee if they have already been received. It is understood that withdrawal from the individual contract, regardless of which party gives notice, shall take effect simultaneously with respect to both Cersaie and Cersaie Digital.

## **Art. 7 - HANDOVER OF STANDS AND DIGITAL SPACES**

Stands and digital spaces will be made available to Exhibitors by the deadline indicated in the "Exhibition Technical Regulations".

Stand set-up must be completely no later than 4.00 p.m. on the day prior to the Cersaie opening date, failing which the contract will be terminated due to default by the Exhibitor in the same manner and with the same consequences as indicated in art. 6. If the Exhibitor intends to participate in Cersaie Digital, he must complete the process of uploading the mandatory content to the digital spaces via the reserved area of the website [www.cersaie.it](http://www.cersaie.it) no later than 12 September 2022. The digital space of Exhibitors who fail to complete this procedure may not be included in Cersaie Digital, in which case the Exhibitor will not be entitled to any form of compensation, reimbursement and/or refund from the Organiser.

**Art. 8 - STAND SET-UP** - The Exhibitor is obliged to set up the stand in the space assigned, to properly display its company name and/or brand names and to exhibit to the public a significant part of its products for the entire duration of the Exhibition; in the event of total or partial failure to comply with even one of these obligations, the Exhibitor will be required to pay a penalty equal to the registration fee plus the participation fee.

Before setting up the assigned stand, the Exhibitor must request advance authorisation from BolognaFiere and submit technical drawings and the names of the technicians responsible for structural, construction and safety aspects and the utilities by the dates indicated on the relevant forms. The technical drawings of stands must be stamped and signed by an authorised professional. As established in the "Exhibition Technical Regulations", the structures will be tested by BolognaFiere at the Exhibitor's expense.

The exhibits must be contained within the assigned stand area as indicated in the "Exhibition Technical Regulations" and their height must comply with the provisions set out in the aforementioned Regulations. Accessible platforms exceeding a height of 0.70 metres from the floor may not be constructed. The exhibits and utilities must be installed to the highest standards of workmanship, in compliance with health and safety standards for fire prevention in the workplace and in compliance with the regulations on the removal of architectural barriers.

The Exhibitor acknowledges that the Exhibition Centre is classified as a public entertainment venue and undertakes to comply with the relevant regulations and to observe all the requirements and formalities set out in the "Exhibition Technical Regulations". If the Exhibitor fails to provide BolognaFiere with the declarations and documents set out in the "Exhibition Technical Regulations" regarding responsibility for the exhibits and electrical systems, BolognaFiere will be entitled to close the stand and take the most appropriate measures to ensure conditions of safety, without prejudice to any civil or criminal liability on the part of the Exhibitor. BolognaFiere reserves the right to modify or remove any exhibits and utilities that fail to comply with the above-mentioned regulations.

The Exhibitor is solely responsible for the structural condition of the exhibits, the installation and operation of the utilities and any damage that may be caused to persons or property belonging to BolognaFiere or third parties. In the event of failure to observe these regulations and those stated in the Exhibition Technical Regulations, BolognaFiere will be entitled to adopt preventive measures towards a company that has an irregular fire safety position. In the event that supplementary measures to the overall safety conditions are adopted, this may result in corresponding expenses being charged (to be evaluated at not less than € 20.00/m<sup>2</sup> of rented stand area) or an injunction being given to partially or totally dismantle the stand and declare it unfit for use. In the event of failure to observe the safety rules, the Exhibitor may be reported to the judicial authorities.

Access to the Exhibition halls is not permitted to any vehicle lacking anti-pollution devices.

**Art. 9 - SAFETY** - Exhibitors and outside companies that work on their behalf in the Exhibition Centre are required to scrupulously observe all laws pertaining to protection of the health and safety of workers and regarding social security contributions for the entire duration of activities relating to the Exhibition, including stand set-up, the Exhibition itself, stand dismantling and all other related activities.

During stand set-up and dismantling and all other related activities, Exhibitors also undertake to comply with - and to ensure that outside companies that work on their behalf comply with - the Exhibition Technical Regulations (with particular reference to the attached Safety File) and the Exhibition Centre Regulations available on the web site [www.cersaie.it](http://www.cersaie.it) and containing amongst other things contain safety precautions, with the exclusion of compliance with specific safety regulations concerning the activities contracted by the Exhibitor to outside companies (stand set-up and dismantling activities and related activities). Failure to comply with the above-mentioned regulations may lead to immediate disconnection of the utilities supplied to the stand.

Exhibitors are required to appoint one or more persons responsible for the assigned stand, whose duties include assuring compliance with workplace accident prevention laws for the entire period of time spent in the Exhibition Centre;

notification must be given of these appointments using the relevant forms and within the time frames stated in the Exhibition Technical Regulations.

For safety reasons, during the stand set-up and dismantling periods, Exhibitors are forbidden from organising meetings with their own personnel or with third parties inside the Exhibition Centre.

**Art. 10 - RETURN OF STANDS AND DIGITAL SPACES** - At the end of Cersaie but not before, the Exhibitor must remove all installed products and materials, and after submitting the obligatory "stand return declaration" to BolognaFiere must remove them from the Exhibition Centre by the date indicated in the "Exhibition Technical Regulations".

The Exhibitor must return the stand in the condition in which he found it. If the Exhibitor fails to comply with the stand disassembly times or is slow to clear the area, the Exhibitor grants his irrevocable permission for the Organiser to take appropriate action after the last stand removal day, and the remaining material will be considered waste and sent to a public waste disposal facility. In this case the Exhibitor will refund all direct and indirect costs for stand clearing plus a fine of € 5,000.00 (five-thousand euro/00) together with possible reimbursement for outstanding costs and without prejudice to the Organiser's right to bar him from participation in future editions of the Exhibition.

Exhibitors must declare how they intend to handle all stand assembly and disassembly waste by filling in the obligatory Exhibition form (Form R).

The obligatory "stand return declaration" will not be accepted from Exhibitors who have not settled all their direct or indirect debts with BolognaFiere and the Organiser. This declaration will not be considered as acknowledgement of receipt of any payment due for participation in the Exhibition.

The Exhibitor expressly authorises BolognaFiere and the Organiser to check that the vehicles and luggage belonging to the Exhibitor and/or its agents leaving the Exhibition Centre do not contain products or materials other than those installed in the stand. The Organiser and BolognaFiere will accept no responsibility for goods, materials or any other items left unsupervised by Exhibitors in the Exhibition Centre. Exhibitors' digital spaces will remain active until 6:00 pm on 7 October 2022.

**Art. 11 - ACCESS TO EXHIBITION CENTRE - PRESENCE IN THE STANDS AND DIGITAL SPACES** - In order to enter the Exhibition Centre during stand set-up and dismantling periods, exhibitor companies must register on the website [cersaie.befair.eu](http://cersaie.befair.eu), then go to the link "GO TO PASS" and create access permits for staff and vehicles to be displayed at the entrances. To do this, companies must use the credentials chosen by the user when accessing the system for the first time according to the instructions provided by email, which will remain valid for future editions of the Exhibition.

The Exhibitors themselves will be responsible for authorising the stand fitters they have chosen by entering their details on the system, after which they will be sent an email containing instructions on how to access the Pass system for the first time. Exhibitor companies and their stand set-up companies / suppliers not accredited on this website and without the required entry documents will not be admitted to the Exhibition Centre during the stand set-up and disassembly periods for the Exhibition. Suppliers/carriers who need to enter the Exhibition Centre to deliver materials on behalf of the Exhibitor must also be in possession of a special Transport Document containing the Exhibitor identification data including the Exhibitor company name, hall and stand. Suppliers who present a Transport Document lacking this information will be denied access to the Exhibition Centre. The Exhibitor is responsible for ensuring that the companies carrying out work in the Exhibition Centre on its behalf meet the necessary technical and professional requirements. In accordance with work safety legislation, BolognaFiere and the Organiser may establish specific criteria for admission to the Exhibition Centre during the stand set-up, Exhibition and dismantling period and may restrict vehicle access and/or apply charges in the event vehicles are parked outside the parking spaces or for longer than the time limits established by the Organiser.

During every day of Cersaie, the Exhibition will be open to industry professionals in possession of the required entry documents according to the opening hours that the Organiser reserve the right to establish and if necessary modify (even during the Exhibition itself); on Thursday 29/09/2022 and Friday 30/09/2022 the general public will also be allowed admission to Cersaie.

To allow free admission of Exhibitors and their personnel to Cersaie, the Organiser will prepare special passes subject to the rules set out in the "Exhibition Technical Regulations", the use of which implies acceptance of this document.

The Exhibitor is in any case entirely responsible for the behaviour of the persons to whom it grants entry passes, as well as for the behaviour of its employees, agents and collaborators in the performance of the duties assigned to them.

**The Exhibitor must ensure that qualified sales staff are**

**available at the stand for the entire duration of Cersaie and during all opening hours. Furthermore, the Exhibitor is obliged not to remove the exhibited products from the stand or from the digital space before the end of Cersaie and Cersaie Digital respectively. In the event of failure to comply with these requirements, the Exhibitor will be charged a penalty of € 5,000.00 (five thousand euro/00), without prejudice to the Organiser's right to bar him from participation in future editions of the Exhibition. With specific reference to the digital space, qualified sales personnel must be available to guarantee adequate standards of service.**

**Art. 12 - SURVEILLANCE AGAINST THEFT - LIABILITY FOR THEFTS AND DAMAGES - RESPONSIBILITY EXEMPTION OF BOLOGNAFIERE AND ORGANISER - INDEMNITY CLAUSE** -

During the Exhibition hall opening hours the Exhibitor must watch over his own stand either directly or using his own personnel. The Exhibitor is obliged to supervise the stand using his own personnel during the entire period for which the Exhibition is open. The Exhibitor is solely responsible for supervision of materials, property and furnishings present in the stand for the entire period of the Exhibition (including the stand set-up/disassembly times). As the party responsible for supervising the stand, the Exhibitor shall substantially and procedurally indemnify BolognaFiere and the Organiser and hold them harmless from any loss, damage, responsibility, cost or expense, including legal expenses, deriving from the use of the stand and the assigned Exhibition space. Although BolognaFiere provides a general day and night surveillance service in the Exhibition Centre for the entire duration of Cersaie and during the days set aside for setting up and taking down stands, neither BolognaFiere nor the Organiser will accept responsibility for theft or damages suffered by the Exhibitor. The Exhibitor will also be liable towards BolognaFiere (with specific reference to Cersaie) and the Organiser for all direct and indirect damages caused for any reason whatsoever by him or by personnel working on his behalf (including damages caused by stand set-ups or installations carried out by him or by third parties commissioned by him, even if tested by BolognaFiere). The following applies specifically to Cersaie Digital. The Organiser will not be held liable for any theft and/or damages suffered by the Exhibitor. The Organiser will do its best to ensure that access to Cersaie Digital is provided without interruption and that the Cersaie Digital services are provided without disruption. However, due to the nature of the internet, uninterrupted access to Cersaie Digital and the absence of disruptions cannot be guaranteed. In this connection and in relation to the third party software used for Cersaie Digital, the Organiser and the third parties will not be held responsible for any inefficiencies, malfunctions, failures, errors, interruptions or suspensions in the provision of the Cersaie Digital services or its constituent sections, whatever the cause. The Organiser and/or the owners of the aforementioned software used by Cersaie Digital reserve the right to occasionally suspend or restrict access to Cersaie Digital and related services in order to perform repairs or maintenance or to introduce new activities or services. The Organiser will not be held responsible for any loss of data that is not the direct consequence of violation of the Exhibition General Regulations or applicable law on the part of the Organiser or for any loss of business opportunity (including lost profits, revenues, contracts, assumed savings, data, goodwill or unnecessarily incurred expenses) or any other indirect or consequential loss that could not reasonably have been foreseen when the Exhibitor began using Cersaie Digital. The Organiser will not be held responsible for any law violations by third parties and/or the Guest, Exhibitors or visitors to Cersaie Digital, including but not limited to violations of industrial and/or intellectual property rights. For this reason, it is the Exhibitor's responsibility to obtain all industrial property rights and take all appropriate measures to protect his rights.

**Art. 13. - INSURANCE EXEMPTIONS AND LIABILITIES** - The Exhibitor will benefit from the following insurance policies taken out by BolognaFiere and agreed with the Organiser:

- All Risks cover (including fire and theft) against direct and material damage to stand fittings, furnishings, equipment and goods in the stand, excluding cash, items of value, other valuables and similar and excluding software installed on computers and excluding damages from non-use of stand fittings, furnishings, equipment and goods in the terms and conditions indicated in the Exhibition documentation: € 40,000.00 full first loss cover (including fire and theft) with full excess of € 300.00 for each claim, raised to € 600.00 for damages occurring during the stand dismantling period after the end of Cersaie;
- Third Party Liability cover, including fire damage: single limit of € 50,000,000.00;
- Third Party Liability cover for employees: limit € 3,000,000.00 per claim with limit of € 2,000,000.00 per person;
- Waiver by Insurance Company of all claims towards Exhibitors, the Organiser and BolognaFiere.

The aforesaid insurance covers are subject to conditions and

limitations, which the Exhibitor may request from the Exhibition Organising Office and excerpts of which will be published in the Exhibition documentation.

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 exceed the limits of cover as set out above.

The Exhibitor must take out any supplementary cover considered appropriate.

In particular, given the presence of a video surveillance system, the Exhibitor acknowledges that, in case of theft, a report must be submitted to the Public Authorities and forwarded to the Insurance Company within seven days of the end of Cersaie.

Failure to meet this deadline may result in forfeiture of the right to compensation.

The Insurance Company will also be responsible for handling claims and settlement procedures at the end of the Exhibition.

In any case, the Exhibitor undertakes to include in the supplementary insurance cover a clause in which the Insurance Company waives all claims against Exhibitors, the Organiser and BolognaFiere, and in the absence of said waiver shall hold them harmless from any action that may be taken against them.

Having taken note of the above, the Exhibitor (on his own account and that of his agents, employees or appointees) expressly relieves the Organiser and BolognaFiere of all liability for loss or damage which for any reason should occur in the Exhibition area assigned to him, during Cersaie or during the stand set-up or dismantling periods, and in respect of anything located therein, and accepts 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 himself.

The Organiser and BolognaFiere will accept no liability for consequential damages, damage to image, loss of revenues, etc. As regards direct damages, the Exhibitor accepts that the liability of the Organiser and of BolognaFiere is limited to the insurance limits as stated above. The Exhibitor accepts these limits of liability.

#### **Art. 14 - PROTECTION OF INDUSTRIAL PROPERTY RIGHTS**

- The Exhibitor must observe all legislation and regulations regarding the protection of industrial and/or intellectual property. He must therefore refrain from exhibiting to the public or otherwise making available to the public - either on the stand or in the digital space - any product, instrument, tool or advertising material that may constitute the violation, infringement, imitation or interference, even partial, of anything protected by a trademark, model or design or by an invention patent owned by a third party. The Organiser will make the Exhibition logo available to the Exhibitor, allowing him to use it in printed, electronic or other media exclusively for the promotion of the company's presence at the Exhibition and in any case not beyond 29 November 2022. The Exhibitor may not use the logo in any manner that fails to abide by the provisions of these Exhibition General Regulations and may not use trademarks, logos or brands owned by the Organiser other than those supplied by the Organiser to the Exhibitor. The Exhibitor may also not register and/or use identical or similar trademarks that might be confused with the Organiser's logo. In the event the logo is used by the Exhibitor for purposes other than those indicated above and in any case after the deadline of 29 November 2022, the Organiser reserves the right to revoke permission to use the logo at any time and without prior notice and to order the Exhibitor to immediately cease using it, without prejudice to any further action to protect its rights, including those of a compensatory nature. In the event of a judicially ascertained violation of industrial and/or intellectual property rights, the Organiser reserves the right to bar from subsequent editions of the Exhibition any Exhibitor who is declared responsible for civil and/or criminally illegal actions committed during the Exhibition through violation of these Exhibition General Regulations. The following applies specifically to Cersaie Digital. The Exhibitor is and remains the owner of the intellectual and industrial property rights connected with or relating to his own content uploaded to the Cersaie Digital platform (such as for example copyright or trademark rights). However, by uploading his content to the digital platform, the Exhibitor grants the Organiser a free licence to use the content uploaded to Cersaie Digital. The aforesaid licence is granted to the Organiser for as long as the Exhibitor is registered on Cersaie Digital and for purposes strictly related to the running of Cersaie Digital.

In particular, when the Exhibitor shares, publishes or uploads to Cersaie Digital content protected by industrial or intellectual property rights, it grants the Organiser a non-exclusive, royalty-free, worldwide license to transmit, use, distribute, modify, perform, copy, publicly perform, share, display or translate its content.

**Art. 15 - PHOTOGRAPHS AND VIDEO FOOTAGE - MULTIMEDIA CONTENT** - Exhibited products and goods and the stands where they are displayed may not be photographed, filmed, drawn or reproduced in any other way unless authorised by the respective Exhibitors and the Organiser. In the event of

failure to observe these rules, the surveillance personnel will be authorised to ask transgressors to leave the Exhibition Centre after confiscating the admission documents in their possession. The Organiser and BolognaFiere reserve the right to film, reproduce, disseminate and authorise the filming, reproduction and dissemination of general and detailed interior and exterior views, without the Exhibitor having any right to request payment. The following applies specifically to Cersaie Digital. By uploading its multimedia content to Cersaie Digital, the Exhibitor grants the Organiser a free licence to use said content.

**Art. 16 - TEMPORARY IMPORTATION** - The temporary importation of merchandise or goods of foreign origin to be displayed as samples at Cersaie must be done at the Exhibitor's expense through BolognaFiere's official freight forwarder and according to the regulations indicated in the "Exhibition Technical Regulations" and in the "Various Forms Section". Neither the Organiser nor BolognaFiere may be held responsible for the operations of said forwarding agent.

#### **Art. 17 - RULES GOVERNING READY-BUILT STRUCTURES, CRANES, SCAFFOLDINGS AND MACHINERY EXHIBITED IN OPERATION**

- For the use of prefabricated structures, tower cranes, self-elevating cranes and similar equipment, scaffolds, provisional reinforcement and scaffolding in general, the Exhibitor must not only guarantee full application of all the safety and other legislation, regulations and standards of good practice, as well as those dictated by experience and caution for the entire period of time spent in the Exhibition centre, but also undertakes to scrupulously observe instructions given by BolognaFiere. Exhibited machinery may not be operated unless an exception is issued in writing by BolognaFiere's Operations Division and provided that this does not constitute a danger or disturbance. In this case the machinery must be equipped with the necessary devices to prevent accidents, annoying noises, unpleasant odours and the emission of gases and liquids. Machinery may not be operated inside the halls by means of internal combustion engines and must not require the use of fuel or gas cylinders. In any case the aforesaid structures or machinery must be compliant with legislation, regulations and standards of good practice and must be accompanied by the required administrative documentation issued by the competent authorities. The Exhibitor assumes sole responsibility for all civil and criminal liability for injury and/or damage that may be caused to third parties as a result of non-compliance with or violation of said regulations and/or indications. BolognaFiere maintains the right to remove or arrange for removal of any structures that fail to meet the above-mentioned requirements from the Exhibition Centre.

**Art. 18 - TECHNICAL SERVICES** - Upon the Exhibitor's request and according to the provisions contained in the "Exhibition Technical Regulations" and in the "Various Forms Section", BolognaFiere will provide Exhibitors with electricity for lighting and power, as well as water and compressed air services.

Furthermore, BolognaFiere reserves the right to grant contracts or sole rights for any service it deems useful to Exhibitors establishing regulations for its use.

In particular:

- connections and disconnections between the electrical system or water system made by the Exhibitors and respectively the junction box/CEE sockets and the water outlets may only be made by companies authorised by BolognaFiere, which in turn will verify compliance with the regulations contained in the "Exhibition Technical Regulations" and "Various Forms Section";
- the stand cleaning service must be carried out under the responsibility and at the expense of the respective Exhibitors using their own staff or the company authorised for this purpose by BolognaFiere;
- telephone connections and disconnections may only be made by the supplier authorised by BolognaFiere;
- for all portage, transport and goods loading and unloading operations, Exhibitors must exclusively use BolognaFiere's Official Freight Forwarder.

The Exhibitor acknowledges that the services provided (whether managed directly by BolognaFiere, contracted out or granted on an exclusive basis) are adequate for normal usage on the part of individual users, and in any case holds BolognaFiere, the Organiser, the contractors and the service providers harmless from any and all liability for irregularities in the provision of said services.

#### **Art. 19 - PRINTED DOCUMENTS AND ON-LINE INFORMATION**

- The Organiser reserves the right to produce the Catalogue and disseminate information (including in a concise or abbreviated form) provided on the application form about the Exhibitors and the products and/or services they are presenting, as well as anything else exhibited or presented, using the means and techniques that it considers most suitable (printed matter, CD ROMs, Internet or other) without incurring any responsibility for omissions, errors or malfunctions.

The details concerned will refer to applications received and accepted up to 90 days before the opening date for the Cersaie. This does not affect the Organiser's right to change the allocation of stands. The above also applies to the content of other information forms filled in by the Exhibitor or by one of his appointees and made available to the Organiser, including by electronic means. The Organiser reserves the right to place areas of the Exhibition website at the disposal of individual Exhibitors, to which the Exhibitor may gain access via a username and password in order to upload, send or modify company information. The Exhibitor will be solely responsible for content uploaded to this reserved area and for the correct use, including by third parties, of the username and password assigned by the Organiser.

#### **Art. 20 - FORMS OF PAID ADVERTISING**

- Outside the assigned Exhibition area, all forms of advertising and publicity must be carried out exclusively through the Organiser or agents appointed by BolognaFiere dealers and are subject to payment of fees and corresponding taxes. The following applies specifically to Cersaie Digital. Within Cersaie Digital any form of advertising by the Exhibitor must be carried out exclusively through the Organiser and shall be covered by a separate contract. Within Cersaie Digital, the Exhibitor may not engage in any form of promotion for the sale, presentation or promotion of trade fairs or competing digital platforms. In the event of violation of this obligation, the Organiser may refuse to allow the Exhibitor to participate in future editions of the Exhibition and will be entitled to charge a penalty of € 5,000.00 (five thousand/00 euros), without prejudice to the right to take action for any additional damages.

#### **Art. 21 - CAR PARKS**

- For safety reasons, the Exhibitor car parks may be used during Cersaie exclusively by cars displaying a permit (valid for single one-day admission) issued by the Organiser (other vehicles such as commercial vehicles, trucks, etc. are therefore excluded) and provided there are free spaces. Cars may be parked solely in the designated spaces and only during the opening hours of the Exhibition Centre. It is strictly prohibited to park commercial vehicles or trucks of any kind inside the Exhibition Centre, even for short periods of time, unless authorised by the Organiser and BolognaFiere. It is also prohibited to park cars outside the designated spaces and during the Exhibition Centre's closing hours. If these conditions are not observed, BolognaFiere or the Organiser may have the vehicle removed from the car park or clamped, at the risk and expense of the Exhibitor to whom the permit has been issued and of the owner of the vehicle, who will be jointly and severally liable for the cost together with the Exhibitor. The Organiser reserves the right to refuse admission to the next edition of the Exhibition to Exhibitors or their appointees who fail to observe the above-mentioned prohibitions. All occupants of the vehicle must have a valid document for admission to the Exhibition Centre. Since the car parks are unattended, neither BolognaFiere nor the Organiser shall be held responsible for the security of the vehicle and will accept no liability for theft or damage of any kind.

#### **Art. 22 - PARTICULAR PROHIBITIONS - GENERAL PROHIBITION**

- **SANCTIONS** - Exhibitors may not:

- use their own lift trucks or lifting equipment, unless a specific exception is granted by the BolognaFiere Operations Division in accordance with the procedure set out in the "Exhibition Technical Regulations";
- display messages and/or any communication that conflicts with the purposes of the Exhibition;
- make any sale involving immediate on-site delivery of goods to buyers;
- any commercial transaction or link to e-commerce pages that occurs through Cersaie Digital;
- sell or exchange any part of the assigned stand or digital space;
- display prices either on the stand or in the digital space;
- carry out any kind of advertising outside the stand and in the Exhibition Centre; the distribution of advertising material (leaflets, brochures, etc.) is also prohibited outside the Exhibition Centre within a distance of 500 metres of the entrances;
- display products for promotional and/or sales purposes that do not fall within the stand and digital space product category as indicated on the Application Form;
- the display of signs or samples, even simply indicative in nature, on behalf of other companies (either in the stand or in the digital space);
- use unmanned aerial vehicles (UAVs, drones, etc.) for any purpose inside the Exhibition Centre. Exceptions must be requested from the Organiser and the BolognaFiere Operations Division, who reserve the right to evaluate the possibility of use in accordance with the rules and regulations and will specify the procedures that must be followed;
- put on performances or entertainment initiatives of any kind and nature and with any characteristics, even if confined to the stand or intended as a way of presenting products, without the prior written authorisation of the Organiser and the Management of BolognaFiere; the Exhibitor is also solely responsible for obtaining any necessary authorisations from the health and

public safety authorities and other relevant organisations for the above-mentioned initiatives.

- use music and sound reproduction equipment. Exceptions must be authorised in writing by the Organiser. Authorisation may be revoked with immediate effect at any time by simple written notification. The granting of authorisation does not release the Exhibitor from the requirement to use the equipment in such a way as not to disturb other Exhibitors and visitors, particularly as regards noise legislation;
- accompany visitors out of and/or encourage them to leave the Exhibition Centre during the Exhibition opening hours in a manner contrary to the purposes of the Exhibition;
- force visitors to pre-register with them in order to participate in the Exhibition.

With specific reference to Cersaie Digital, the Exhibitor may not:

- falsify his personal identity;
- transmit or promote any material, links with obscene, vulgar, fraudulent, defamatory, libellous, slanderous, confidential, deceptive, illegal or otherwise offensive content;
- harass, intimidate, threaten, embarrass or cause difficulties or discomfort to other users or other individuals or legal entities;
- spread viruses, trojans, logic bombs, worms, dangerous components or other tools that may cause damage or disruption to the media and the computer system;
- promote chain letters or pyramid schemes, or send or transmit any type of unsolicited promotional or other material;
- violate the right to personal data protection and any other personal rights of any individual or legal entity;
- send their own or third party data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data intended to uniquely identify a natural person, or data relating to the person's health, sexual activity or sexual orientation;
- send/upload/share sensitive and confidential information about third parties;
- access or collect data, including personal data, from Cersaie Digital using automated means or attempt to access data that the Exhibitor does not have permission to access;
- upload content that infringes or violates the rights of other users or companies, including their intellectual property rights;
- engage in conduct that in any way violates applicable legislation.

The prohibitions of a technical nature issued for general reasons of safety, hygiene and pollution regarding persons and property and to prevent tampering with tangible and intangible assets of the Exhibition Centre and the corresponding provisions contained in the "Exhibition Technical Regulations" and relative forms, are considered part of these general contract conditions, and the Exhibitor undertakes to strictly observe them. Exceptions may be made, exclusively in writing, by the Operations Division of BolognaFiere. As a general rule, it is forbidden for Exhibitors to act in any way which the Organiser deems to be at variance with the aims of the Exhibition or which may jeopardise its proper functioning. In the event of non-compliance with even one of the prohibitions referred to in this article, the Organiser may apply the penalties set out in the "Exhibition Technical Regulations" and in art. 1 of the Exhibition General Regulations and/or may terminate the contract of participation in the Exhibition without the need for a court order but simply by means of a written notification to the Exhibitor at his stand. This will result in immediate closure of the stand and the digital space and withdrawal of access documents to the Exhibition Centre, without affecting the payments due by the Exhibitor. In the event that the Exhibitor fails to comply with even just one of the prohibitions indicated in this article and this is reported to and verified by the Organiser after the end of the Exhibition, the Organiser will be entitled to bar the Exhibitor from future editions of the Exhibition and to charge him a penalty of € 5,000.00 (five thousand euros/00).

#### **Art. 23 - POSTPONEMENT, CHANGES OR CANCELLATION OF THE EXHIBITION**

It is the Organiser's discretionary and unquestionable right (a) to make changes to the organisation of the Exhibition (for example, reducing the sectors and/or halls and/or areas in general, or, in the case of Cersaie Digital, the services present on the platform) and/or (b) to make changes to the dates of the Exhibition, without this entitling the Exhibitor to withdraw from or otherwise terminate the contract and be freed of the commitments it has undertaken. In such cases, the Organiser shall inform the Exhibitor of the changes made via one of the following ways: website [www.cersaie.it](http://www.cersaie.it), email, registered letter, fax, telegram or other suitable means, to be sent at least 30 days before the date scheduled for the start of Cersaie, and shall be under no obligation to return any sums received up to that date, nor to pay compensation, penalties or damages of any kind. In the unlikely event that the Exhibition cannot be held for any reason, the Organiser will promptly notify the Exhibitor in writing (by registered letter, fax, telegram or other suitable means) and will retain the registration fee as compensation, while returning to the Exhibitor any excess payment already received by the date of the cancellation notice.

In any case, it is understood that nothing more will be owed by the Organiser for any reason whatsoever (for example but not limited to reimbursement for expenses or compensation for damages).

#### **Art. 24 - GENERAL PROVISIONS - DOMICILE - APPLICABLE LEGAL REGULATIONS - ITALIAN COURT OF LAW FOR POSSIBLE CONTROVERSIES**

The Exhibitor may not make use of the privileges granted by the Exhibition participation contract in any way that is in conflict with the interests and purposes of the Exhibition. If this should be the case, the Organiser shall submit a written warning to the Exhibitor demanding that he cease abusing these privileges, failing which the Organiser reserves the right to refuse the Exhibitor admission to the subsequent edition of the Exhibition. The Exhibitor must also comply with any regulations that may be issued to BolognaFiere by the Public Safety Authorities and the authorities responsible for fire prevention, accident prevention and surveillance of premises open to the public.

For all legal purposes, the Exhibitor elects its domicile at the registered office of BolognaFiere and accepts exclusive Italian jurisdiction and that of the Court of Bologna- Relations between the Organiser, BolognaFiere, the Exhibitor and possible third parties are governed solely by Italian Law.

Should any provision of these Exhibition General Regulations be deemed invalid, void or for any reason unenforceable, this condition shall not affect the validity and effectiveness of the other provisions.

**Art. 25 - RELATIONS WITH BOLOGNAFIERE** - The Exhibitor acknowledges that the Exhibition will take place in the Bologna Exhibition Centre and undertakes to observe - and ensure that its employees and collaborators observe - the regulations issued by BolognaFiere.

Any and all rights of the Exhibitor shall be exclusively towards the Organiser, without prejudice to the provisions of art. 13 above, while any and all obligations of conduct undertaken by the Exhibitor shall be deemed to extend also to BolognaFiere, which shall therefore be entitled - in the event of failure to comply with such obligations, with any and all of its regulatory provisions and with any and all legal provisions - to take direct action, including through its service staff in the Exhibition Centre.

**Art. 26 - COMPLAINTS** - Any complaints regarding the organisation and running of the Exhibition must be made to the Organiser immediately and in any case within seven days of the end of the Exhibition. Complaints made later than this will not provide grounds for a dispute with the Organiser.

#### **Art. 27 INFORMATION ON PERSONAL DATA PROCESSING**

(arts. 13-14 of EU Regulation 2016/679). All personal data supplied by the data subject and included in the Application Form (e.g. first name, last name, e-mail address, telephone, etc.) are processed for purposes relating to participation in the event as an Exhibitor. For these purposes, the data may be submitted using either this Form ("Application Form") or further Forms prepared by the Controller according to the Exhibitor's specific requests, such as "Application for printed advertising", "Application for poster advertising", "Application to display guest company products" and so on. On the legal basis of art. 6.1.b) of the EU Regulation 2016/679 ("GDPR"), the submission of data for this purpose is voluntary but necessary for performance of activities and for fulfilling requests made by the Exhibitor; in the event of failure to submit said data it will therefore not be possible to establish a contractual relationship. In addition, the data subject's e-mail and/or physical address, where supplied, may be used by the Controller even without the data subject's consent and on the legal basis of legitimate interests pursuant to art.6.1.f), EU Reg. 2016/679 for direct marketing activities such as the transmission of informative and promotional material in connection with future editions of the Exhibition or other similar events in which the data subject has participated. Data subjects have the right to object to the transmission of these materials both initially and during subsequent communications by writing to the addresses provided below. The personal data provided will also be processed to ensure compliance with the legal obligations imposed on the Controller and/or to comply with any requests from the authorities on the basis of the condition of lawfulness referred to in Art. 6.1.c), GDPR. The data will be processed by personnel duly authorised by the Controller using manual and automated procedures in accordance with the principles indicated in Art. 5, GDPR and adopting appropriate security measures established by Art. 32, GDPR. In accordance with the "Exhibition General Regulations" with any further Forms prepared by the Controller in relation to the Exhibition and with the Exhibitor's further requests, the data will be communicated to third parties - in particular to external companies, including companies belonging to the BolognaFiere Group - who will process them according to the specific cases in their capacity as autonomous Controllers or Processors in order to perform the activities necessary for provision of the services (e.g. banks and credit institutes, public and/or private bodies, external companies that provide computing and other services including Exhibition access verification, printing, management, etc. - for the complete list contact the Controller). The submitted data may be retained only for the period strictly necessary for the purposes for which they were collected and in accordance with legal and contractual

obligations. **The company must provide its employees and associates with adequate information pursuant to Art. 13 of EU Regulation no. 2016/679, specifying that the data in question may be communicated to and processed by Edi.Cer. S.p.A. for purposes relating to participation in the Exhibition.** The company also undertakes to make this privacy notice known to its employees and/or associates so that it can be delivered by the Controller to the data subjects in accordance with the GDPR.

The Controller is Edi.Cer. S.p.A., with registered offices in Viale Monte Santo 40 - 41049 Sassuolo (MO). The data subject has the right to obtain from the Data Controller the erasure ("right to be forgotten"), restriction, information, rectification, portability and objection to processing of his/her personal data, may withdraw any consent granted, and has the right to lodge a complaint with the supervisory authority. In general he/she may exercise all the rights established in arts. 15 et seq. of EU Regulation 2016/679 by sending an email to the Controller at [cersaie@cersaie.it](mailto:cersaie@cersaie.it). Further information can be found on the web page [www.cersaie.it/privacy](http://www.cersaie.it/privacy).

#### **Art. 28 - CONTRACTUAL CLAUSE PURSUANT TO LEGISLATIVE DECREE NO. 231 OF 2001**

The Exhibitor undertakes to faithfully observe current legislation and declares in particular that he is aware of the contents of Legislative decree no. 231 of 2001 (Administrative liability of legal entities, companies and associations with or without legal personality in accordance with article 11 of law no. 300 of 29 September 2000). The Exhibitor is consequently obliged to refrain from any unlawful conduct resulting from an offence covered by the aforesaid law, regardless of whether or not the offence has actually been committed and investigated. The Exhibitor also declares that he is aware of the Company's Code of Ethics - published on the Edi.Cer. S.p.A. website at the address [www.cersaie.it](http://www.cersaie.it) - and undertakes to comply it. Should the Exhibitor fail to fulfil this obligation, Edi.Cer. S.p.A. will consider this a violation of the trust on which the relationship between the parties is based and a serious breach of these conditions, and may exercise the right to immediately terminate the agreement pursuant to art. 1456 of the Italian Civil Code - as set out in the Company document called "Penalty System" - and to receive fair compensation, to be established, for any damage suffered.

#### **INSTRUCTIONS FOR THE APPLICATION FORM REGISTRATION**

**1) Application forms sent by ordinary email or fax will not be accepted.**

2) The enclosed Application Form with pre-filled fields does not constitute a contractual proposal on the part of the Organiser and does not impose any obligation on the same, who under the Exhibition General Regulations shall be responsible for the final decision regarding acceptance of the application and stand allocation.

3) Any further requests must be made in a separate letter. Please do not indicate any additional requests on the Application Form as this will result in your Application being invalidated.

4) Your Application Form will be accepted only if the following conditions are met:

- the Application Form is submitted by the same company that already took part as an Exhibitor in the previous Exhibition; this excludes any other party, even if it is a successor or assignee of the aforesaid company (clause valid only for the Exhibitors at the previous edition);
- ALL OUTSTANDING DEBTS HAVE BEEN SETTLED (clause valid only for the Exhibitors at the previous edition).