

## **GENERAL REGULATION FOR THE PARTICIPATION IN THE TRADE FAIR (hereinafter "General Regulation")**

### **Art. 1 - Organizer and Trade Fair's name**

A.N.C.I. Servizi S.r.l. a Socio Unico, hereinafter referred to as the "Organizer" or "A.N.C.I. Servizi s.r.l.", with head offices at Via Alberto Riva Villasanta, 3 - 20145 Milan, organizes the event named MICAM with the collaboration and the administrative and technical assistance of Fiera Milano S.p.A. (hereinafter, "Trade Fair" or "Event"). The name MICAM belongs to A.N.C.I. Servizi S.r.l., who legitimately claimed and owns all the rights in relation to the relative trademark.

The Exhibitor undertakes to respect the full and exclusive use of such right, refraining from the use of it, in any way (even in a partial and/or similar way) in violation of the law rules protecting the registered trademarks.

### **Art. 2 - Place, date, hours, admissions and facilities**

The Trade Fair will be held at the fairgrounds of Fiera Milano Rho, on the dates as expressly indicated in the application form as available online at [b2b.anci-servizi.it](http://b2b.anci-servizi.it) (hereinafter referred to as the "Application Link"). Without prejudice to the provision set forth under article 6a, the Exhibitor must adhere to the Fair Trade within 15 days following the sending of the Application Link by the Organizer or -if necessary- within any specific date indicated by the Organizer. The Organizer reserves the unimpeachable right to modify the date and hours of the Trade Fair.

Admission at the Trade Fair is reserved to Italian and foreign businesspeople provided with proper entry document; personnel authorized by the A.N.C.I. Servizi s.r.l. and Fiera Milano S.p.A.; representatives of the press and information services duly registered; people with regular invitation. For all the abovementioned categories, the entry document will be made available through online registration at [www.themicam.com](http://www.themicam.com) (hereinafter, the "Site") or through Organizer's dedicated platforms.

Exhibitors will have access to fairgrounds of Fiera Milano Rho subject to their online registration which is mandatory for all the staff that will be at the stand during the Trade Fair or for the entry/removal of the samples. Exhibitors shall register stand's staff through the registration system available at the Fiera Milano Exhibitor's portal (hereinafter the "Exhibitor's portal"), under section "Exhibitor Pass Tool" (i.e. within the two months prior the beginning of the Trade Fair, Exhibitors will receive by email from Fiera Milano S.p.A. from the email account [no-reply@fieramilano.it](mailto:no-reply@fieramilano.it), all the information and instructions for accessing the Exhibitor's portal including how to activate their credentials - ID Fiera). On the Exhibitor's portal the Exhibitors will be able to print the relevant nominal badges with the personal Qr code for use at Exhibitors entrances (hereinafter, "Exhibitor Pass"). The Exhibitor Pass will be valid and usable for admission to the Fair Trade (set-up, show, dismantling period). A maximum number of registrations is set forth according to the square meters occupied. Access of Exhibitors' cars is allowed prior to the relevant request by the latter of the relevant badge to Fiera Milano S.p.A. through the "Purchase in E-service" section of the Exhibitor's portal ("Parking" section) - in accordance with the procedure provided therein. Also for stand builders and their vehicles it is mandatory to register on the Exhibitor's portal, under section "Setting up and Dismantling Passes".

It is forbidden to remain in the halls after the closing time. Animals will not be admitted to the pavilions or stands.

Entrance to the pavilions and stands is granted to children and young people under the age of 12 only if accompanied, it being understood that the accompanying person will remain fully and solely responsible for all events and/or facts (including any damage and/or accidents suffered and undergo) that should occur to the minor inside the pavilions of the Trade Fair at the Rho Fiera Milano exhibition centre during the course of the Trade Fair due to activities, actions and/or behaviours carried out by the minor himself, or as a result of his physical movements.

### **Art. 3 - Products admitted**

Without prejudice to Organizer's right to authorize the display of further related articles, Exhibitors may only display and exhibit: footwear, bags and leather accessories; total look in leather; technologies for the future of retail; professional magazines; accessories for shoe shops. All the above products bearing the trademark/s as indicated by the Exhibitor on the

Application Link under penalty of immediate removal from the stand of the products bearing different trademarks if so ordered by the Organizer, without prejudice, according and for the effects of the following Art. 4.

Any machinery for processing footwear may only be exhibited or used at the stand with the specific authorisation of the Organiser and in compliance with health and safety at work regulations pursuant to Legislative Decree 81/08.

#### **Art. 4 – Exhibitors**

##### **Art. 4.1**

The following subjects may be admitted as Exhibitors:

- a) Italian and foreign companies exhibiting products of their own manufacture as well as their authorized dealers, agents and exclusive general representatives in any case provided that manufacturers are not directly exhibiting their products or samples. In any case, dealers and representatives cannot display the same products or samples of the represented Exhibitor in different stands from the one of the same Exhibitor; dealers and representatives must accompany their Application Form with the list of the brands represented by inserting them through the "Data for the catalog" section of the Application Link;
- b) industry associations, public bodies, consortia, Exhibitor(s) that take part through consortia, and institutional bodies promoting the industry, performing research, information and dissemination activities in the shoe field or providing services connected thereto.

The Organizer reserves the right to accept applications from companies, organizations and institutional bodies different from those indicated under points a) and b).

All Exhibitors must indicate the brands to be exhibited and displayed during the Trade Fair in the proper section "Data for the catalog" on the Application Link in the form of "catalogue entries", including those relating to Co-exhibitors as defined below (see Art. 4.2); Organizer may verify the compliance of the indicated product collections and brands by visiting the Exhibitor's stand.

It shall be discretionary and incontestable right of the Organizer to exclude products and samples not bearing the trademarks as previously indicated in accordance with the above from being exhibited and displayed. It is prohibited to exhibit and display same products and samples belonging from the same company and/or brands in more than one stand unless otherwise expressly authorized by the Organizer. Upon Organizer's discretion the Exhibitors who have not settled the required deposit payment, who have not fully completed and sent the Application Form in accordance with Art. 2 above, who are not complaint with Art. 11 of this General Regulation or who have outstanding payments from previous editions of the Trade Fair or relating to any other service performed by the Organizer or its subsidiaries or related companies concerning other Organizer's fairs, events or initiatives may not be entitled to participate.

Trademarks upload by the Exhibitors within the relevant section "Data for the catalog" of the Application Link must be made in accordance with ASCII coding system. Exhibitors are required to indicate their trademarks considering that in MICAM catalog spaces, symbols and numbers precede the letters. Trademarks entered by the Exhibitors will be published within the Exhibition catalogs (see article 13). The Organizer will not be liable in case of publication of trademarks unduly uploaded by the Exhibitors in the aforementioned section "Data for the catalog" of the Application Link.

##### **Art 4.2**

Exhibitors may display collections of guest companies at their own stand. Such companies will be considered as Co-Exhibitors for the purpose of this General Regulation for which the Exhibitor will pay the Participation fee indicated in the Application Link and, without prejudice to the provision of article 4.1 above (i.e. trademarks indication), undertakes according to article 1381 of the Italian Civil Code for the due fulfilment of the provisions set forth herein. The Exhibitor will have to request the publication of the Co-exhibitor(s) brands in the Exhibition catalogs (Online catalog, see Art. 9, Visitor's guide, see Art. 13) by entering them in the "Data for the catalog" section of the Application Link.

Should the Exhibitor not report the presence of a Co-exhibitor at its stand, the relevant Insurance Policy cannot be activated. The Exhibitor will therefore be deemed the only responsible in the event of any claims involving the Co-exhibitor which has not been duly reported in accordance with the provisions of this article 4.2.

##### **Art. 4.3**

By sending the duly completed and signed Application Form, the Exhibitor represents and warrants not to be in a state of insolvency, not to be in liquidation - voluntary or compulsory - and not to be subjected to bankruptcy proceedings, arrangement with creditors and other insolvency procedures.

#### **Art. 5 - Occupational safety and health**

Each Exhibitor is required to scrupulously comply with the entire regulatory system in force, also and above all with regard to the protection of the health and physical integrity of workers, and with labour, social security and welfare legislation for the entire duration of the Exhibition, including the time required for the assembly and dismantling of stands and any other related activity, waste disposal included.

Furthermore, the Exhibitor undertakes to observe and ensure that all contractors working on its behalf, during the assembly and dismantling of the stand and in relation to any other related or connected activity, comply with the Technical Regulations of Fiera Milano and any supplementary sections thereof that he declares having fully understood, the provisions contained in art. 88 of the Italian Legislative Decree 81/2008, paragraph 2-bis and its implementing Ministerial Decree of 22.7.2014, issued by the Ministry of Labour and Social Policies and the Ministry of Health.

The Technical Regulations, which can be consulted on the website [www.fieramilano.it](http://www.fieramilano.it), in the section "Exhibitors - Technical Documents - Link to event" contain, among other things, precautionary rules regarding exhibition safety (fire prevention, electrical systems, environmental protection, etc.), with the exclusion of the specific safety rules concerning the activities carried out by the Exhibitor or contracted out by the latter to the contractors (stand assembly and dismantling and related activities), the verification and observance of which remains the responsibility of the Exhibitor itself.

For the purposes of fulfilling the obligations contained in the Italian Ministerial Decree 22.7.2014 above, the Organizer makes the documents referred to in Annexes IV and V of the Ministerial Decree itself available on its own website and that of Fiera Milano.

Behaviours that do not comply with the above safety regulations, in particular when they may affect the general safety of the halls and third parties present, may be subject to intervention by the Organizer and / or Fiera Milano, in the context of sample checks and lead to the immediate closure of the stand until safety conditions are restored. Any other consequence that may arise from non-compliance with the aforementioned provisions is solely attributable to the responsibility of the Exhibitor and the companies appointed by him.

Fiera Milano may remove from the Exhibition Centre the personnel of the executing companies / self-employed workers who work on behalf of the Exhibitor from the Fiera exhibition center if they do not have the identification card provided for in Articles 18, c. 1, lett. u); 21, c. 1, lett. c); 26, c. 8 of the Legislative Decree 81/08 and non-EU personnel if, even in the presence of the aforementioned card, they are not in possession of a residence permit and / or a legible and valid identity card

The Employer who is responsible for such personnel will be charged consequently. The Exhibitor that, as customer, has authorised the company to operate in the district on its own account for the execution of works, will be informed of the claim.

The Exhibitor is responsible for the compliance with the regulations in force of everything that is carried out and organised on its behalf in relation to outfittings, structures, systems, products on display and all related activities.

Each Exhibitor must appoint a "Contact Person for the Exhibition Safety of the exhibitor (hereinafter RSE) who will, for safety purposes, be liable towards all subjects possibly involved for all responsibilities in respect of the activities conducted on the Exhibitor's behalf during the entire time of stay at the exhibition district. At the Exhibitor's discretion, and under its full responsibility, the RSE may also be a different person in each of the three stages mentioned above (assembly, exhibition and dismantling).

The name of the RSE and all references (email, telephone, etc.), must be communicated to the Organizer (and through the latter to Fiera Milano), before the start of the assembly work of the stand and in any case before access by workers and the introduction of materials in the exhibition center.

At the Organizer, the names and references of the RSE of neighbouring stands will be made available to Exhibitors. Each Exhibitor, through his / her own RSE, is obliged to coordinate with the other RSE of the adjacent stands, so that, through the exchange of information, any

prevention measures to be identified can be identified. apply to eliminate or, where this is not possible, minimize the risks from interference, when present. In the absence of communication of the name of the RSE, this function will remain the responsibility of the Legal Representative of the Exhibitor. Any changes must be promptly communicated to the Organizer.

The most relevant obligation for the Customer (Exhibitor) concerns the DUVRI [unified document for the assessment of interference risks], or the PSC [safety and coordination plan] in the event that, respectively, the rules contained in article 26 of the Italian Legislative Decree 81/08 are applied, or those contained in Title IV of the same decree, according to the provisions of the Italian Interministerial Decree of 22 July 2014.

This documentation must be uploaded to the appropriate section of the Fiera Milano "Exhibitor's Portal", that we remind you to be available to the competent authorities (ATS and law enforcement agencies), and be present at the stand for the entire period of the event (including assembly and dismantling).

The Exhibitors represents, warrants and agrees that, with the concession in use of the exhibition area, from the beginning of set-up until the end of dismantling, the assigned exhibition area will remain under their sole responsibility with reference to health and safety aspects in the workplace in accordance with DI 81/08.

The Organizer reserves the right to carry out high surveillance activities on compliance with safety regulations by means of its appointed technicians.

#### **Art. 6 – Application Form**

##### **Art. 6a – Direct Exhibitors**

The Application Form, previously filled in every part by the applying Exhibitor through the online procedure available at the Application Link and subsequently downloaded by the Exhibitor together with this General Regulation for subscription purposes, must be signed and uploaded in PDF format on the Application Link in accordance with articles 2 and 8 of this General Regulation under penalty of:

- (i) failure to execute and finalize the participation contract between A.N.C.I. Servizi s.r.l and the Exhibitor;
- (ii) block of the Application Link previously used by the Exhibitor pursuant to the above art. 2 and consequent need of the Exhibitor to repeat the participation procedure once again – with reactivation of the Application Link by the Organizer -, including, if still available, in relation to the assignment of other bare surface and/or module(s) with respect to those previously requested; unavailability of the stand will not allow the reactivation of the Acceptance Link and therefore the participation of the Exhibitor at the Trade Fair, without the Exhibitor having in such a case nothing to claim to or pretend from the Organizer in connection thereof;
- (iii) loss of any facilitation previously and expressly granted by the Organizer.

Without prejudice to the provisions of article 8 below, the Organizer reserves the right to accept Applications received after the deadline indicated under article 2, in case of remaining available spaces.

##### **Art. 6b – Indirect Exhibitors**

For Exhibitors participating through industry associations, public bodies, consortia, Exhibitors that take part through consortia, and institutional bodies promoting the industry, performing research, information and develop activities or provide services in the shoe field ("hereinafter, "Tax Payer"), the Organizer requests, in addition to requirements sub Art. 6a, that: i) the Exhibitor indicates, in the specific space in the Application Form, the company name and fiscal ID of the Tax Payer who will be paying the fee according to articles 8 and 11 in place of the Exhibitor and will become jointly liable with the Exhibitor (for the intents and purposes of Art. 1292 and the following of the Italian Civil Code). ii) By signing the Application Form both the Exhibitor and the Taxpayer formally pledge to accept the General Regulation and all the other laws and rules herein referred to.

##### **Art. 6c – Applications Forms compliance and Acceptance**

The Organizer shall consider only those Application Forms properly filled as described in Articles 6a and 6b and correctly stamped, signed, promptly uploaded through the Application Link and up to date with the required fee payments as set forth under art. 8 of this General Regulation and in absence of outstanding debts for any service rendered to the Exhibitor by the Organizer or by any company connected to the same related to the Trade Fair and/or to other Organizer's fairs, events or initiatives. The Exhibitor may be requested by the Organizer to give evidence of its Chamber of Commerce membership. By signing the Application Form,

Exhibitor and Tax Payer declare to accept this General Regulation and all the additional provisions adopted by the Organizer (including the Fiera Milano S.p.A. Technical Regulations as available on the website [www.fieramilano.it](http://www.fieramilano.it)). Even after acceptance by the Organizer in accordance with article 10 below, the Organizer will have the right to communicate his withdrawal within 15 days as of such acceptance. In this case, the Organizer returns every fee received from the Exhibitor in order to participate to the Trade Fair. The Exhibitor shall not be entitled to claim for any damage for the exercise of the withdrawal right by the Organizer.

## **Art. 7 – Rate and Participation Fee**

### **Art. 7.1**

The participation fee is defined by the Organizer with dedicated rate published on the Site. The rate is defined from edition to edition of the Event by the Organizer according to (i) the participation requests received for the previous editions of the show, (ii) the square meters and the relevant costs of the exhibition spaces made available by Fiera Milano S.p.A., (iii) the need to guarantee to the Exhibitors a wide range of available free areas and high organizational standards as well as (iv) for the purpose of recording a consistent and constant influx of visitors during the days of the Event. Exclusively for the purpose of the above, the Organizer will be free to recognize discounts and/or facilitations to Exhibitors. Likewise, exclusively on the basis of these circumstances, from edition to edition, the Organizer will also be free to grant Exhibitors discounts and/or concessions, also possibly depending on the position of the bare surface assigned to the Exhibitor.

In order to achieve the best realization of the Trade Fair and, in particular, in order to increase, for the exclusive benefit of the Exhibitors, the participation of specialized operators in the reference sector, the Organizer, at its own discretion and expense, and without any obligation towards the Exhibitors, may carry out communication and marketing activities (e.g. media advertising, sponsorships, events, social marketing etc.) as well as activities of selection and invitation of national and international buyers, influencers and journalists.

Except in the case of sale by the Organizer of pre-fitted modules (i.e. sale of pre-fitted module by the Organizer to specific categories of Exhibitors defined by the same), the participation fee is calculated in proportion to the square meters (+VAT if due) of the bare surface requested and available and it is equal to the amount indicated by the Organizer on the Application Link. The participation fee and the registration fee (see article 8 below) always cover:

- utilization of the exhibit area;
- information plaques with name and stand number of the Exhibitor;
- activation of no. 1 CEE socket 32A / 400V 3P+N+T up to 10 KW of installed power; if an absorption of more than 10 KW is detected from the same socket, Fiera Milano will charge a flat-rate cost of € 200.00 in the final statement.

Activations after the first 32A / 400V 3P+N+E CEE socket, included in the participation fee, will be charged according to Fiera Milano's current price list.

- exhibitor listing in the MICAM "Visitor's Guide" for n. 1 trademark (see Art. 13);
- online Catalogue registration for n. 1 trademark (see Art. 9)
- badges for Exhibitor's personnel (through online registration on the Exhibitor's portal) in a quantity proportional to the surface of the stand
- customizable electronic invitation for clients (invitation for advertising purposes only: in any case, the invited operators must register on the Site);
- technical assistance during the Trade Fair (including setting-up and dismantling phases);
- general surveillance of the pavilion and general fire prevention;
- placement of fire extinguishers in the pavilions to the extent required by law;
- stand cleaning according to article 17, upon delivery of the stand keys to the Fiera Milano S.p.A.'s Customer Service (see art. 17) in case of closed structure;
- municipal single advertising tax (CUP);
- absolves copyright responsibilities deriving from any audio-visual installation in the stands, subject to taxation. This coverage, however, does not include live performances, for which Exhibitors must provide directly with the SIAE offices located in the city. Also included are the royalties due, pursuant to articles 72 and 73 bis of Law 633/1941, to performing artists and recording producers that own the rights on recordings and, on their behalf, SCF - Consorzio Fonografici. Not included, on the other hand, are the royalties owed to performing artists and recording producers pursuant to Article 73 of the aforesaid Law for the diffusion of phonograms and musical videos during fashion shows and DJ sets with or without dancing. Therefore, the

Organizer of such events is requested to contact SCF - Consorzio Fonografici, Via Leone XXIII 14, Milan, to fulfil their obligations under existing laws. Note: "In case of the distribution of audio, video or graphic media or multimedia containing works or original content protected pursuant to Law 633 of April 22, 1941, copyright royalties must first be paid, as well as charges related to the authentication of the media, pursuant to Art. 181 bis of the same law. Unauthorized use of original works, as well as the absence of the SIAE sticker on the aforementioned media, will be punished pursuant to Articles 171 et seq. of law 633/41.

#### Art. 7.2

Without prejudice to art. 7.1 above (i.e. sale of pre-fitted modules by the Organizer to specific categories of Exhibitors defined by the same), the Organizer supplies exclusively bare surface; the set-up of the stand will be completely at the expense of the Exhibitor.

It is possible to request directly to Fiera Milano S.p.A. standard or customized stand solutions through the "Purchase in E-service" section of the Exhibitor's portal. The Exhibitor acknowledges Fiera Milano S.p.A. as the sole responsible party for this service to be contacted for any and all problems linked to it, expressly obliging himself to indemnify and hold harmless the Organizer from any responsibility, damage, cost or expense that the Exhibitor may incur due to non-compliance of Fiera Milano S.p.A. - or third parties from the latter eventually appointed - for the purpose of providing the same.

For the areas "Accessories for shops", "Future of retail", "Professional magazines" and "Emerging Designers", participation in pre-fitted modules provided by the Organizer is foreseen through its own trusted suppliers. The flat rate for an exhibition module in these areas, including the services indicated above, is the one expressly indicated on the Application Link which must be paid in accordance with articles 8 and 11 of this General Regulation.

### **Art. 8 – Subscription fee and advance payment**

#### Art. 8.1

The registration fee - for each Exhibitor (for the first and further stands) - is equal to the sum indicated by the Organizer on the Application Link. When presenting their Application Form, Exhibitors must pay, in addition to said fee, an advance deposit for each square meter of surface requested as indicated by the Organizer on the Application Link. The deposit due for the participation in the "Accessories for shops", "Future of retail" and "Professional magazines" areas is equal to the sum indicated by the Organizer on the Application Link plus the registration fee.

All payments must be made according to the terms and conditions indicated in the Application Form on the dedicated bank account in the name of Fiera Milano S.p.A. responsible for the cash service on behalf of the Organizer. Cash or checks will not be accepted. It is understood that in case of submission of the Application Form pursuant to Article 2 of this General Regulation without the Exhibitor having paid the advance payment in accordance with the terms and conditions indicated in the Application Form, the contract of participation will be resolved ex art. 1456 of the Italian Civil Code with the Organizer's right to act for the recovery of his credit and to propose the previously selected area booked by the Exhibitor in default to other Exhibitors.

The Organizer reserves the right to offset the payments received with any outstanding credits accrued for any service rendered to the Exhibitor by the Organizer or by companies connected to the same and related to the Trade Fair or to other Organizer's fairs, events or initiatives. Payments received by the Organizer will be reimbursed to the Exhibitors may the participation contract not been signed and uploaded on the Application Link. In such cases, the participation contract will not be considered executed and the Exhibitor will not be entitled to attend the Event and/or to receive the relevant requested services.

Cash flow traceability charges: in compliance with current regulation, a dedicated bank account is opened on a non-exclusive basis for payments of public bodies, which details are communicated at the request of the interested parties.

Without prejudice to the Organizer's right not to accept Applications received after the expiration of the deadline set forth under article 2 above, late Applications for any remaining available spaces may be accepted by the Organizer only if transmitted by Exhibitor together with the proof of payment in full of the sums corresponding to the participation fee, the registration fee (if due) and the charges for additional services requested and provided by the Organizer as indicated on the Application Link. It is understood that in any case, if the Application is not accepted, the amounts received by the Organizer will be returned.

## Art 8.2

Without prejudice to the above, foreign Exhibitors shall be exempted from paying VAT only if prior to the completion of the participation procedure through the Application Link, the same have communicated to the secretary office of A.N.C.I. Servizi s.r.l, via email at [info@themicam.com](mailto:info@themicam.com) or through the online Site module "Apply to exhibit", their fiscal ID or VAT number. On the contrary the amounts invoiced to the foreign Exhibitor will be subject to VAT, which will be then due.

## **Art. 9 - Online catalog**

The Online catalog of the MICAM Exhibitors is a service handled by Fiera Milano S.p.A and available through the MICAM Milano Site.

Together with the indication of the Exhibitor position within MICAM halls, the system will include the online publication of the following information: data of each trademark of the Exhibitor – including contact details, logo and product types – if and as indicated by the Exhibitor through the compilation of the Application Link; links to Internet contents related to each trademark (Internet websites of the fashion and footwear segment, videos, official pages of the exhibiting companies on social networks, etc.) indicated by the Exhibitor or searched on the web by Fiera Milano S.p.A.. Fiera Milano shall also be able to propose further customization options through its platforms dedicated to visibility services.

The contact details of Fiera Milano S.p.A. for indicating the Exhibitor's Internet links to be published are the following: ph. +39 02 4997.6822, e-mail: [help@fieramilano.it](mailto:help@fieramilano.it).

Participation to the Trade Fair implies the use of the service and therefore the inclusion of its own trademarks in the Online catalog unless the Exhibitor files a specific opposition in order NOT to appear in the catalog and therefore see diffused its own data. Such an opposition may be filed by sending an e-mail to [themicam@pec.it](mailto:themicam@pec.it) with the express indication in the relevant subject "NO Catalog"; for further information, the Exhibitor is invited to read the information on the processing of personal data available on the Application Link. Without prejudice to the following article 25.2 and notwithstanding that A.N.C.I. Servizi s.r.l. is and will remain the data Controller of the processed personal data, the Exhibitor acknowledges that Fiera Milano S.p.A. is the sole responsible of such service to address for any matter concerning thereto thus undertaking to indemnify and hold harmless the Organizer from any responsibility, damage, cost or expense that the Exhibitor may incur due to non-compliance of Fiera Milano S.p.A. - or of third parties from the latter eventually appointed - for the purpose of providing the same. The cost of the service is included in the registration fee and paid by the Exhibitor in accordance with article 8.1 above regardless of its actual use.

## **Art. 10 - Participation confirmation**

Except in cases of non-payment of the amounts provided for in art. 8 of this General Regulation and/or persistence of unpaid amounts accrued against any service provided to the Exhibitor by the Organizer or by companies connected or affiliated to the latter, also possibly related to other exhibitions, events or initiatives, the Organizer will confirm acceptance of Participation Forms through the Application Link - notice via email with Subject "Stand assignment MICAM Milano" - on which the Organizer will make available the relevant information regarding the participation to the Trade Fair and in particular, the pavilion and stand number, the square meters assigned, the technical layout and the related charges (i.e. participation fee, registration fee -if due- and additional services required with the Application Form). Within the following 6 days after the receipt of the confirmation of acceptance of the Application Form, the Exhibitor may notify the Organizer of any discrepancies with regard to the information made available therein with reference exclusively to the technical layout of the stand and to the charges for participation costs (i.e. participation fee, registration fee, registration fees for additional stands, registration fee for Co-exhibitors, additional catalog entries). After the expiration of such term, without prejudice to ascertained errors made by the Organizer, the Exhibitor will no longer be able to request changes and/or modifications regarding his participation in the Event and/or pretend compensation due to any eventual anomaly attributable to incorrect information of the technical layout of the stand, without prejudice to any additional services that the Exhibitor may request in accordance with the relevant provisions of this General Regulation.

Art. 10a – Stand Assignments and request to modify the reserved area

The assignment and location of the spaces fall within the exclusive competence of the secretary office of MICAM which, to ensure the maximum success of the Trade Fair, carries out

this task according to the following criteria: payment of advance deposit as provided by Art. 8; delivery of the Application Form according to articles 2 and 6 of this General Regulation; square meters requested by the Exhibitor; type and price range of product; space availability. If deemed necessary, the Organizer may change assignment, location and size of the stand for technical or organizational reasons, for a greater success of the Trade Fair or for circumstances beyond their control, up until one day before the period of the stands set-up, at their absolute discretion, without the Exhibitor having any right to indemnity or refund for any reasons and at any title.

Without prejudice to the provisions of article 12 below with reference to requests to reduce the area reserved, the Exhibitor may request changes in the size of the stand assigned by means of a simple email communication to the Organizer. In such cases, the Organizer may discretionarily accept or reject such requests. Organizer's failure to reply within 5 days as from the Exhibitor's request will be considered as Organizer's refusal of such request due to the technical impossibility of reducing the area, it being understood that in such a case Exhibitor will not have any rights towards the Organizer. On the contrary, the Organizer's acceptance of Exhibitor's request will be communicated to the latter by telephone or e-mail. In this case, the Organizer will communicate the details of the modification which will be carried out prior to parties' agreement in relation thereto. The Exhibitor's written request and the agreements reached between the Organizer and the Exhibitor will form an integral and substantial part of the participation contract. In this case, the Organizer will integrate and charge to the Exhibitor the participation fee for the amount corresponding to the requested change (i.e. new area sizes and relevant charges) and return by e-mail to the Exhibitor the Participation Confirmation.

#### Art. 10b - Stand transfer

No transfer, either total or partial, upon payment or otherwise, of allocated stands is allowed and in any case it is forbidden to display any products not indicated through the Application Link, or of another manufacturer, as well as any kind of promotion on behalf of another company except as provided under the above article 4.

In case of non-compliance with these rules, without prejudice to any damages suffered thereto by the Organizer, the latter may, at Exhibitor's risk and expense, remove the goods introduced and exhibited illegally and, at its sole discretion, will be entitled to either close the stand due to the Exhibitor's fault (in such a case the Exhibitor is not entitled to any reimbursements or indemnity whatsoever) or request the Exhibitor to pay a penalty equal to € 1,500.00; in addition the Organizer may also assess the possible exclusion of the company from the subsequent editions of the Trade Fair.

#### **Art. 11 – Terms of payment**

The participation fee (minus the advance deposit specified in Art. 8) and the charges for additional services requested to and furnished by the Organizer must be paid within the terms indicated by the Organizer with the relevant Application link email communication and in case of late Exhibitors (see last paragraph of art. 8.1) within the relevant terms as specifically indicated by the Organizer.

For Exhibitors participating through different Taxpayers payments set forth under article 8 as well as the balance due for the participation and the fees related to the services requested shall be paid and invoiced to the latter rather than to the Exhibitor, with which the Taxpayer shall remain jointly responsible (pursuant to the provisions in the Art. 1292 Civil Code and following).

In order to comply with the obligations, set forth by Article 1, co. 909, Law December 27th 2017 (obligation to issue electronic invoices between individuals as from January 1st 2019), the Italian Exhibitor will take care to communicate to the Organizer its certified e-mail address (PEC) and/or its 7-digit recipient code through the Application Link.

As from January 1, 2011, in accordance with the Legislative Decree no. 8/2010 in application of the EU directive no. 8/2008, foreign Exhibitors liable for taxation are not required any longer to pay the V.A.T. on stand fee and services connected with the show, with the exclusion of non-commercial Companies/authorities and private individuals. In order to identify the type of Exhibitor (Company liable for taxation/non-commercial Company or private individual), before the issuing of the invoice it is essential to receive the information on the V.A.T. number/ID code or other documents proving the status of company and not of private individual.



Foreign Exhibitors who fail to indicate on the application form their own fiscal ID/VAT number shall be considered end user and, as established by current legal provisions, must pay VAT at the prevailing rate.

The declarations of intent of Italian companies (for VAT exemption) must be sent together with the application for participation in the Trade Fair and in any case before issuing the advance and balance invoices, if not previously sent with validity for the current year; otherwise, once the invoice / receipt has been issued, the same cannot subsequently be re-issued in exemption. Likewise, upon sending of the application form, the Exhibitor must indicate any specific information necessary to be indicated on the invoices for the request and obtaining of contributions, it being understood that invoices issued without such information cannot be reissued by the Organizer.

A.N.C.I. Servizi s.r.l. shall issue the final invoices charging them per stand and not per Exhibitor participating in the Exhibition. Payments must be made in euro. Only Exhibitors complying with the above within the terms indicated by the Organizer (i.e. during the application process and/or through relevant communications) will be allowed to access the fairgrounds and will be provided with the requested services.

Payment of services: all services of Fiera Milano S.p.A. requested on the E-service section of the Exhibitor's portal must be paid upon the relevant orders. During the Exhibition the administration of Fiera Milano S.p.A. will provide a statement of all invoices issued for supplementary services remained unpaid in the final balance as well as any other charges. The statements of account will be available through the "Administration" section of the Exhibitor's portal and will have to be settled within the end of the Trade Fair so to obtain the exit pass activation. Payments may be made directly through the Exhibitor's portal (or at the bank branches). Any claims regarding the above indicated charges must be presented before the conclusion of the Fair; afterwards they will not be taken into consideration.

#### **Art. 12 – Right of withdrawal – request of reduction of squared meters**

##### Art. 12.1

The Exhibitor could renounce the participation at MICAM or ask for a reduction of the area for the exhibition previously reserved by sending to the Organizer a registered mail, revealed in advance alternatively by certified email to [themicam@pec.it](mailto:themicam@pec.it) or via ordinary email to [info@themicam.com](mailto:info@themicam.com). The Organizer will confirm the communication of withdrawal or reduction of space by e-mail, indicating to the Exhibitor the deductions agreed pursuant to this article 12.

In both the abovementioned cases, if the communication of renounce or reduction is sent within **December 18, 2023**, the Organizer will retain 25% of the deposit amount owed to cover the administrative costs suffered. In particular: in case of renounce, the sum retained will be calculated on the total amount due as down payment according to art. 8; in case of reduction, the sum retained will be calculated only considering the sum due as down payment for the square meters renounced.

##### Art. 12.2

If the communication of renounce or reduction is sent after the above term, the Organizer will retain as reimbursement the down payment due corresponding to the space left unoccupied (plus the participation fee –if due- in case of total cancellation) provided that the space made available to another applicant could be reallocated.

Instead, if it is not possible to reassign the exhibition area to another applicant, in case of renounce the Exhibitor has to pay the whole sum required for the exhibition area reserved as penalty, including the participation fee –if due- and the cost for the requested services, plus compensation for further damages suffered by the Organizer if occurred; in case of reduction, the Exhibitor has to pay a sum in the amount of the cost of the exhibition area reserved and not re-allocated. In the cases referred to in this article 12.2 the renouncing Exhibitor (i.e. renouncing to the entire assigned exhibition area) will not be entitled to receive any service.

##### Art. 12.3

The penalties set forth under articles 12.1 and 12.2 will be applied also to the Exhibitors which will join in the Trade Fair after the date previously indicated.

Even in case that the subscription of the Exhibitor has been presented and approved by the Organizer after the date above written, in case the Exhibitor does not occupy the stand on the opening day as well as the days of the duration of the exhibition, without sending any formal communication, an additional penalty of euro 1,000.00 for each half day of absence will be

applied. Moreover, the Organizer has the right to obtain the compensation for further damages suffered as stated in Art. 24.

**Art. 13 - Data insertion for MICAM "Visitor's guide" and MICAM Online catalog**

The Organizer, on the basis of the data provided directly by the Exhibitor by filling in the "Data for the catalog" section of the online Application Link (see art. 4.1), without prejudice to article 25.2 below, takes care of the publication of the MICAM "Visitor's guide" (i.e. the synthetic list of brands displayed by the Exhibitors), as well as of its possible reprinting, also in summary or shortened form.

As the data placed in the Visitor's guide and in the Online catalog (art. 9 of this General Regulation) are provided by the Exhibitor, A.N.C.I. Servizi s.r.l. shall not respond of any error or omission; Exhibitors take all responsibility for the information they personally placed in the "Data for the Catalog" section on the Application Link, expressly relieving the Organizer of responsibility for any error. The Exhibitor acknowledges and recognizes that the entry of incomplete data will not allow the proper publication - in whole or in part - of the Exhibitor's data (with the exception of "non-mandatory" data) on the "Visitor's guide" and on the Online catalog and accepts that in such a case it will not be entitled to any partial reimbursement of the registration fee paid pursuant to the preceding article 8.1 or of the amounts paid in relation to additional brands. Any requests for further catalog entries -including the brands of possible Co-exhibitors- may be accepted by the Organizer at the cost indicated on the Application Link.

Any changes in MICAM "Visitor's guide" must be indicated through the Application Link no later than the date indicated within the related email of invitation to participation; after this date any variation requested will be published only in the Online catalog, which can be updated until two days before the beginning of the Trade Fair.

The Organizer disclaims all responsibility for any omissions, incorrect information and descriptions, misprints, and/or publication layout errors relating to the Exhibitor in the "Visitor's guide", in the Online catalog or in any other promotional, informative or service-related publication; in any case, the provisions of art. 34 of this Regulation shall apply.

**Art. 14 - Stand sign**

Each stand will be provided with a sign indicating the related stand number.

**Art. 15 - Set-up and height of stand**

**Art. 15.1**

The Organizer provides only empty stand spaces: the Exhibitors shall take care directly of setting up and furnishing the allocated area thus referring to the related articles of the Technical Regulations. The stand construction projects and certifications must be presented compulsorily to Fiera Milano S.p.A. for approval within the date indicated by the Organizer upon delivery to the Exhibitor of the Application Link. The files of the stand construction projects will have to be uploaded on the Exhibitor's portal under the heading "Enable stand fitters and upload Stand project" according to the Technical Regulations. For the purposes of the electrical connection of the stand, pursuant to the Technical Regulations, the Exhibitor is required to deliver to the Customer service of Fiera Milano S.p.A. copy of the Declaration of Conformity of the electrical system issued exclusively by companies authorized to build electrical systems, equipped with the requirements set forth under the Ministerial Decree no. 37 of 22.01.2008, together with a copy of the registration to the C.C.I.A.A. or to the Italian Provincial Register of artisan businesses as well as self-certification attesting the presence of the mandatory attachments to the Declaration of Conformity as delivered to the Exhibitor and to be signed at the Customer service offices of Fiera Milano S.p.A..

With the exception of special areas set up by the Organizer (ss art. 7), the set-up of the stand will be paid entirely by the Exhibitor. It is possible to request to Fiera Milano S.p.A., directly through the Exhibitor's portal at the section "Purchase in E-service", a pre-fitted standard module or customized stand solutions according to article 7 above.

The Organizer makes available to the Exhibitor, through the communication of Confirmation of participation (art. 10), the Technical Regulations and the document relating to the times scheduled for assembly/disassembly. The Exhibitor acknowledges and accepts that the Organizer may not be held liable in any way whatsoever for any penalties applied by Fiera Milano S.p.A. for Exhibitors' failure to comply with the provisions set forth in the abovementioned documents.

**Art. 15.2**

Stands with perimeter walls higher than 3 meters are not allowed (including any platforms) except for stands within the exhibition area "Everyday" where perimeter walls of maximum 5 meters are allowed (including any platforms).

Graphic-advertising hangings from above are only possible in the exhibition area "Everyday", provided that the upper limit of the sign or banner does not exceed 5 meters from the bottom. Any graphics (applied to the stands or hanging) that are contrary to decency and/or public order and/or morality must be immediately removed and the Organizer will be entitled to compensation for any damage resulting therefrom.

It is strongly recommended to read carefully and forward to the stand builder the document related to the set up/dismantling dates and hours, which will be communicated to the Exhibitors together with the technical stand plan, and to verify that the stand builders are regularly registered on the Exhibitor's portal.

In case the Exhibitors do not upload on the Exhibitor's portal the project with the design of the stand, or alternatively upload it after the date set forth under article 15.1 above and/or that will not respect the instructions provided by Fiera Milano S.p.A. Customer Service, the Organizer has the right to deny the authorization to the access into the stand or, alternatively, has the right to ask the payment as penalty up to a maximum of euro 3,000.00 in case the design of the stand does not comply with the standards requested by the technical plan sent by the Organizer and/or does not comply with the abovementioned guidelines and/or is not properly completed and finished. The perimeter walls, carpet or other floor covering material, the lighting, the furnishings intended for the display of the collections (displays, shelves, etc.) as well as the sign with the brand/brands on display are elements of the set-up. The materials used must comply with the safety regulations in force (as indicated in the Technical Regulations of Fiera Milano). Moreover, the Organizer has the right to ask for compensation for every further damage caused by the violation of the instructions contained in the present article.

The same measures can be applied when the stand is built with features that do not correspond to those of the technical plan uploaded by the Exhibitor on the Exhibitor's portal and approved by Fiera Milano S.p.A. Customer Service including the case of undue occupation of unassigned spaces adjacent to one's own stand, as well as in the case of partial occupation of areas destined for passageway. The abovementioned penalties will be applied also to the Exhibitors joining in the Trade Fair after the date set forth under article 15.1 above and that will not upload their project as soon as they receive the necessary documents by the Organizer.

The Exhibitor acknowledges and accepts that the Organizer may not be held responsible for technical anomalies encountered in the stands set up by the Exhibitors through their own fitters.

#### **Art. 16 - Insurance - Limitation of liability**

16.1 - "All risks" Policy of the Exhibitors (excluding terrorism and sabotage risks)

The Exhibitor/co-Exhibitor must have an "All Risks" policy on the whole value of goods, machinery, equipment and fittings taken into and/or used in the Fiera Milano exhibition centre with a waiver of right to claim compensation towards Fondazione Fiera Milano, Fiera Milano, their subsidiary and associated companies, the Organiser and any third party involved in the organisation of the event.

In case of subrogation from its own insurer, the Exhibitor/co-Exhibitor guarantees to hold the aforementioned subjects harmless.

The Exhibitor/co-Exhibitor, free of charge, has an "All Risks" insurance made available by Fiera Milano S.p.A. with a limit of Euro 25.000,00, to cover all goods, machinery, fixtures, fittings and equipment brought to and/or used at the Exhibition Centre by Exhibitors/co-Exhibitors. Coverage includes the stipulation of 10% insurance exclusion for each claim in the event of theft, with a minimum of Euro 250,00 and doubling this amount for the reports submitted after the closing of the exhibition.

The Exhibitor may integrate the above limit with other policies, which must have the characteristics already indicated in the first paragraph of art. 16.1.

The link to information on the "All Risks" insurance coverage, provided free of charge by Fiera Milano, is available on the Exhibitor's Portal, in the "Manage Documents" – Mandatory Documents – "Insurance section". For further information contact: Marsh S.p.A., Tel. 02 48538909, e-mail: [fiera.milano@marsh.com](mailto:fiera.milano@marsh.com).

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

16.3 Limitation of Liability - The Exhibitor/co-Exhibitor agrees to hold harmless Fiera Milano and the Organizer from any liability for consequential losses, reputational damage, loss of revenues, etc.

Also for any direct loss, since each Exhibitor/co-Exhibitor has in custody/care the reserved exhibition spaces and is responsible for the goods contained therein, the Exhibitor/co-Exhibitor agrees to hold harmless Fiera Milano and the Organizer from any liability, for goods/values covered and/or not covered and/or exceeding from the above mentioned Art. 16.1.

The Exhibitor/co-Exhibitor acknowledges that neither the Organizer nor Fiera Milano shall provide insurance service/policy, or provide any benefit to the extent that the provision of such services or benefit would violate applicable law or expose Fondazione Fiera Milano, Fiera Milano, their subsidiary and associated companies, to any sanction, prohibition or restriction under ONU Security Council Resolutions or under other trade or economic sanctions, laws or regulations. Therefore, the Exhibitor/co-Exhibitor under those restrictions, will not be covered by any insurance policy and release hereby the Organizer, Fondazione Fiera Milano, Fiera Milano, their subsidiary and associated companies, against all liabilities for any harmful event that may be suffered within the Exhibition Centre available / owned / managed by the aforementioned subjects, nor will have any action, claim or request against such Subjects, for the aforementioned events.

#### **Art. 17 - Stand cleaning**

Fiera Milano S.p.A. daily stand cleaning service operates after the closing of the halls, starting from the evening of the trade Fair's eve. In order to allow the cleaning operations of the stand, the Exhibitor is required to leave the spaces destined for the performance of such service and to deliver to the Customer Service Office a copy of the keys of the stand if so necessary.

The service includes the following activities: floor and coatings cleaning, such as for example carpet (please advise that the service of washing and removing of stains or traces is not included); furniture dusting of the stand; waste bins emptying.

Exhibited materials, equipment and products are not included in the service.

Any complaints must be filed by 10.00 am on the following day at the Customer Service offices of Fiera Milano S.p.A..

The Exhibitor acknowledges and accepts that the stand cleaning service is provided directly by Fiera Milano S.p.A. and that any request and/or claim connected thereto will have to be addressed to the latter, being the Organizer not responsible for its performance.

#### **Art. 18 - Damage to stands**

The surfaces assigned and the possible pre-fitted stands must be returned in the same conditions in which they were delivered. Exhibitors shall bear the cost of any damage repair work required.

#### **Art. 19 - General surveillance and custody**

Fiera Milano S.p.A. ensures general surveillance of the halls. During opening hours surveillance of stands is in the care of Exhibitors. Staffers at stands displaying exhibits that may be pilfered easily are advised to be present at their stands punctually at time of opening of halls for Exhibitors and to remain there until closing time. Valuables that may be pilfered easily must be put away in safes or cabinets.

Special services of stand surveillance can be requested to Fiera Milano S.p.A. on a for-payment basis through the "Purchase in E-service" section of the Exhibitor's portal.

Exhibitors acknowledge, take note and accept that the Organizer and Fiera Milano accept no responsibility for goods, materials and anything else left unattended by Exhibitors in the Exhibition Centre.

Likewise, Exhibitors represent, acknowledge and accept that the Organizer and Fiera Milano accept no responsibility for custody and/or for damage and/or theft in relation to vehicles parked inside the Exhibition Centre. Parking is permitted for vehicles with the appropriate sticker only in the parking spaces and during the opening hours of the Exhibition Centre.

#### **Art. 20 - Photographs and videos**

Private individuals, visitors and Exhibitors are not allowed to take photographs or video recordings of the stands (of other Exhibitors) or of the products displayed within them unless they have the appropriate authorisation from the Organizer. The Organizer will do its best to

ensure that this prohibition is complied also through relevant signage and controls at the stands made by its own personnel. The Exhibitor hereby declares and guarantees that the Organizer cannot be held responsible for the violation of such a prohibition by private individuals, visitors and/or Exhibitors and no damages, claim and/or consequence related thereto can be charged to the same.

The Organizer may photograph any stand and use the relative reproductions for insertion in the publications, on the Site or on social networks of the Trade Fair managed by A.N.C.I. Servizi s.r.l, without exposure to any claims for compensation.

**Art. 21 - Sound transmissions and speakers**

All types of sound transmission shall be prohibited. The Organizer and Fiera Milano S.p.A. may utilize the speakers installed in the Fairgrounds for official announcements and in case of emergency.

**Art. 22 - Advertising on MICAM "Visitor's guide"**

The Organizer is responsible for advertising in MICAM "Visitor's guide". Exhibitors only may book advertising space in said publications through the Organizer and/or its suppliers (i.e. the company Edizioni AF) and send the related material no later than the date indicated by the Organizer together with the delivery of the Application Link. The advertisement order must be sent to the Organizer together with the payment receipt. The related invoice will follow. After the above term has elapsed without the Exhibitor having sent the material and/or in the absence of receipt of payment by the Organizer, the advertising service will not be provided. The Organizer, after receiving the advertising material by the Exhibitor, may, at its absolute discretion, refuse to accept it – thus refunding the relevant payment received - and/or ask for modifications. For any form of advertising the Organizer, its suppliers and Fiera Milano S.p.A. decline any and all liability deriving from: the content of the advertising copy; the theft, destruction or damage to the mechanicals; any omissions, erroneous descriptions or printing errors. In this regard, Exhibitor since now represents and warrants that the contents of the advertisements delivered in accordance with this Article 22 do not infringe any third parties' rights. In this respect, the Exhibitor since now undertakes to indemnify and keep the Organizer, its suppliers and Fiera Milano S.p.A. harmless from any responsibility, damage, cost, burden and/or expense that the same should suffer depending on the violation of any third parties' rights.

**Art. 23 - Advertising**

Art. 23a - Promotional-advertising actions in the exhibition centre

Within the exhibition centre, Exhibitors may effect advertising, apart from that within the stands, in any permitted form through the Organizer (or its subcontractors) and/or Fiera Milano S.p.A. (or its subcontractors). Upon request of the service, Exhibitors must simultaneously pay the relevant fee. In case of non-payment, the requested service will not be provided.

The Organizer may reject advertising material the content of which is not suited to the standards of the Fair, at their absolute discretion.

It is absolutely forbidden for Exhibitors to carry out any form of walking advertisement, through the distribution of flyers and/or brochures, of any shape or size, and/or objects or gadgets, either within the trade fair exhibition areas (halls) or in the common areas of same, except at their stand.

Breach of the above shall result in the automatic application of a penalty of euro 1,000.00 and possible exclusion from the next edition of the event.

Art. 23b - CUP

Without prejudice to the participation regulations, the Exhibitor shall pay to the Municipality of Rho the fee established pursuant to Law no. 160 of 27/12/2019.

Following the agreements concluded by Fiera Milano with the Municipality of Rho and in the interest of the exhibiting categories, this fee is established on a lump-sum basis on the basis of the surface area occupied by the Exhibition.

In order to also avoid the onerous procedures that Exhibitors would be required to carry out directly, this tax is included in the participation fee and Fiera Milano will subsequently pay it to the Municipality of Rho.

Art. 23c - Digital advertising

The Exhibitor may request specific digital advertising packages regulated through specific contracts.

#### **Art. 24 - Removal of samples - product sales**

During the course of the event, Exhibitors are obliged to be present at their stand and keep their entire collections on display.

It shall be prohibited to leave the stand and/or to remove samples - totally or partially - before the official end of the show.

Exhibitors are absolutely forbidden from retail selling the products exhibited during the show. Retail sales, early leave, and the premature removal of collections - totally or partially - before the agreed closing time on the last day of the show shall result in the automatic application of a penalty of euro 1,000.00 (as per art. 29). In case of early leave of the stand in one of the days before the last one or in case of lack of occupation of the stand at the opening of the Exhibition it will be applied a penalty of euro 1,000.00 per each half a day of leave and the Organizer will have the right to claim the additional damages suffered. (Furthermore, in case of lack of occupation of the stand at the opening of the Exhibition and on the following days the Exhibitor will be obliged to pay a penalty equal to the entire amount of the participation fee, as per art. 12).

In the event of non-payment of the fine, the Organizer reserves the right not to accept the defaulting party's application for participation in the next edition.

#### **Art. 25 - Industrial and Intellectual Property Right service, compliance and exception to jurisdiction - Consent to the use of industrial and intellectual property rights**

##### **Art. 25.1**

The Organizer reminds Exhibitors that they must comply with the rules for the protection of intellectual and industrial property and fair competition and, in order to encourage compliance with these rules during the Exhibition, has contributed to establish the "Industrial and Intellectual Property Service", independent of the Organizer: the regulation of the said "Industrial and Intellectual Property Service" constitutes an integral part of the Application Form, the execution of which constitutes the obligation to comply with it, under penalty of, in addition to what it is agreed herein, the application of the consequences provided in such regulation, as well as an express derogation from the jurisdiction with reference to the matters governed therein. The text of the Service can be downloaded directly from the Site ("Exhibit" section). It is understood that the Organizer does not assume any responsibility, nor can in any way be held responsible, for the display of products that violate laws and/or decrees and/or regulations and/or directives and/or intellectual and industrial property rights of third parties, as well as for the performance by Exhibitors of any act of unfair competition.

##### **Art. 25.2**

By entering its data for the Online catalog (according to article 9 of this General Regulation) and/or for the Visitor's Guide (art. 13), the Exhibitor does not object to the fact that the Organizer indicates such data, including the trademarks exhibited, contact information, its company logo/s and categories of goods if and as identified by the Exhibitor when filling in the Application Form, without this (i) constituting any relationship between the Organizer and the Exhibitor other than that described in this General Regulation, (ii) constituting an infringement of and/or illegitimate use of the Exhibitor's industrial and intellectual property.

#### **Art. 26 - Waste management and dangerous materials**

The collection, holding, transport and recovery of waste must be carried out in accordance with Legislative Decree no. 152 of 2006 as amended. It is compulsory for the Exhibitor to remove waste from the Exhibition Centre, taking it to the authorised recovery/disposal plants, in accordance with current legislation. Pursuant to the Technical Regulations, the Exhibitor and its representatives are responsible for the correct management of the waste produced inside the assigned exhibition space. It is forbidden for the Exhibitor (or its representatives) to leave waste of any kind inside the exhibition space, either in the assigned space or in the common areas (aisles, roadways, etc.). The Exhibitor or its representatives may remove the waste produced directly or by using the services of professionals authorised to handle waste, registered in the National Register of Environmental Managers, which can be consulted at the following address: <https://www.albonazionalegestoriambientali.it/Public/ElenchiIscritti>.

The prohibition on abandoning waste and the related obligation to manage it correctly shall be construed as referring to all waste and residual materials from the set-up/disassembly work (packaging, materials used such as walls, false ceilings, floor coverings, etc.). Is excluded from this obligation, however, the waste resulting from the cleaning of the stand during the Exhibition, carried out by the companies appointed by FIERA MILANO S.P.A., concerning the

cleaning of the floor, the cleaning of any coverings and the emptying of the stand waste bins. In the case of abandonment of waste in the halls or inside the Fairgrounds, Fiera Milano will apply a penalty up to € 5,000.00, without prejudice to compensation for greater damages, and reserves the right to move away the responsible personnel from the Fairgrounds and to take legal action. The Exhibitor is required to respect all the local regulations in force and in accordance with the provisions of the Regulations governing the collection of solid urban waste, separate collection and urban hygiene services, adopted by the Municipality of Rho - pursuant to art. 198, c.3 of Legislative Decree 152/2006 - during the exhibition the Exhibitor and its staff are required to separate the waste produced, separating it by type and nature in the bins located inside the halls and in the specially equipped outdoor areas. In this way, separate management of the different types of waste can be guaranteed and their recovery in controlled supply chains promoted.

**Art. 27 - Surveillance and Control**

The staff of A.N.C.I. Servizi s.r.l., the competent offices of Fiera Milano S.p.A. and possible third parties (natural or legal persons) appointed by them, each for their respective competence, will monitor and control the compliance with the provisions of this General Regulation.

**Art. 28 - Executive technical provisions**

Additional rules of a technical nature and others of a general nature such as: restrictions; stand preparation; terms for bringing in products to be exhibited; regulation of extra-stand advertising; return of stands, etc. will be communicated by means of the Technical Regulations, which shall therefore form an integral part of this Regulation.

**Art. 29 - Termination for due cause and Sanctions**

The Organizer has the right to early terminate the participation contract with the Exhibitor with immediate effect by sending the latter a communication to such effect upon the occurrence of one of the following events:

- (i) cancellation of the event in accordance with article 30 below,
- (ii) failure of the Exhibitor to comply with the provisions of this Regulation including the obligations under the "Industrial and Intellectual Property Service" regulation.

In case of breach under point (ii) above, the Organizer may apply to the Exhibitor a penalty up to euro 5,000.00 – save the right for the Organizer to claim for any further damages caused by the Exhibitor, unless otherwise provided in this General Regulation. The Organizer however reserves the right not to accept the Exhibitor's application request for the following edition.

**Art. 30 - Postponement and cancellation of the event**

The Organizer has the right to postpone, curtail, extend, temporarily close, partially or completely, or cancel the trade fair, should it be necessary, for reasons beyond its control - in all cases of force majeure including, without limitation, one of the following:

- act of god, governmental act, war, fire, flood, explosion, civil commotion, armed hostilities, act of terrorism, revolution, blockade, embargo, strike, lock-out, sit-in, industrial or trade dispute, adverse weather, disease, risk to public health, accident to or breakdown of plant or machinery, shortage of any material, electricity or other supply, regulatory intervention, general advisory or recommendation of any government (including any government agency or department), regulatory authority or international agency, against travel, exhibitions and/or public gatherings or the Exhibition Centre becomes unavailable and/or unfit for the occupancy and/or use;
- any other circumstance, occurrence or cause arises that makes it in the opinion of the Organizer impossible, impractical or undesirable for the Organizer to hold the Exhibition as initially planned.

In such justifiable, exceptional circumstances, as in all cases of force majeure, exhibitors shall not be entitled to rescind their contract, claim damages nor reduce the participation charges. If the event does not take place for the afore-mentioned reasons, exhibitors may be charged up to 25% of the participation charges to cover general costs. For also covering the costs of the Organizer, the same percentage may also be retained by the latter with reference to each individual additional service where also agreed.

**Art. 31 - Legal jurisdiction**

This Regulation and the corresponding contractual relationship are governed by Italian law. Any dispute on the interpretation of this Regulation and/or to the relationship in force between the Organizer and the Exhibitor, as well as any dispute on the resulting obligations, shall be

first submitted to the arbitration of the Mediation Committee of the Arbitration Board at the Chamber of Commerce of Milan, subject to the joint application of the parties, who henceforth pledge to act in this manner. If this arbitration attempt is not successful, the Court of Milan will have exclusive jurisdiction on the matter. For any issue not expressly considered in this Regulation, we refer to the provisions of the Italian Civil Code. The invalidity of a clause does not diminish the validity of this Regulation and the invalid clause is deemed automatically replaced by the provisions of the Italian Civil Code.

### **Art. 32 – Privacy**

#### **Art. 32.1 - Data processing**

According to EU Regulation 2016/679 (hereinafter "GDPR") and to applicable Italian law on data processing (D. Lgs. 196/03 as amended by D. Lgs. 101/2018), please be informed that A.N.C.I. Servizi s.r.l, as promoter of the Exhibition, is the data Controller. A specific and proper information on the processing of the data conferred by the Exhibitor is provided by the Controller, separately from the present Regulation, through the Application Link. Please be also informed that Fiera Milano S.p.A., in collaboration with its institutional partners, has both the role of data Processor and data Controller with reference to the service provided; as Controller Fiera Milano S.p.a. directly provides the data subjects with its information on data processing to give them awareness of the role held.

In the days prior to entering the Fair, where necessary, all documentation relating to the containment measures provided for in relation to Covid 19 will be delivered to the interested party; on that occasion, therefore, suitable information on the processing of personal data will be provided.

In the role of data Controllers, both A.N.C.I. Servizi s.r.l and Fiera Milano S.p.A. shall perform their tasks autonomously for the execution of their own and exclusive activities and, therefore, each one shall be deemed liable only with reference to the processing carried out independently.

For further information on personal data processing, please refer to the institutional web-pages of MICAM Milano, as well as those of Fiera Milano S.p.A. in relation to the Exhibitor's Portal.

#### **Art. 32.2 - Regulation of business cards**

Should the Exhibitor receive, during the Exhibition, business cards, both paper and electronic, from third parties (for ex. Buyers, blogger, journalists etc. ) in order to establish a working relationship with them and/or keep the relevant contact alive, the same, as data Controller, undertakes to use them in accordance with the provision set forth by the EU Regulation n. 2016/679 and by D. Lgs 196/03 as amended by D. Lgs 101/2018, only for activities not requiring a specific consent and resulting in: management, organization, storage, processing, use, communication to the members of the company and/or Processors specifically appointed, destruction and modification as the result of the reporting of the Data subject, consultation, communication though soft spam of some activities linked to the activities performed during the Exhibition. The Exhibitor may process the data conferred through the business cards only for 12 months, and, as data processing Controller, it shall guarantee to the interested party the rights listed in art. from 15 to 22 of the EU Regulation n. 2016/2016. The interested party shall be informed of the above and, by conferring its contact information, will agree to data processing performed by the Exhibitor in accordance with the above, through clear affirmative action in accordance with art. 4 paragraph 11 of the EU Regulation n. 2016/679 (legal basis: article 6 paragraph 1 letter a). The above is without prejudice to the right of the Exhibitor to provide its own informative on data processing for the Exhibition, issued also to collect consents for the processing that it wants to carry out on the data conferred.

#### **Art. 32.3 - Photographs and video recordings**

The Organizer points out that the exhibition is open to the public for such operators performing their activity in the sector indicated in the Regulation, therefore all the provisions regarding the execution of photographs and videos performed in places/events open to the public are reserved; the Organizer also recalls that directly or through appointed professionals, the same takes photos and/or video recordings during the Exhibition in order to document and/or promote its performance on its website, social channels and trade magazines.

The images and videos used will never be detrimental to the honour and dignity of the person concerned, which grants the Organizer the irrevocable right and permission to use, free of charge and without limits of time and/or space, the Contents in which himself/herself should appear in the context of the Event.



It is obviously understood that, in the event that it is necessary to gather consent in relation to particular hypotheses of treatment, the Data Controller will carry out such activity at the fair, during the event, upon the supply of a proper and specific informative.

#### Art. 32. 4 Assumption of Responsibility for Submission of Personal Data

It is understood that the Legal Representative, by filling in –directly or through its assignees– the entire application form with the indication of all the data requested therein (in case also including those relating to colleagues, employees, collaborators, consultants), will be considered responsible both in relation to the totality of the data conferred and to each and every piece of data, the above also with respect to their correctness and truthfulness as well as the possibility of use and communication of the same for the purposes indicated in the Information included in the Application Link. The Exhibitor will hold the Data Controller harmless from any and all claims that may arise by relieving him/her from any request for direct and/or indirect damages.

### **Art. 33 - Regulation, bans for safety purposes and measures to guarantee personal security in the Exhibition Centre**

#### Art. 33.1

The regulation and prohibitions that Exhibitors must observe and have observed are indicated below: a) smoking is prohibited inside the halls and offices; b) all parties operating in the halls during assembly and disassembly must use safety shoes and a helmet for head protection; c) all entities operating within the trade fair quartier shall be provided with an I.D. and must respect labor legislation with particular reference to relationship between the parties; d) all parties working on behalf of the Exhibitors on contract and subcontract shall provide their staff with ID badges as stated in Articles 18, paragraph 1, lett. u), 21, paragraph 1, lett. c), 26, paragraph 8 of Legislative Decree 81/08.

#### Art. 33.2

Exhibitors represent, recognize and accept that Fiera Milano S.p.A., in observance of the instructions provided by the Public Security Authority, has adopted the infrastructural, organizational and operational measures deemed necessary to guarantee the security of the individuals present for any reason in the Fiera Exhibition Centre.

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

- a) particular means of access to and exit from the Fiera Exhibition Centre (specific entrances/exits or reserved lanes, times, systems for the regulation and control of accesses and flows), which may be differentiated according to user categories;
- b) security checks, which may also be carried out with the aid of fixed or portable equipment or instruments, on people, baggage and personal effects, both upon entry to the Fiera Exhibition Centre and inside it, and, where necessary, upon exit. These checks will be carried out by Fiera Milano S.p.A. staff or by third parties entrusted by Fiera Milano S.p.A. for the purpose. Without prejudice to notification to Law Enforcement Agencies and any measures that may be adopted thereby, users who refuse to undergo checks will be prevented from entering the Fiera Exhibition Centre. If said users are already in the trade fair district, they will be removed immediately. Users invited to undergo a check must guarantee maximum collaboration, so that the check can be carried out as effectively and quickly as possible given the nature of the activity. Following said checks, and without prejudice to notification to Law Enforcement Agencies and any measures that may consequently be adopted thereby, Fiera Milano S.p.A. reserves the right, at its sole discretion, to refuse entry to the trade fair district to suspect individuals or objects, and to immediately remove any suspect individuals already inside the trade fair district; suspect objects must be immediately removed from the trade fair district by and under the responsibility of those in possession of them. Fiera Milano S.p.A. is under no obligation to provide services for the safekeeping of suspect objects;
- c) variations or limits to pedestrian and vehicular routes within the Fiera Exhibition Centre, including the positioning of barriers, Jersey barriers, speed bumps and the like;
- d) forcible removal, at the risk and expense of the owner, of means of transport of work equipment, objects or personal effects deemed suspect or liable to interfere with security checks. The measures in this paragraph are also applicable to all visitors and guests admitted to the trade fair events.

### **Art. 34 – Liability**

The financial liability potentially incurred by the Organizer (only in relation to the services that fall within their competence), irrespective of the nature of the damage reported by the Exhibitor, shall be limited to 20% of the fees actually paid by the Exhibitor, and shall be applicable only upon proving the damage suffered by the Exhibitor.

**Art. 35 - Food and catering services**

Exhibiting companies can apply for Fiera Milano food and catering services on the section "Purchase in E-service" of the Exhibitor's portal and/or by contacting [ristorazione@fieramilano.it](mailto:ristorazione@fieramilano.it) – tel. (+39) 02. 4997.6365/7425/7805 - <https://ristorazione.fieramilano.it/>.

Third party catering companies and exhibitors who wish to offer food and drink to their guests of their own accord can purchase passes for access and resupply when submitting the necessary documentation.

The procedure is available on the "Manage Documents" - Mandatory documents section of the Exhibitor's portal and in the Fiera Milano Technical Regulation.

In accepting this General Regulation, Exhibitors who provide their own catering separately from the services provided by Fiera Milano declare that they are aware of the provisions of the Italian Prime Ministerial Decree dtd. 17 May 2020 and its amendments and agree to observe its requirements.

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