

## GENERAL TERMS AND CONDITIONS FOR PARTICIPATION IN EVENTS

The following general terms and conditions regulate the contractual relationships between Fiera Bolzano Spa (“Fiera Bolzano” as well) and all parties who intend to participate in trade show, exhibitions, conferences and other information and training events of Fiera Bolzano on the Bolzano trade show premises, piazza Fiera 1, and in every other location of a Fiera Bolzano exhibition.

### 1. Description and purpose

Fiera Bolzano holds trade show as well as exhibitions, conferences, trade shows and other information and training events annually in the interests of domestic and foreign producers and consumers. The aim of these events is to present products from agriculture, industry and crafts to the public and to support the exchange of commercial ideas and experience on the international and international level.

These provisions apply to all trade show events organized by Fiera Bolzano.

The parties expressly acknowledge that these general terms and conditions are an essential element of the confirmation of participation and are therefore an integral and fundamental component of it.

### 2. Use of trade show and exhibition spaces

Fiera Bolzano grants the exhibitor the right to use the spaces shown in the trade show plan in the condition they are in at the time of signature by the parties. The trade show plan will be attached after signature of the confirmation of participation. Fiera Bolzano reserves the right, to change or switch the position for the assigned exhibition spaces (Art. 13 Assigned exhibition spaces).

The exhibitor may not exhibit any products other than those stated in the application form and approved by Fiera Bolzano. Assignment of the exhibition space and stands to third parties is prohibited.

### 3. Participants

Italian and foreign producers are permitted to participate in the events of Fiera Bolzano as well as their representatives, dealers or agents, also institutions, consortia or other professional or producer groups determined in each case by Fiera Bolzano.

Applications for participation in the events of Fiera Bolzano must be addressed by e-mail or certified e-mail (to: [fieramesse.bz@pec.it](mailto:fieramesse.bz@pec.it)) or by on-line application form stating the desired exhibition space, the represented businesses/individual companies and the products to be exhibited.

Fiera Bolzano shall be entitled to reject participation by an applicant without stating reasons.

Fiera Bolzano may also contact companies directly and extend an invitation to participate.

### 4. Registration

If the application for participation is approved, Fiera Bolzano shall send the business/company, by e-mail or an equivalent method of communication, the offer, cost estimation, trade show plan, confirmation of participation and the forms with catalogue data as well as access data for the ODOO platform. These terms and conditions are available in the internet page [www.fierabolzano.it/site/en/general-terms-for-participation.htm](http://www.fierabolzano.it/site/en/general-terms-for-participation.htm).

To confirm participation the applicant must return the confirmation of participation and the forms with the catalogue data correctly, completed and signed, by e-mail or by on-line application form within the date reported in the offer.

The proof of payment for the deposit stated in the offer must also be concluded.

The signed participation contract applies exclusively to the event stated therein, irrespective of changes to the general program of Fiera Bolzano and changes to the specific program associated with the event.

Sending the signed confirmation of participation and the signed offer counts as acceptance and shall be binding for the applicant.

## 5. Duration of use - contractual penalty

The exhibition spaces are available to the exhibitor only for the setting up and dismantling times stated in the ODOO platform or in the service handbook as well as the period of the exhibition. Clearance of the areas must be completed at the latest by the time stated there.

If the above-mentioned deadlines are not complied with, even for parts of the area transferred for use, the exhibitor shall be required to pay Fiera Bolzano for each day of delay or part thereof a contractual penalty amounting to €100 per square meter.

Exhibition spaces not occupied when the trade show opens shall be deemed to be abandoned by the exhibitor and shall be freely available to Fiera Bolzano

## 6. Times of use for spaces and services of the trade show.

Fiera Bolzano shall notify the opening and closing times of the event as well as the duration of it and reserves the right to change them at any time without entitling the exhibitor to withdraw from the contract and/or to terminate it and/or to assert compensation claims.

## 7. Remuneration

For the temporary use of the spaces stated in the confirmation of participation the exhibitor shall pay Fiera Bolzano the fee stated therein in accordance with the conditions and deadlines specified there.

A requirement for occupation of the assigned spaces is full payment of the amount due within the times agreed in the confirmation of participation and in these general terms and conditions. If payment is not made punctually, this shall count as relinquishment and shall entitle Fiera Bolzano to have free disposal of the relevant spaces.

If the exhibition cannot take place for reasons for which Fiera Bolzano is not responsible, Fiera Bolzano shall only be required to reimburse the amounts paid without interest and/or losses exceeding this.

Every exhibitor/co-exhibitor will be charged the registration fee stated in the offer in accordance with the provisions in Art. 4. The participation fee also includes entry of the exhibiting companies in the official trade show catalogue. After expiry of the payment period for the amount due, the penalty interest will be charged in accordance with legislative decree No. 231 dated 9 October 2002.

The organizer shall be required to pay the agreed fee, irrespective of the existence of any objections or legal disputes relating to the contract.

## 8. Provision of services

Fiera Bolzano shall provide the exhibitor's individual stands, within the bounds of the enclosures and the agreements made in the confirmation of participation, with power, water as well as telephone, internet and TV connections; provision shall be effected at the tariff stated on the ODOO platform or in the service handbook to which the exhibitor has agreed.

The exhibitor's corresponding application for provision must be received by Fiera Bolzano within a period of 10 (ten) days before the start of the event.

With installation of the electrical equipment at the individual stands the exhibitor shall be required, under their own direct responsibility, to ensure compliance with the prevailing safety standards and to refrain from altering the existing systems arbitrarily. If none of the technical facilities ordered by the exhibitor are available in the areas assigned to the exhibitor, the exhibitor may – provided this is not hindered by any particular technical reasons – have junctions from the normal cables placed by the staff of Fiera Bolzano at the cost of the exhibitor.

In the case of non-compliance with safety regulations and breaches of these contractual terms and conditions, Fiera Bolzano shall be entitled:

- a. to interrupt provision of the services; this shall not affect the right to collect the amounts due from the exhibitor for services already taken up;

- b. to charge the exhibitor a contractual penalty amounting to 50% of the service as stated on the ODOO platform or in the service handbook.

The cancellation of ordered ancillary services must be communicated before the service is provided.

## 9. Use of trade show spaces

The exhibitor undertakes to use the space provided by Fiera Bolzano with great care. Misuse of the spaces made available is not necessarily constituted only when damage occurs. It is also constituted by any conduct that is detrimental to the interests and spaces of Fiera Bolzano.

The exhibition spaces shall be provided to the exhibitors with a brief period of advance notice stated on the ODOO platform or in the service handbook.

The exhibition spaces shall be provided with or without stand fittings. Additional or individual equipment must be requested separately and within the periods specified by Fiera Bolzano on the ODOO platform or in the service handbook. In respect of the fittings for areas and stands, the terms and conditions stated in the technical guidelines published on the website [www.fierabolzano.it](http://www.fierabolzano.it) and which are available on request must be complied with.

Participants must clean the assigned spaces on a daily basis at times specified by Fiera Bolzano, either by their own staff or by cleaning companies authorized by Fiera Bolzano. If cleaning is not carried out carefully and on a daily basis, Fiera Bolzano shall carry out standard cleaning with their own staff and shall charge the associated costs to the exhibitor.

The exhibitor must return to spaces used within the agreed periods with no persons and/or objects in the spaces, in the condition and quality as at the time when it was taken over and fully cleaned.

If exhibition spaces are not returned in the above-mentioned condition, Fiera Bolzano shall be entitled, at the cost of the exhibitor, to arrange removal of objects and cleaning of the spaces; this shall not affect the right to claim compensation. Within 30 (thirty) days after the end of the event Fiera Bolzano may dispose of goods/furniture/objects left on the trade show premises at the exhibitor's expense without prior notice.

The exhibitor may only remove goods and dismantle stands during the times specified by Fiera Bolzano and stated on the ODOO platform or in the service handbook.

## 10. Right of retention

By registering for the event the exhibitor grants Fiera Bolzano the right to retain the exhibited goods as well as the stand fittings and equipment as a guarantee for any payments due, as well as the priority right to the same objects in accordance with Art. 2764 of the Italian civil code.

During the event the removal of trade show exhibits or material of any kind from the trade show premises is permissible only after the issue of a good-out document by Fiera Bolzano.

## 11. Product category and material for stand fittings

The product category of the event corresponds to the category stated in the forms for the catalogue data. The exhibitor shall be responsible for products that do not correspond to the stated category.

Fiera Bolzano accepts no responsibility for the exhibited products, either with regard to disputed issues relating to competition between exhibitors and untrue information stated by them or for manufacturing defects and/or product malfunctions.

Processing on site is prohibited, with the exception of installation of structures that are already prepared and completed. No nails, screws etc. may be affixed to walls, doors or floors.

## 12. Insurance and liability under civil law for damage and theft

The exhibitor is required to take out third party liability insurance to cover all risks of liability under civil law for damage and/or theft associated with these stand or the activity of it during an exhibition organized by Fiera Bolzano, with an upper liability limit of at least EUR 5 million per loss-entailing event.

The insurance policy must expressly include liability for fire damage caused to Fiera Bolzano, other exhibitors or third parties by Fiera Bolzano.

Furthermore, the exhibitor must guarantee that all materials and equipment used by the exhibitors are insured against risks including fire and theft.

This insurance policy must also include a clause that excludes recourse to third parties and to Fiera Bolzano.

The exhibitor expressly accepts liability for all loss or damage suffered by Fiera Bolzano or third parties relating to objects directly or indirectly attributable to the exhibitor which, for whatever reasons, are not covered by the insurance taken out by the exhibitor.

### **13. Assigned exhibition spaces**

Fiera Bolzano shall divide the exhibition spaces at their own discretion into sectors and shall allocate them to the participants in accordance with the general trade show plan; the assigned spaces shall be indicated in the participation offer.

Fiera Bolzano reserves the right, on the basis of their own essential needs, to change or switch the division of sectors for the assigned spaces, without this giving entitlement to the exhibitor to withdraw from the participation contract or to demand compensation.

In the case of a switch of location or a decrease of the exhibition space, Fiera Bolzano shall only refund the difference relative to any higher amount already paid.

### **14. Advertising**

All forms of publicity and advertising inside and outside the premises in which an exhibition of Fiera Bolzano is taking place shall be possible only in accordance with the terms and conditions of Fiera Bolzano.

The exhibitor may only advertise within their own exhibition space and exclusively for their own company and for the companies stated in the confirmation of participation and in the catalogue data. Advertising and publicity measures outside of the assigned areas and stands require approval from Fiera Bolzano and shall be chargeable in all cases.

Advertising boards may be transferred or even removed on account of special technical, operational or other requirements of Fiera Bolzano.

### **15. Prohibitions**

The following are prohibited for the exhibitor in the absence of express written consent from Fiera Bolzano:

- a) assignment – even partially or free of charge – of the exhibition spaces as well as subletting;
- b) exhibiting of products or services not stated in the confirmation of participation;
- c) access to the premises of Fiera Bolzano outside the opening times;
- d) dissemination of political or religious content in any form;
- e) provision of food or drink for money without the required approvals;
- f) storage or use of gas bottles and other gas containers, including distribution of helium balloons or the filling or storage of tanks with propellants or fuel, tanks or kettles or other containers for operation of machines, unless there is express consent from Fiera Bolzano;
- g) the exhibiting of machines in operation; however, Fiera Bolzano reserves the right to approve such a presentation as well as the conducting of other experiments insofar as this does not represent any danger or disturbance to other participants or the public;
- h) lighting fires, introduction of explosives or explosive substances as well as hazardous substances or materials that could cause damage or annoyance;
- i) the reproduction, including photographic reproduction, of overviews, details, exhibits and exhibited procedures;
- j) creation of noise of any type as well as music that could disturb other participants or visitors;

- k) placement of loads on hall structures, walls, columns etc. as well as placement of placards, cables, panels and adhesive banners unless expressly authorized in writing by the Technical Department.

#### **16. Further prohibitions**

The approach to the trade show premises is regulated by the technical guidelines for the event which may be downloaded from the website of Fiera Bolzano and/or from the ODOO platform.

Publications of any type that contravene the program of Fiera Bolzano or which breach their rights are prohibited. Fiera Bolzano claims the brand of the individual events contained in the official trade show calendars of Fiera Bolzano as well as the name Fiera Bolzano as their exclusive property. In the case of contraventions of the provisions of articles 15-16 Fiera Bolzano reserves the right:

- a) to assert claims for compensation for loss or damage incurred directly or indirectly by persons or objects;
- b) to withdraw all free tickets for visits to the trade show;
- c) to demand a contractual penalty amounting to 50% of the overall fee that is due for the exhibitor's participation in the event;
- d) to block the areas on a temporary basis, whereby the exhibitor shall have no claim for compensation;
- e) to clear the areas and assign them to third parties, without refunding amounts paid and without compensation for the exhibitor.

#### **17. Right of withdrawal**

The exhibitor may withdraw from the contract in accordance with the conditions below by sending Fiera Bolzano written notice by registered letter with acknowledgement of receipt, certified e-mail or an equivalent method of communication.

If the withdrawal occurs up to 90 (ninety) days before the start of the event, a cancellation charge amounting to 30% of the agreed price with a maximum of EUR 2,000 shall be due; for this purpose Fiera Bolzano is entitled to retain the amount received from the exhibitor up to the amount of the cancellation fee.

If the withdrawal occurs less than 90 (ninety) days before the start of the event, a cancellation charge amounting to the whole of the agreed amount shall be due; in this case too Fiera Bolzano may retain the amount already paid by the exhibitor for this purpose; the exhibitor shall be required to pay the remaining amount within 10 days after notification of withdrawal.

#### **18. Non-fulfilment**

The parties acknowledge and expressly agree that Fiera Bolzano is entitled to suspend all services, activities or performances rendered or carried out in advance or during and/or in connection with the event insofar as the exhibitor fails to fulfil the obligations, correctly and immediately and at their own expense, for which they are responsible on the basis of this contract and which are stated in the confirmation of participation.

Fiera Bolzano shall inform the exhibitor about this before the interruption and shall request the exhibitor to fulfil their above-mentioned obligations; this may be effected by simple e-mail.

#### **19. Expressly agreed cancellation clause**

In the case of non-compliance with Articles 8, 9, 12, 14, 15, 16 and 24 the contract concluded between the organizer and Fiera Bolzano shall count as cancelled by notice in accordance with Art. 1456 of the Italian civil code; notice of cancellation shall be sent by registered letter with acknowledgement of receipt, certified e-mail or an equivalent method of communication. In this case the whole agreed amount shall be due to Fiera Bolzano in any case; further compensation claims shall remain unaffected.

#### **20. Transport**

The handling of trade show goods for transport, rail, customs etc. may only be carried out by the official carrier of Fiera Bolzano and shall take place under the conditions and the tariffs of the official carrier.

Furthermore, the exhibitor may receive approval to carry out transport with their own means insofar as the relevant

regulations of Fiera Bolzano are complied with and the guarantees required for the particular case are provided.

## **21. Catalogue**

Fiera Bolzano produces the official exhibitor catalogue which incorporates all exhibitors who have signed the confirmation of participation as well as the forms with the catalogue data within the respective period prescribed for the individual events.

The official catalogue of the event shows the information that Fiera Bolzano has received before the official closing date from the exhibitors. Fiera Bolzano is not responsible for the information listed and will not compensate for erroneous or incomplete data.

The tariffs stated on the ODOO platform or in the service handbook apply for inserts or advertisements printed in bold.

## **22. Entry**

The trade show opening times for each individual event, both for visitors and for participants/exhibitors, are established annually and are available to participants in due course on the official website [www.fierabolzano.it](http://www.fierabolzano.it) - [www.messebozen.it](http://www.messebozen.it). Fiera Bolzano shall be entitled to change the opening times at their discretion even after the start of the event.

Entry will be granted by the control staff after production of an entry ticket or a personal trade show ID issued by the organizer or a temporary permit issued by Fiera Bolzano.

Fiera Bolzano shall issue each individual exhibitor with a specific number of free tickets on the basis of the information on the ODOO platform or in the service handbook in accordance with the stand size. A requirement for issuing free tickets is full payment of the fee for all booked areas.

Entry passes or reduced entry tickets must not be sold on to third parties or loaned.

## **23. General conditions**

The exhibitor undertakes to keep their stand open and manned during visiting times.

Complaints of any type relating to the organization of events and the running of them shall only be considered if they are received by registered letter or e-mail to [info@fierabolzano.it](mailto:info@fierabolzano.it) - [info@messebozen.it](mailto:info@messebozen.it) by the final day of the event at the latest. Decisions taken by Fiera Bolzano in this connection are final and uncontestable.

The only authoritative obligations are those undertaken by the legal representatives of Fiera Bolzano or by the director, or executive employees of Fiera Bolzano insofar as they have been properly appointed in writing by the former.

Fiera Bolzano reserves the right to establish on-site additional rules and regulations to manage the various events and the associated services in detail. These provisions shall apply in the same way as these exhibition regulations.

The exhibitor declares with full effect that the headquarters of Fiera Bolzano at piazza Fiera 1 - 39100 Bolzano is their legal office.

The control staff of Fiera Bolzano are authorized to carry out vehicle checks at any time. If a vehicle check is refused, the vehicles must not enter the trade show premises.

## **24. Accident prevention and safety regulations**

During the stand construction and during the setting up of the stand the exhibitors are required to comply with the provisions of legislative decree No. 81/2008, as amended, for safety at the workplace. Exhibitors must pay all associated costs.

Exhibitors are responsible in their capacity as employers for carrying out all measures for accident prevention so that works are carried out under the safest possible conditions. If the exhibitor does not carry out these measures, they must inform the companies engaged by them accordingly and require them to carry out these works in compliance with the law. The exhibitor is also required to comply with all general hygiene and environmental regulations as well as all laws, ordinances and regulations relating to public safety.



## 25. Data Protection

This article describes in detail how Fiera Bolzano processes exhibitors' data and provides the information required in accordance with Art. 13 of Regulation (EU) 2016/679 concerning the processing of company data and personal data of the proprietor and/or the legal representative of the company *pro tempore*.

### *Purpose of processing and the requirement to provide data*

Fiera Bolzano collects and uses your general data (e.g. first name, surname, tax number, address etc.) exclusively for the purpose of managing the business relationships between the parties and for fulfilment of obligations arising from Italian and EU law. More specifically, your data is used to manage the activities in connection with the event in which you intend to participate. Provision of this data and consent for processing are essential; if consent is declined, this may mean that the requested service cannot be rendered.

### *The controller*

For fulfilment of the obligations undertaken within the framework of the business relationships between the parties (see the heading "Purpose of processing and the requirement to provide data"), it may be necessary to incorporate agencies with which we cooperate; these agencies which have received a formal contract from us and are therefore appointed as "data processors" are consultants, freelance operators and companies which provide staff for management of the services associated with the event etc. We undertake only to disclose to the data processor the data required to carry out the service, whereby we make the data anonymous as far as possible. You will find a list of the agencies that cooperate with us in the appendix to the directory of the processing activities of Fiera Bolzano where you will find the relevant information.

### *Disclosure, dissemination and transfer of personal data to third countries or international organizations*

In order to carry out the service ("Purpose of processing and the requirement to provide data") we may disclose your data to legal or tax consultants, transport companies, banks, group companies, parent companies or subsidiary companies. Transfer of this data is essential and refusal to grant consent will make it impossible for Fiera Bolzano to render the requested service.

Your data will not be disclosed to third countries or international organizations outside of the European Union. The data you provide will not be disclosed to third parties without your express prior consent.

### *Marketing*

The data you transfer may be used by us for marketing purposes; this includes, amongst other things, the following activities such as dispatch of advertising material (newsletters, prospectuses, subject-specific e-mails etc.) and informational material, whereby consumer surveys etc. relating to our products and / or services will only be carried out after your express and voluntary consent has been granted; the absence of such consent will have no consequences for provision of the actual service.

### *Dissemination methods, automated decisions and period of storage*

Your data may be processed on paper and also electronically, in compliance with the technical and organizational security measures required by Regulation (EU) 2016/679 for protection of personal data (General Data Protection Regulation). It will not be processed with the help of procedures for automated decisions.

Information relating to you will be stored for the entire duration of the business relationship between the parties, and in any case for the preservation periods prescribed by civil law, accounting or in tax law which may exceed the period of the business relationship.

### *Rights of the data subject and complaints lodged with the data protection officer*

You have the right at any time to receive information about your personal data as well as the right to rectification or erasure or restriction of processing of such data; you also have the right to object to processing of the data and to transfer the above-mentioned data to another controller. You are also entitled to lodge a complaint with the national regulatory authority if you consider that your data has been processed illegally.

### *Information about the controller and the data protection officer*

The controller is Fiera Bolzano Spa with headquarters at 39100 Bolzano (BZ), piazza Fiera 1. The data protection

officer (DPO) has also appointed a data protection officer with the company Effizient S.r.l. with headquarters at Via Siemens 29 and a principal place of business at Via Galvani 6/A, 39100 Bolzano.

In order to exercise the above-mentioned legal rights, you may contact the controller at the place of business or on the telephone number 0471/516000 or the data protection officer at his place of business or on telephone number 0471/053533 or in writing using the e-mail address [dpo@fierabolzano.it](mailto:dpo@fierabolzano.it).

## **26. Applicable law and place of jurisdiction**

The contract relating to the temporary use and the associated general terms and conditions are subject to Italian law. The district court in Bolzano will decide on all disputes arising from interpretation of the contract and of the general terms and conditions as well as the validity and implementation. The district court in Bolzano is agreed by the parties as the exclusive place of jurisdiction.

## **27. Equitably amending the contract terms**

If unforeseeable and extraordinary events occur that are beyond Fiera Bolzano's control (including without limitation higher electricity costs, higher commodity prices connected with the services Fiera Bolzano offers, etc.) that impact the balance of the reciprocal services, Fiera Bolzano may unilaterally and equitably amend the contract terms after the contract is signed without entitling the exhibitor to terminate or rescind the contract.

In accordance with and for the purposes of article 1341 and 1342 of the Italian civil code, the exhibitor expressly agrees to accept the conditions in the following clauses and/or articles.

- Art. 5) Duration of use - contractual penalty.
- Art. 6) Times of use for spaces and services of the trade show.
- Art. 7) Remuneration.
- Art. 8) Provision of services.
- Art. 9) Use of trade show spaces.
- Art. 10) Right of retention.
- Art.12) Insurance and liability under civil law for damage and theft.
- Art. 13) Parking places.
- Art. 14) Advertising.
- Art. 15) Prohibitions.
- Art. 16) Further prohibitions.
- Art. 17) Right of withdrawal.
- Art. 18) Non-fulfilment.
- Art. 19 Expressly agreed cancellation clause.
- Art. 23) General conditions.
- Art. 26) Applicable law and place of jurisdiction.
- Art. 27) Equitably amending the contract terms