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27<sup>th</sup> WORLD EXHIBITION FOR WOODWORKING TECHNOLOGY AND COMPONENTS FOR THE FURNITURE INDUSTRY MILAN (ITALY) - FIERAMILANO - FAIRGROUNDS RHO MAY 26/29, 2020



# **GENERAL REGULATIONS**

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## 1. TITLE OF THE EXHIBITION

"Xylexpo 2020" - 27th World exhibition for woodworking technology and components for the furniture industry.

#### 2. ORGANIZATION

CEPRA Srl Unipersonale (hereinafter referred to as CEPRA) - Centro Direzionale Milanofiori, 1<sup>a</sup> Strada, Palazzo F3, 20090 Assago (MI) Italy - organizes, with the technical and administrative assistance of FIERA MILANO Spa, the 27<sup>th</sup> XYLEXPO 2020 (World exhibition for woodworking technology and components for the furniture industry), which will be held from 26 to 29 May 2020 at fieramilano – fairgrounds Rho.

#### 3. PLACE, DATE AND TIMES OF THE EXHIBITION

XYLEXPO 2020 will take place at fieramilano – fairgrounds Rho from 26 to 29 May 2020 inclusive. Opening time for visitors is from 9:30 to 18:30 - continued - from 26 to 29 May 2020. Opening time for exhibitors is from 8:00 to 19:00, every day.

## Entrance is prohibited to anyone under 12 years, even if accompanied.

In case of force majeure or for reasons beyond the control of CEPRA, the date may be changed or XYLEXPO 2020 cancelled; CEPRA cannot be sued for damages in any way.

CEPRA also reserves the unquestionable right to change the times of the show.

## 4. SETUP AND DISMANTLING PERIOD

With regard to periods for setting up and dismantling of the stands, the pavilions are made available to the Exhibitors as specified below:

#### Pavilions 1, 2, 3, 4

- Setup from 19 to 25 May inclusive (including Sunday, May 24th)

- Dismantling from 30 May to 2 June inclusive (including Sunday, 31<sup>st</sup> May).

During setup and dismantling periods the halls will be opened from 7:30 to 18:30.

CEPRA may otherwise dispose of the stands which have not been setup by 12:00 noon on 25 May 2020. In this case the absent Exhibitor is considered as having foregone the stand and will therefore be required to pay the entire participation fee and amounts for services provided and reimburse any direct and indirect damages suffered by CEPRA, as provided by Article 16 of these Regulations.

After the closure of the event, the stands must be vacated by June 2<sup>nd</sup> (the last day for dismantling). Failing that, Fiera Milano Spa and CEPRA assume no responsibility for goods and materials, and anything deposited, and reserves the right to proceed with their removal and storage, without responsibility and at the risk of costs, risk of default. After two months, any unclaimed objects will be disposed of at landfills with costs charged to the Defaulting.

With regard to the days for setup and dismantling, Fiera Milano Spa will prepare a special circular that will be published on line on the website www.xylexpo.com.

#### 5. ADMISSION

Participation is open to Italian and foreign manufacturers of woodworking machinery, tools and accessories, electrical and electronic equipments applicable to the woodworking sector and its derivates, composite materials, machinery and accessories for upholstery, semi-finished products an components for the furniture industry. Institutions, business associations, fair organizers and the technical press are also admitted. Exhibitors may exhibit third party products only if these are needed to complete the construction of their products, in order to make them fully functional. Moreover, with the consent of CEPRA, it will be possible to display production lines composed of individual machines of different exhibitors. Requests for admission must be received not later than **31 October 2019**.

## 6. EXHIBITOR AND CO-EXHIBITOR REGISTRATIONS, ACCEPTANCE AND CONFIRMATION OF REGISTRATION

The final decision regarding the acceptance of the registration is completely up to CEPRA. Even if the request for registration is sent in time, this will not guarantee that it will be accepted or that an area will be made available for the stand. Requests for admission to XYLEXPO 2020 cannot contain reservations or conditions of any kind, while consideration is given, if possible, to requests for positions, close or far, to/from other Exhibitors. The official notification of stand allocation counts as rental contract agreement between the Exhibitor and CEPRA. That document shows the area occupied and the number of the stand. The confirmation is valid only for the Exhibitor named therein.

#### Stands cannot be transferred to third parties without the authorization of CEPRA.

If the Exhibitor hosts other companies and/or brands (Co-exhibitors) timely notice must be given to CEPRA. The Co-exhibitor is required to formalize the registration in good time by forwarding the application form and paying the fee provided for in Article 12 B) of these Regulations, together with a statement from the host Company, on letterhead, signed and stamped, in which it confirms the presence of the Co-exhibitor in the stand reserved. Acceptance of the Co-exhibitor application is decided upon by CEPRA.

Co-exhibitor refers to a company hosted in the Exhibitor's stand with its products and personal trademarks on display. If the Exhibitor hosts companies and/or brands in the stand that are not officially registered with the event, CEPRA will charge the participation fees to the Exhibitor holder of the stand.

#### 7. ADMINISTRATION – ELECTRONIC INVOICE BETWEEN PRIVATE INDIVIDUALS (ONLY FOR ITALIAN EXHIBITORS)

In order to comply with the objections introduced by article 1, co. 909, Law 27 December 2017 (objection from 01/01/20 issuing electronic invoice between private individuals), the Italian Exhibitor will take care to communicate to CEPRA its certified electronic mail address (PEC) and / or its recipient code in seven digits.

## 8. V.A.T. REGULATIONS

From 1 January 2011, according to Legislative Decree No. 18/2010 in accordance with the EU Directive No. 8/2008, <u>foreign Exhibitors subject to taxes</u> are not required to pay VAT on fee and services connected with the event, except for <u>non-taxable persons (e.g. private persons or non commercial companies</u>); to be able to identify the type of customer (taxable/non-taxable) it is essential to receive, before issuing the invoice, information regarding VAT/ID code or other documents proving that the status is company and not private.

It is therefore **<u>absolutely necessary</u>** that applications for participation are received with the above information. Otherwise Fiera Milano Spa, Treasurer of the event, will proceed with issuing invoices subject to Italian VAT.

#### 9. DUTIES OF TRACKING CASH FLOWS

- 9.1 CEPRA, in carrying out the services provided for in these Regulations, is required to comply with all the requirements for traceability of cash flows in Article 3, Law No. 136 of 13 August 2010, and subsequent amendments and additions. In particular, if the Exhibitor is a public entity and/or public corporations and/or in any case considered as "contracting authority" in accordance with subject law, CEPRA:
  - assumes, under penalty of automatic nullity of this contract, all obligations for traceability of cash flows under Article 3 of Law No. 136 dated 13 August 2010, and subsequent amendments and additions – also in relation with its subcontractors in the supply chain of companies in any way affected by the contract;
  - b agrees to use one or more bank or post office accounts, with Banks or at the Poste Italiane Spa, dedicated, even if not exclusively, to the specific public order received;
  - c) agrees to immediately inform the contracting authority and the Prefecture Local Territorial Government Office with jurisdiction, of failure by the counterparty to meet the obligations for traceability of cash flows and to terminate the contractual relationship, including relations with its subcontractors.
- 9.2 The Exhibitor, who is considered a "contracting authority" under said law, must complete the Application Form with the required CIG (Tender Identification Code) and if necessary the PUIC (Project Unique Identifier Code) for the following public investment, under penalty of automatic nullity of the request.
- 9.3 The Exhibitor who is considered a "contracting authority" under said law, may terminate the contractual relationship, pursuant to article 1456 of the Italian Civil Code, should CEPRA violate the obligation under letter b) of paragraph 9.1 and/or generally violate also in its dealings with its contractors and subcontractors in the supply chain interested in any way in the order any requirement for traceability of cash flows under Article 3 of Law No. 136 dated 13 August 2010 as amended.

#### **10. ACCEPTANCE OF REGULATIONS**

By signing the application form, the Exhibitor agrees to participate in the event in the stand that will be assigned, even if the square footage differs from that requested.

Exhibitors and Co-exhibitors, accept the General Regulations, the Technical Regulations and any other additional regulations that may be adopted at any time in the interest of 27<sup>th</sup> XYLEXPO 2020.

## **11. CHANGES TO THE REGULATIONS**

CEPRA reserves the right to establish – also in exception of these General Regulations - rules and provisions deemed appropriate to better regulate the exhibition and related services. These rules and regulations have the same value as these Regulations and are therefore equally binding. In case of non-compliance with the requirements of the General Regulations, the Technical Regulations or rules and regulations issued by specific circulars, CEPRA also reserves the right to implement expulsion measures. In this case the Exhibitor and/or Co-exhibitors are not entitled to any kind of reimbursement or compensation.

## 12. REGISTRATION FEE AND ADVANCE PAYMENT

## A) EXHIBITOR

With the request for admission, the Exhibitor is required to pay **850 Euro** plus V.A.T. (according to the law, if due, as indicated in Art. 8 of the General Regulations) for registration and co-marketing fees.

This fee includes:

- listing in the official catalogue (see Art. 26 of the General Regulations);
- listing in the portal of the event www.xylexpo.com;
- listing on the portal www.expopage.net;
- Mobile App: the catalogue will be viewed also by smartphones, Apple and Android version;
- navigation maps on "on line" catalogue;
- official catalogue (printed version): 1 copy up to 100 sqm., 2 copies over 100 sqm.;
- sign indicating the stand;
- promotional material;
- 1 parking card;
- No. 150 invitation cards for customers, Euro 0.50/each;
- exhibitor passes, depending on the size of the stand, as follows:
  - up to 30 sqm. 4 exhibitors' passes
  - up to 50 sqm. 8 exhibitors' passes
  - up to 70 sqm 10 exhibitors' passes
  - up to 90 sqm. 12 exhibitors' passes
  - up to 100 sqm. 15 exhibitors' passes
  - up to 300 sqm. 30 exhibitors' passes
  - over 300 sqm 70 exhibitors' passes

With the application, the Exhibitor is also required to pay **40 Euro** plus V.A.T. (according to the law, if due, as indicated in Art. 8 of the General Regulations) per sqm. surface, as stand deposit.

#### Requests for admission without the above payments are invalid.

If the request is not accepted, these advances will be returned in full.

## B) CO-EXHIBITOR

With the request for admission, the Co-exhibitor is required to pay **1,000 Euro** plus V.A.T. (according to the law, if due, as indicated in Art. 8 of the General Regulations) for registration and co-marketing fee. This fee includes:

- listing in the official catalogue (see Art. 26 of the General Regulations);
- listing in the portal of the event <u>www.xylexpo.com</u>;
- listing on the portal www.expopage.net;
- Mobile App: the catalogue will be viewed also by smartphones, Apple and Android version;
- navigation maps on "on line" catalogue;
- official catalogue (printed version): 1 copy;
- sign indicating the stand;
- promotional material;
- 1 parking card;
- N 150 invitation cards for customers, Euro 0.50/each;
- 4 exhibitor passes.

## **13. PARTICIPATION AND SERVICES FEE**

Exhibitor may choose to reserve only the raw area (see point A) or also the setup stand (see point B):

## A) RAW AREA

 For registration received by the Secretariat – accompanied by the payment of the registration and co-marketing fee and of the advance payment requires as outline in article 12 of these Regulations – by 30/9/2019 – the participation fee is set considering the following calculation by progressive rates:

- Surface up to 100 sqm. Euro 165/sqm.
- surface from 101 to 300 sqm. Euro 155/sqm.
- surface from 301 to 500 sqm. Euro 145/sqm.
- surface from 501 to 1,000 sqm. Euro 135/sqm.
- more than 1,000 sqm. direct contracting

Up to 100 square meters the cost is increased as follows:

- 15% if the stand has two open sides
- 25% if the stand has three open sides
- 40% if the stand has four open sides

The part of area that exceed 100 sqm. will be calculated with a standard additional charge 10%.

#### Example of calculation:

Stand with a surface of 600 sqm., with 4 open sides

- for the first 100 sqm.:	€ 165/sqm.	+ 40% additional charg	e for 4 open sides	= 231/sqm. x 100 sqm.	= € 23,100
- For the area from 101 to 300 sqm:	€ 155/sqm.	+ 10% unique additiona	I charge for open side:	s = € 170.5 x 200 sqm	= € 34,100
- For the area from 301 to 500 sqm:	€ 145/sqm.	+ 10% unique additiona	I charge foropen sides	= € 159.5 x 200 sqm.	= € 31,900
- For the area from 501 to 600 sqm:	€ 135/sqm.	+ 10% unique additiona	I charge for open side	s = € 148.5 x 100 sqm.	= € 14,850
Total amount due for a stand of 600	sqm., 4 opei	n sides € 103,950 + VA1	, (if due, see Art. 8 Ge	neral Regulations).	

- 2) For registration received by the Secretariat accompanied by the payment of the registration and co-marketing fee and of the advance payment requires as outline in Article 12 of these Regulations after 30/9/2019 the participation fee is set considering the following calculation by progressive rates:
  - surface till 100 sgm. Euro 180/sgm.
  - surface from 101 to 300 sqm. Euro 170/sqm.
  - surface from 301 to 500 sgm. Euro 160/sgm.
  - surface from 501 to 1,000 sgm. Euro 150/sgm.
  - more than 1,000 sqm. direct contracting

Up to 100 square meters the cost is increased as follows:

- 15% if the stand has two open sides
- 25% if the stand has three open sides
- 40% if the stand has four open sides

The part of area that exceed 100 sqm. will be calculated with a standard additional charge 10%.

#### Example of calculation:

Stand with a surface of 600 sqm., with 4 open sides

- for the first 100 sqm.:€ 180/sqm. + 40% additional charge for 4 open sides= 252/sqm. x 100 sqm.= € 25,200- For the area from 101 to 300 sqm:€ 170/sqm. + 10% unique additional charge for open sides= € 187 x 200 sqm= € 37,400- For the area from 301 to 500 sqm:€ 160/sqm. + 10% unique additional charge for open sides= € 176 x 200 sqm= € 35,200- For the area from 501 to 600 sqm:€ 150/sqm. + 10% unique additional charge for open sides= € 165/sqm. x 100 sqm.= € 35,200- For the area from 501 to 600 sqm:€ 150/sqm. + 10% unique additional charge for open sides= € 165/sqm. x 100 sqm.= € 35,200- Total amount due for a stand of 600 sqm., 4 open sides€ 114,300 + VAT (if due, see Art. 8 General Regulations).

## SUMMARY TABLE OF PARTICIPATION RATES (additional charge for free sides of the stand excluded)

	RATES TILL 30/9/2019 - EURO/sqm.	RATES AFTER 30/9/2019 - EURO/sqm.
Up to 100 sqm.	165	180
From 101 to 300 sqm.	155	170
From 301 to 500 sqm.	145	160
From 501 to 1.000 smq.	135	150
More	Direct contracting	Direct contracting

The VAT (22%, if due, see Art. 8 of these Regulations) is not included in the abovementioned participation rates.

N.B. As for the registration date and the application of the relevant rate, the effective date is that in which CEPRA receives the registration and co-marketing fee of Euro 850 and of the advance payment of Euro 40/sqm. (+ VAT, if due, see Art. 8 General Regulations), paid by the Exhibitor.

**Compulsory services fee Euro 7.20 per sqm. + VAT** (according to law, if due, considering what is stated in Art. 8 of these Regulations) for: cleaning of the stand, fire extinguishers provided in accordance with the law, installation of electronic power up to 10 kw, wi-fi in the halls, local publicity taxes and fulfilment of copyrights arising from any audio-visual installations in the stands subject to tax legislation. Also included, in accordance with articles 72 and 73bis of Law 633/1941, are the rights due to performing artists and phonographic producers with rights on recording and on their behalf SCF – Phonographic Consortium.

Raised platform : Euro 90/sqm. + VAT (if due, see Art. 8 of the General Regulations).

## **B) PRE-SET UP STAND**

Exhibitors may also ask for the stand to be set-up using form "E" included in the participation forms.

CEPRA will, through its supplier, set up the stand according to the choice made by the Exhibitor.

The cost of the stand is as follows, depending on the setup typology chosen by the Exhibitor:

- typology "Dublin": Euro 75.00/ sqm. + V.A.T. (according to the law, if due, see Art. 8 of the General Regulations)
- typology "Magic": Euro 80.00/ sqm. + V.A.T. (according to the law, if due, see Art. 8 of the General Regulations)
- typology "Extra": Euro 99.00/ sqm. + V.A.T. (according to the law, if due, see Art. 8 of the General Regulations)

These amounts must be added to the amount due for the registration fee and the raw area.

If the Exhibitor requires a setup stand, form "E" must be returned to CEPRA together with a deposit of Euro 20/ sqm. + V.A.T. (according to the law, if due, see Art. 8 of the General Regulations).

## 14. TERMS OF PAYMENT - STATEMENT PAYMENTS - EXIT PASSES

The invoices referred to in Article 13 (less advance payment referred to in Art. 12) must be paid within 15 days from the date of the invoices themselves. After 2 March 2020 the invoices must be paid at sight. Exhibitors are required to pay the entire exhibition charges together with the registration, if registered at the exhibition after 29.02.2020. **WARNING: Only to the Exhibitors and Co-exhibitors who have paid the balance within the established** 

deadlines will be allowed to enter the Fairgrounds and services will be provided.

Additional services requested using the relevant forms downloaded via the on-line "E-service" platform, whose link is sent to Exhibitors and Co-exhibitors via email by Fiera Milano, must be paid upon presentation of invoices by Fiera Milano Spa. Before leaving the Fair Grounds the Exhibitor and Co-exhibitor must settle any payment indicated the account statement provided by Fiera Milano Spa, which summarizes any outstanding charges. Any objections to the charges set out in the account statement must be submitted within 10 days after closure of the event, after this period claims will no longer be accepted.

The statement of account can be found on the "Easy Service" platform and the remittance of the amount to be paid by the Exhibitor and Co-exhibitor can be carried out directly from the head office by wire transfer or credit card, accessing Easy Service site, at the "Easyservice" digital totems or producing the statement of account at the bank counters operating on the Exhibition premises. The removal of exhibits as well as fitting-up materials and other items belonging to Exhibitors and Co-exhibitors is conditioned by the production of Exhibitors' cards at the gates of the Fairgrounds; said cards will authorize the exit provided that Exhibitors have fulfilled all their contractual obligations towards Fiera Milano Spa and/or CEPRA.

## **15. REDUCTION OF EXHIBITING AREA**

The request to reduce the area must be received by CEPRA in writing.

If an area is reduced after the official stand allocation is issued and no later than 2.12.2019, the Exhibitor must pay the total amount of the participation fee if:

a) the part of the stand space cancelled cannot be assigned to a new Exhibitor;

b) the part of the cancelled stand is assigned, for technical / organizational reasons, to another Exhibitor who has already been reserved a stand or who is already registered with the event.

In any case no requests will be accepted for reductions over 25% of the are reserved.

## **16. CANCELLATION OF PARTICIPATION**

Cancellation requests from exhibitors must be received by CEPRA in writing.

If participation is cancelled before the official stand allocation is issued and no later than 2.12.2019, the Exhibitor is required to pay the registration fee and the advance deposit as compensation.

If participation is cancelled after the official stand allocation is issued, the Exhibitor is required to pay the registration fee and the entire participation charges.

In this case, CEPRA may dispose of the stand and assign it to other exhibitors.

Without prejudice to any major right of CEPRA.

With regard to Co-exhibitors, if cancelled after official notification of stand allocation is issued, the registration fee will be retained.

## **17. ALLOCATION OF EXHBITING AREA**

The stands are allocated by CEPRA on the basis of data provided on the application form, data used only as an indication of the stand required and therefore is not considered as a commitment by CEPRA. The proposed allocation of the exhibiting area is notified to Exhibitors who have regularly paid the stand deposit due for registration starting from November. The areas are divided, to the extent possible, in product group sections, the layout of which can be changed at any time by CEPRA, which reserves the unquestionable right to change, reduce or modify the stands as deemed necessary for the success of the exhibit, without any obligation to compensate the Exhibitor for any reason whatsoever.

If, for technical and organizational reasons, an Exhibitor is assigned an exhibiting area with a privileged position (free sides) although not requested, the increased cost for the open sides referred to in Article 13 of the present General Regulations must be always paid. Within the limits of availability of exhibition space, as part of the product groups of the halls and compatible with the technical-organizational needs of the exhibition, application forms received before **31 October 2019** will receive preference when allocating stands.

Official notification of stand allocation is sent to the Exhibitor after the proposed placement.

After the stand is allocated, the Exhibitor and/or Co-exhibitor receives an e-mail with the credentials to access the "E-service" online shop of Fiera Milano. From the "E-service" portal the Exhibitor/Co-exhibitor can fill in the mandatory documents, upload the set-up project, request any services and access the following tools:

- Pre-accreditation of vehicles to accredit its people and vehicles during mounting and dismantling;
- Exhibitors' entrance passes;
- Maps to view and print the stand plan in scale;
- Account statement invoices to view and print invoices, the account statement and the Exit Pass.

#### **18. STAND FITTING**

#### 18.1 Stand boundaries and enclosures

Exhibitors and Co-exhibitors are required to observe, in addition to the provisions of the Technical Regulations, the following rules for the preparation of stands, which must correspond to the criteria of uniformity. The organization delimit the stands by taping the floor. The Exhibitor and/or Co-exhibitor is required to define the stand bordering with others – with his own means and at his expense - with side partition walls and a backdrop with a maximum height 4.00 meters if bordering along the aisle with other stands, 4.50 meters if within 1 meter from the border with other stands. In order to avoid presentations that are aesthetically unpleasing, all sides of the perimeter walls must be finished and painted. The backs of the walls bordering other stands, whether occupied or not by other exhibitors, shall be painted with in white.

The displays and related facilities must be constructed in a workmanlike manner, in compliance with safety and fire prevention regulations. Furthermore, all specific safety regulations must be observed regarding activities contracted out by the Exhibitor (assembly and dismantling and related activities).

Any text, logos and/or brands may be placed at a maximum height of 5.00 meters.

Trademarks, company logos and advertising materials, if facing neighboring stands, must be mounted on structures at least 1 meter away from the borders, this provision does not apply to products on display.

For truss structures the maximum height allowed is:

- 5 meters upper thread with logos, graphics or commercial images;
- 6 meters upper thread for lighting alone.

On the sides and perimeters bordering with other stands graphics may not be positioned on trusses, unless the structure is placed 1 meter from the border.

An exception and written consent may be requested for the neighbor to be sent to relevant CEPRA and Fiera Milano Spa Customer Service. Any exceptions granted by CEPRA or Fiera Milano Customer Service are always prepared in writing.

The stand sides can be mounted with closed structures with a maximum height of 4.00 meters, along no more than 2/5 of the extent of each front.

The Exhibitor and/or Co-exhibitor are compulsory obliged to submit the set-up project of the stand on the on line "E-service" platform, as per the provisions included in the Technical Regulations of Fiera Milano (section 1.2.2) and as prescribed in these General Regulations for the Exhibit.

#### 18.2 Rules and prohibitions on advertising, competitions and awards

Each member is given the opportunity to hold commercial initiatives inside their stands only for their Company, through promotional and advertising tools that are strictly relevant to the type of products for which the Exhibitor and/or Co-exhibitor have been admitted. Any type of presentation that does not directly concern the product on exhibit, even if carried out after the stand has been set up, is prohibited without the written permission of Fiera Milano Spa.

Any exceptions with regards to displaying vehicles or similar items, even if sponsored by the Exhibitors, can be jointly evaluated and approved by Fiera Milano Spa and CEPRA based however on compliance with safety standards and safeguarding the rights of other Exhibitors and/or Co-exhibitors, in regard to advertising attractions that could alter the nature of the fair aimed at presenting the product on display.

Written consent - if granted - is however subject to payment of a fee which shall be notified by Fiera Milano Spa. Unless otherwise authorized by Fiera Milano Spa, signs for competitions sponsored by organizations, newspapers, weekly magazines or specialized magazines cannot be displayed in the stands. Unless specifically authorized by Fiera Milano Spa, it is forbidden to use walking advertisements in the aisles, the lanes and near the Fairgrounds. CEPRA reserves the right to identify advertising initiatives that can take place in the exhibition halls during the event. If CEPRA intends to identify and implement advertising initiatives as indicated above, these will be agreed upon between CEPRA and the exclusive agent of Fiera Milano Spa. The contents of this article also apply to third parties, official and unofficial suppliers, fitters, companies, institutions and individuals, who for whatever reason wish to advertise or carry out promotional activities inside the Fairgrounds. Failure to comply with the rules, in addition to the faculty of Fiera Milano Spa and CEPRA to proceed with the exclusion from subsequent editions of the exhibition, will involve the application of charges as determined by Fiera Milano Spa and CEPRA.

#### 18.3 Machines in operation

The machines exhibited can be operated without restriction, provided that:

- a) they are installed at a distance of no less than 70 cm from the edge of the aisle, if the machine's control panel is turned towards the aisle itself (otherwise they can be on the border of the aisle);
- b) they do not disturb the neighboring Exhibitor and/or Co-exhibitors and Visitors due to excessive noise, heat, vibration, smell, fumes, etc. In this regard, CEPRA and Fiera Milano Spa have the right to determine, in the case of excessive noise, specific times for machine operation and can also prevent any demonstrations of such equipment if - at their discretion – this can endanger the safety of the Exhibitors and/or Co-exhibitors and/or Visitor, or cause considerable disturbance;
- c) the machines and systems on display may be operated if they meet the applicable European Community Directives concerning machine safety (2006/42/EC and possibly 2014/35/EU, 2014/30/EU, 2014/34/EU and 2014/68/EU). The EC mark must be displayed showing the features as provided by the relevant Directives. The Exhibitor and Co-exhibitor must provide the competent authorities the relevant EC declaration of conformity;
- d) the Exhibitor and/or Co-exhibitor may also display with machines and safety components that do not conform to EC Directives, provided that a visible sign clearly indicates the non-conformity of these machines and that they are not for sale until conformity is obtained (Art. 3, Section 7 of the Legislative Decree No. 17 of 27.1.2010). In the case of demonstration, adequate security measures must be taken for the protection of persons (Directive 2006/42/EC, Art. 6, paragraph 3);
- e) suction systems servicing machines in operation which use materials that can create a potentially explosive atmosphere can be operated only if they meet the applicable European Community Directives concerning machine safety (2006/42/EC, 2014/34/EU and possibly 2014/35/EU and 2014/68/EU). The EC mark must be displayed showing the features as provided by the relevant Directives.
- The Exhibitor must provide the competent authorities the relevant EC declaration of conformity;
- f) requirements for the presentation and operation of machines cabins painting systems according to the Legislative Decree 81/2008 and subsequent amendments and additions:
  - 1) systems-cabins for painting with solvents and/or flammable products (even if simply alcohol-based) cannot operate inside the pavilions, except as described in section 2b).
  - 2) The following can be position and operated inside the pavilions:
    - 2a) systems-cabin for painting with water-based and/or non-flammable products, provided that a suitable exhaust chimney it is properly planned and implemented to expel fumes outside, the feasibility which must be verified with Fiera Milano Spa, after capturing and eliminating pollutants from processing. A closed loop systems with air treatment through filters, are permitted only upon presentation of a certificate issued by an organization that recognizes the effectiveness of the filtering system;
    - 2b) machinery and/or equipment for painting, notwithstanding point 1)
      - Under the following additional security conditions:
      - It is excluded that the work process forms explosive mixtures and concentrations with values above and referred to in Title IX of Legislative Decree 81/2008 as amended;
      - machinery and/or equipment is kept under vacuum by installing and operating suitable aspiration and expulsion systems (fireplaces) that expel the air, the feasibility of which must be verified with Fiera Milano Spa, after capturing and reduce pollutants from processing. Any closed loop systems that treat air by means of filters, are only permitted upon presentation of a certificate issued by an organization that recognizes the effectiveness of the filtering system;
      - systems and electrical equipment are in compliance with section 3.4 "Technical and Safety Standards " of the Technical Regulations of Fiera Milano Spa;
      - the maximum quantity of paint deposited in the stand must not exceed 10 liters. and its flash point must correspond to category C (Ministerial Decree of 31/07/1934). Paint containers must be regulatory and clearly indicate the name and the level of danger of the contents. These containers, no larger than 10 liters, but not exceeding the daily requirement, as provided in the Technical Regulations under point 2.5 letter f, must be kept in special metal cabinets marked "FLAMMABLE". Additional quantities for consumption during the entire show can be stored in external deposits provided by Fiera Milano Spa;

- in the stand near the machinery and/or equipment a sign must be placed clearly indicating "NO SMOKING" and suitable extinguishers provided;
- 2c) the Exhibitor and/or Co-exhibitor must complete the section on the presence of chemicals in E-Service "Documents Required".

Machinery, equipment, tools and installations can be controlled in the stand at any time (even before the Exhibition opens), by the specially established Security Service.

Any findings are communicated to the Exhibitor and Co-exhibitor who, after immediately stopping the machine, must proceed with implementing the requirements.

Protective devices may be temporarily removed from the machines only to demonstrate to visitors the setup of protected parts and, in any case, with the machine stopped; protective devices must however be visibly placed in the immediate vicinity of the respective machines.

The Security Service has the right to prevent the operation of machines that - in its opinion - could compromise the safety of Exhibitors, the Co-exhibitors and visitors or cause them harm or disturbance.

#### 18.4 Waste management

The Exhibitor/Co-exhibitor is obliged to remove waste from the exhibition centre on a daily basis and to dispose of it in accordance with current legislation.

In accordance with the Technical Regulations, the Exhibitor/Co-exhibitor and its representatives are jointly and severally liable for the correct disposal of the waste produced inside the exhibition area and in the assigned exhibition space. It is forbidden for the Exhibitor/Co-exhibitor (or its representatives) to dump any kind of waste inside the exhibition areas, both in the assigned space and in the common areas (aisles, roads, etc.).

The ban on the dumping of waste and the related obligation to properly manage/dispose of the same should be understood as referring to all waste materials and materials resulting from fitting/dismantling work (packaging, materials used such as walls, false ceilings, floor coverings, etc.).

In case of waste dumping in the pavilions or inside the venue, Fiera Milano Spa will apply a sanction of Euro 5,000 without prejudice to compensation for further damage, and reserves the right to remove the responsible personnel from the area and to bring legal proceedings against them.

#### **19. OCCUPATIONAL SAFETY**

Each Exhibitor/Co-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 and/or Co-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 Spa 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, in the link to the event, in the section "Exhibitors - Technical Information" 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/Co-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/Co-exhibitor itself.

For the purposes of fulfilling the obligations contained in the Italian Ministerial Decree 22.7.2014 above, CEPRA 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 Spa.

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 the subject of intervention by CEPRA and/or Fiera Milano Spa as part of random and sample checks, and may result in the immediate deactivation of utilities supplied to the stand or the immediate closure of the same. Any other consequence that may arise from failure to comply with the above provisions is solely the responsibility of the Exhibitor/Co-exhibitor and the its contracted companies.

Fiera Milano Spa may remove from the exhibition centre personnel of contractors/self-employed persons working on behalf of the Exhibitor/Co-exhibitor if they do not have the identification card provided for by articles 18, paragraph 1, letter u), 21, paragraph 1, letter c), 26, paragraph 8 of the Italian Legislative Decree 81/08 and non-EU personnel if, even if they have the identification card referred to above, they do not have a valid, legible residence permit or a valid, legible identity card.

The Employer who is responsible for such personnel will be charged consequently.

The Exhibitor/Co-exhibitor that, as customer, has authorized the company to operate in the district on its own account for the execution of works, will be informed of the claim.

The Exhibitor/Co-exhibitor is responsible for the compliance with the Regulations in force of everything that is carried out and organized on its behalf in relation to outfittings, structures, systems, products on display and all related activities.

Each Exhibitor/Co-exhibitor must appoint a "Contact Person of the Exhibitor for the Exhibition Safety" (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 and Co-exhibitor's discretion, and under its full responsibility, the "Contact Person of the Exhibitor for the Exhibition Safety" (RSE) may also be a different person in each of the three stages mentioned above (assembly, exhibition and dismantling).

The name of this Contact Person and the relevant telephone numbers must be communicated to CEPRA and Fiera Milano Spa before the stand assembly works begin and, in any case, before workers and materials enter the Fiera Milano district.

The names and contact details of the Contact Persons for the Exhibition Safety of neighbouring stands will be made available to Exhibitors/Co-exhibitors at CEPRA and at Fiera Milano Spa. Each Exhibitor/Co-exhibitor, through his own contact person for the Exhibition Safety, must work jointly with the Contact person for the Exhibition Safety of the neighbouring stand so that, through the exchange of information, it will be possible to identify any preventive measures to be applied to eliminate or, where this is not possible, minimise the risks of interference, where present. If the name of the "Contact Person of the Exhibitor/Co-exhibitor for the Exhibition Safety" (RSE) is not communicated, this function will be held by the legal representative of the Exhibiting company. Any changes to the name of the "Contact Person of the Exhibitor for the Exhibition Safety" must be promptly communicated to CEPRA and Fiera Milano Spa.

Service providers working on behalf of Fiera Milano Spa will only access the stand in the presence of the "Contact Person of the Exhibitor for the Exhibition Safety" and after authorization from the latter. The above restriction does not apply to personnel responsible for surveillance and security of the area.

## 20. MEASURES TO GUARANTEE PERSONAL SECURITY IN THE FIERAMILANO EXHIBITION CENTRE

Fiera Milano Spa, 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 fieramilano Exhibition Centre.

Merely by way of example, the following may be provided for, at the sole discretion of Fiera Milano Spa:

- a) particular means of access to and exit from the fieramilano 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 fieramilano Exhibition Centre and inside it, and, where necessary, upon exit. These checks will be carried out by Fiera Milano staff or by third parties entrusted by Fiera Milano Spa 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 fieramilano 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 Spa reserves the right, at its sole discretion, to refuse entry to 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 Spa is under no obligation to provide services for the safekeeping of suspect objects;
- c) variations or limits to pedestrian and vehicular routes within the fieramilano 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 exhibition.

#### 21. CHECKS

Except as provided by the individual provisions, the supervision of compliance with the General Regulations is entrusted to the staff of CEPRA, the competent offices of Fiera Milano Spa and possibly to third parties (natural or legal persons) by the same persons in charge.

#### 22. VISIT TO THIRD PARTY STANDS, PHOTOGRAPHS AND REPRODUCTIONS - PHOTO SERVICE

After the Xylexpo 2020 closing time nobody can be admitted to third parties' stands to examine displays. Exhibitors, Co-exhibitors and Visitors are prohibited from to taking photographs, drawings or other kinds of reproductions (Law 248/2000 - Copyrights).

For photographic services for Exhibitor and/or Co-Exhibitors, it should be noted that photographers, authorized

by special CEPRA permits, are allowed to operate in the area of the Exhibition. These photographers are equipped with special badges. Exhibitors and/or Co-exhibitors can use these photographic services for anything that is in the commercial interest of their presentations. The Exhibitor and/or Co-Exhibitor may prohibit anyone from photographing their stand. Failure to comply with this prohibition should be reported promptly to CEPRA. CEPRA may authorize photojournalist, technical and daily media representatives, to film group scenes or details in the interest of the Exhibition. CEPRA and Fiera Milano Spa may photograph and film any pavilion or stand and use the reproductions without being liable for any compensation. The Exhibitors who have their own photographer, may request CEPRA's permission to use of them, undertaking however to photograph only their own stand and the products exhibited there.

#### 23. USE OF IMAGES OF THE EXHIBITION ACQUIRED DURING THE EXHIBITION

In relation to the images of the Exhibitor/Co-Exhibitor, its stand and/or its representatives, members, employees and collaborators, taken or recorded in any way (such as, using cameras, video cameras or audio-visual recordings) during the exhibition, the abovementioned Exhibitor/Co-Exhibitor declares to be aware, pursuant to European (EU) General Data Protection Regulations 2016/679, that CEPRA and Fiera Milano Spa may collect and process said images and disseminate them for informative, promotional and commercial purposes and therefore grants CEPRA and Fiera Milano Spa the free use of the aforesaid images, for these purposes, as per articles 96 and 97 of Italian Law no. 633/1941, authorising CEPRA and Fiera Milano Spa to use them through any means of communication (including, for example, brochures, presentations, catalogues and, in general, all the printed material necessary for the promotion, TV, pay-per-view, etc.) and disclosure via internet (company website, social networks, etc.) or via magazines and other publications, including digital ones, with the rights to adapt and reproduce them for the purposes provided for by the law. For this purpose, the Exhibitor/Co-Exhibitor declares and guarantees to have:

- a) obtained, if necessary, the authorisation, after appropriate Privacy Note, of the data subjects for the processing of the data regarding their photos, video recordings etc. by Fiera Milano Spa and even by CEPRA, including their disclosure for informative, promotional and advertising purposes pursuant to the terms of the European (EU) General Data Protection Regulation 2016/679;
- b) obtained the authorisation for the use and disclosure of the images, pursuant to Articles 96 and 97 of Italian Law no. 633/1941 on copyright, in the above-mentioned terms, from the natural persons portrayed or recorded, their representatives, members, employees and collaborators during the above-mentioned event. In relation to the previous sections a) and b); the Exhibitor/Co-exhibitor undertakes to indemnify and hold CEPRA and Fiera Milano Spa harmless from all disputes, actions or claims that may be raised by the above-mentioned persons with regard to the indicated use and disclosure of the relative images described above.

## 24. NON AUTHORIZED ACTIVITIES

- a) distribution of printed and advertising media outside the stands;
- b) employ optical means, especially effects, bright ribbons projected both in lanes or ceilings;
- c) any type of music playback, unless authorized by CEPRA;
- d) advertise and display products for Companies not exhibiting;
- e) during the event, any form of advertising or action to the benefit external initiatives that are contemporary and/ or competitor to the event;
- f) sale with immediate delivery of the product on display, unless otherwise authorized by CEPRA;
- g) use setup interspaces to store materials, especially those easily combustible.
- Additional details are contained in the Technical Regulations of Fiera Milano Spa.

Failure, inaccurate or delayed fulfillment of the requirements contained in this article will require that the Exhibitor and/or Co-exhibitor pay to the Organizer a penalty of Euro 1,000 for each violation of these requirements, in addition to expulsion of the violator and the payment of compensation for damages. Notwithstanding the foregoing, where failure, inaccurate, delayed performance continues for various days during the show (including days of mounting/ dismantling), this penalty is payable for each day, in which the failure, inaccurate or delayed performance continued. This penalty clause does not exclude or is excluded from the application and/or payment of other and different penalties such as, for example, those foreseen by the Technical Regulations for Fiera Milano Spa.

CEPRA is not in any way responsible for the activities carried out by the Exhibitors and Co-exhibitors during the exhibition and, in particular, for displaying products in violation of laws, decrees, regulations, etc., industrial property rights or for the violation by the exhibitors of thirdparty rights, as well as any act of unfair competition.

#### 25. APPLICATION OF RULES FOR SETTING UP STANDS

In case of non-compliance with setup regulations indicated in the General and Technical Regulations signed by the Exhibitor and/or Co-exhibitor when registering for the event, CEPRA reserves the right to proceed as follows: a) send a letter to the Exhibitor and/or Co-exhibitor requesting immediate compliance of standards not observed;

- b) if not acknowledged, automatically proceed to adjust shortcomings at the expense of the exhibitor;
- c) if, for serious technical and organizational reasons this is not possible, the Exhibitor and/or Co-exhibitor will be penalized with a daily fine of Euro 2,500.

## 26. OFFICIAL CATALOGUE

The XYLEXPO 2020 Official Catalogue contains the following information:

- General information and services;
- exhibition area and lay-out of the halls;
- classified index of products;
- list of Exhibitors by product type;
- alphabetical list of Exhibitors.

The numbers in the Classified index of products, corresponding to the production program, must be indicated in the form to be returned together with the application forms. The items shown in the systematic list of products are not subject to changes and additions, unless otherwise directed by CEPRA, if deemed necessary for its improvement.

Any changes to the catalogue and entries due to late registrations must be received in writing no later than **29.02.2019**.

After this time there is no guarantee that entries and changes will be made, nor that they are accurate.

Entry in the above catalogue (data, production codes and pavilion and stand numbers) is included in the registration and co-marketing fee.

Exhibitors and Co-exhibitors have the opportunity **for a fee** to insert their logo or brand in the official exhibition catalogue of the event. Costs and arrangements will be announced to exhibitors by CEPRA with a special circular.

#### **27. RETENTION RIGHTS**

CEPRA reserves the right to prohibit exhibit materials from leaving the exhibition area, in case of non-fulfillment of contractual obligations by the Exhibitor and/or Co-exhibitor. CEPRA is not responsible for any damage caused to the materials while applying retention right.

#### 28. PROTECTION OF INVENTIONS

With Presidential Decree 338, entered into force on 22.08.1979, the opportunity to claim the so-called "exhibition priority" for the machinery on display was abolished. The relevant patent applications must be filed before the exhibition opens.

#### 29. SIAE

In the event that videos or multimedia backup containing works or parts of works protected under Law No. 633 of 22.4.1941 are distributed, royalties must be paid beforehand, as well as charges related to the authentication of the media, in accordance with Art. 181 bis of the same law. <u>The illegal use of intellectual property, as well as the absence of the SIAE stamp on the aforementioned supports are criminal offenses under Article. 171 and following Law 633/41.</u>

#### 30. DECLARATION OF VALUE - INSURANCE - LIMITATION OF LIABILITY

30.1. **Declaration of value** – Exhibitors/Co-Exhibitors are required to declare, using the special form downloadable from the "E-service" platform (compulsory documents), the total "estimated value" of goods, machinery, fixtures and fittings and equipment they plan to bring to and/or used at the Fiera Milano fairgrounds even on behalf of Represented Brands understanding that, in lack of such declaration, the value shall be considered to be the minimum amount as stated in Art. 30.2 below and save in any case the right to verify the aforesaid declaration by Fiera Milano Spa.

In case of accident, should the final value declared by the Exhibitor/Co-exhibitor fail to correspond to effective value of the insured property, the value of said merchandise shall be that declared by the Exhibitor. Pursuant to Art. 1907 of the Italian Civil Code, compensation could be determined by the Insurer on the basis of the proportional criterion.

30.2. **"All risks" Policy of the Exhibitors** (excluding terrorism and sabotage risks) – CEPRA and Fiera Milano Spa require that all goods, machinery, fixtures, fittings and equipment brought to and/or used at the Exhibition Centre by Exhibitors/Co-exhibitors are covered by a property "All Risks" insurance, including a clause waiving the insurer's right of recourse against Third Parties, including Fondazione Fiera Milano, Fiera Milano Spa, their subsidiaries and/or affiliates, CEPRA as organizer of the exhibition and all Third Parties in any way involved in the organization of the Exhibition.

This insurance is made available through Fiera Milano Spa for a capital of Euro 25,000 at a cost of Euro 100 (of which Euro 50 for insurance brokerage) that will be charged by Fiera Milano Spa.

Exhibitors/Co-exhibitors may increase the automatic coverage, by filling in, signing and returning the appropriate form downloadable from the "E-service" platform (compulsory documents). Coverage includes the stipulation of 10% insurance exclusion for each claim in the event of theft, with a minimum of Euro 250 and doubling this amounts for the reports submitted after the closing of the exhibition. Should Exhibitors/ Co-exhibitors have their own property "All Risks" insurance for goods, machinery, fixtures, fittings and equipment brought to and/or used at the Fiera Milano Fairgrounds, valid for fairs and exhibitions, with

a clause waiving the insurer's right of recourse against Fondazione Fiera Milano, Fiera Milano Spa, their subsidiaries and/or affiliates, CEPRA as organizer of the exhibition and all Third Parties in any way involved in the organization of the Exhibition, Exhibitors/Co-exhibitors are anyway required to fill in and return the signed form, downloadable from the "E-service" platform, enclosing declarations signed by their legal representative and the insurance company stating that the above property is covered by an "All risks" guarantee in a manner no less than that prescribed by the General Regulations (facsimile included in the form). In this case it will be reversed the sum previously charged.

- 30.3 Third Party Liability Policy This coverage is automatically provided, free of charge, for all Exhibitors/ Co-exhibitors by Fiera Milano Spa. This will become an extension of its general policy that has a limit of no less than Euro 100.000,000 (one hundred million).
- 30.4 **Limitation of Liability** The Exhibitor, by signing the application form, agree to release Fiera Milano Spa and CEPRA from any liability for consequential losses, reputational damage, loss of revenues, etc. Also for any direct loss, as per the coverage provided as per Art. 30.2 above, each Exhibitor agrees to release Fiera Milano Spa and CEPRA from any liability.

## **31. STAND SURVEILLANCE**

Fiera Milano Spa provides a service of general surveillance in the pavilions.

**During opening hours, stand care and surveillance, including exhibits, have to be carried out directly by Exhibitors, both during exhibition days and during mounting and dismantling periods**. Exhibitors shall guarantee that the stand is attended by their staff during opening hours, until evening closing time. It is strongly recommended to lock all valuable items into the available closets before leaving the stand at night. Fiera Milano Spa provides payment surveillance services. Exhibitors can submit a request through Fiera Milano's E-service online shop to Fiera Milano Logistics Service, at the applicable conditions.

#### 32. CLAIMS - JURISDICTION

Any complaints must be submitted in writing. Any dispute will be dealt with exclusively by the Court of Milan.

## **33. TECHNICAL REGULATIONS**

Further rules and technical and other general provisions are contained in the Technical Regulations, that can be downloaded from the website for the event **www.xylexpo.com** and from that of Fiera Milano Spa **www.fieramilano.it**, which therefore forms an integral part of these General Regulations which the Exhibitor and Co-exhibitor declares to accept unconditionally

## 34. PROCESSING OF THE EXHIBITOR'S AND CO-EXHIBITOR'S PERSONAL DATA

- 1. The Exhibitor/Co-Exhibitor state to be informed that the provisions of the European (EU) General Data Protection Regulation 2016/679 ("GDPR") concern the processing of natural persons' data ("Personal Data") and do not apply to legal persons (companies), organisations and associations and the information ("Information") referring to these subjects, for which only the regulations on the electronic trade communications mailing remain, for which it is required to Exhibitor/Co-Exhibitor (legal person, organization or association) to provide its prior consent to the mailing of such electronic communications for direct marketing purposes.
- 2. Exhibitor's and Co-Exhibitor's Personal Data, where operating as a sole proprietorship, a small entrepreneur or a professional as well as its representatives, members, employees and collaborators provided in the application forms or also issued subsequently, as well as those acquired from third parties (e.g.: partners, commercial information companies, etc.) or during the event (including, e.g. any photos or video recordings at the stands: see Article n. 23) is collected and processed by CEPRA and Fiera Milano Spa as Data Controllers for their own specific activities (the "Data Controllers" or "our Companies") pursuant to the terms described in the Privacy Note provided in Art. 35 of the present General Regulations.
- 3. The attached note as referred to in the previous paragraph is provided by CEPRA and Fiera Milano Spa in accordance to Art. 13 of GDPR and the Exhibitor/Co-Exhibitor undertakes to convey it to natural persons (its representatives, members, employees and collaborators) whose Personal Data has been provided for the purposes of their participation in the event and of the provision of the connected services as well as to guarantee that the Personal Data is lawfully processed by our Companies for these purposes and to release from liability and/or to indemnify our Companies for every cost or damage caused by the Exhibitor's and Co-Exhibitor's breach of the duties of the undertaken obligations towards our Companies in accordance with this article.

#### 35. PRIVACY POLICY - PROCESSING OF EXHIBITOR'S AND CO-EXHIBITORS PERSONAL DATA

Art. 13 of UE regulation 2016/679 – Processing of personal data general regulation

The Personal Data provided with the application forms by Exhibitor and Co-Exhibitor or even given subsequently, as well as obtained also from third parties (e.g. partners, commercial information companies etc) or during the event (also for example any photo or video recording at the stand), are collected and processed by CEPRA and Fiera Milano Spa as Data Controllers for the purpose of carrying out their own activities relating to their respective competence (hereinafter, "Data Controllers" or "our Companies"), for the following purposes:

- a) with reference to CEPRA, to meet the obligations and the provisions of services concerning the admission form, the participation fee payment and the event participation, as well as to carry out the related administrative and accounting activities and tax obligations and to fulfil their regulatory obligations: for these purposes CEPRA makes use of the services provided by Fiera Milano Spa which processes the personal data as Data Processor on behalf of CEPRA itself, regarding these specific activities;
- b) with reference to Fiera Milano Spa to meet the obligations and the provision of services directly required to Fiera Milano Spa by Exhibitors and Co-Exhibitors (e.g. through the "E-service" on line platform) and to carry out separate activities of security activity management of the Fairgrounds located in Rho-Pero, based on the obligations in charge of Fiera Milano Spa itself as Venue manager as per the existing legislation.

In accordance with the above outlined purposes, the processing of Exhibitor's and Co-Exhibitor's Personal Data is thus necessary to establish and execute the contract concerning the event participation, meeting the related legal obligations and pursing the legitimate interests of our companies and companies of our Group for administrative, organisational, technical and security activity management related to the Exhibitor's and Co-Exhibitor's participation in the event and the provision of the connected services. Failure, even partial, to provide the required personal data would not permit the Exhibitor's and Co-Exhibitor's admission to the event and the supply of the connected services.

For the aforesaid purposes, the Exhibitor's and Co-Exhibitor's personal data:

- a) will be processed also with electronic tools, with specific, mainly computerised, procedures and appropriate way to ensure the correct management of the provided services. Personal data may be kept even after the event for administrative and accounting activities and tax obligations, for a period required by standard rules (usually ten years);
- b) can also be known by personnel and collaborators authorised to process data by our Companies in order to carry out administrative, technical, and security activities related to the organisation and management of the event and to the provision of services required by the Exhibitor and Co-Exhibitor;
- c) can also be communicated by our companies to other companies of our respective Groups (for Fiera Milano Spa see updated list on www.fieramilano.it) and to trusted companies that provide us with organisational and technical services connected to the event, such as contractors, service and maintenance companies, printers, data processing companies, administrative consultancy office and companies appointed to survey the performance of the event. The companies that process personal data on behalf of Fiera Milano Spa. operate as Data Processors complying with specific obligations contractually stated;
- d) can be transferred to companies outside the EU, if the European Commission has recognised that these countries offer an adequate level of data protection (e.g. Switzerland, Australia, Israel, and USA for companies complying with the Privacy Shield framework), or, on the basis of suitable guarantees (such as standard contractual clauses or binding corporate regulations) or, should these conditions not be fulfilled, if said transfer is authorised by the Exhibitor and Co-Exhibitor or necessary for executing the contract.
- e) can be disclosure on the event's web site and catalogue, on the basis of the publishing obligations provided for in the contract with the Exhibitor and Co-Exhibitor.

Personal data (including images) concerning the Exhibitor's and Co-Exhibitor's business (entrepreneurial or professional), can also be subject to independent and different processing by our companies for the pursuit of our respective legitimate interests related to the analysis of the information connected to the Exhibitor's and Co-Exhibitor's activities, to the participation in the event and to the provision of required services and, in particular, for the identification, through electronic processing, of the preferences and potential interested services (profiling), to analyse the quality of the services and to complete statistical surveys to support the development and improvement of our services and activities.

The e-mail and postal addresses provided by the Exhibitor and Co-Exhibitor for its participation in the event and for the use of the connected services can be used to send newsletter about the event and connected services offered by our companies, as well as communications regarding similar events and services. The Exhibitor and Co-Exhibitor can object, at any time (immediately or also subsequently), to the mailing of these communications, by writing to **privacy.cepra@acimall.com** and **privacy.espositori@fieramilano.it** or by post to our Companies, to the addresses provided in the Application form and in the General Regulations.

Notwithstanding the mailing of newsletters and communications by e-mail or post concerning the event and Exhibitor's and Co-Exhibitor's specific interest services, the Personal Data and contact information (e.g. e-mails) referred to the Exhibitor and Co-Exhibitor (also as legal person, organisations or associations) can also be

processed by our Companies prior the Exhibitor's and Co-Exhibitor's consent (to be provided by selecting the specific boxes indicated in the documentation for participation, forms A and A/1), for the following commercial and marketing purposes:

- a) sending advertising material, direct sales, performing market research or sending commercial communications by post, telephone, automated calling, fax, e-mail, sms, mms systems about additional exhibition events, services and products of our companies, of the companies of the respective Groups and of third parties (organisers, exhibitors, contactors, qualified operators involved in the exhibition events or also operating in other sectors) interested in offering profitable commercial solutions to exhibitors;
- b) data disclosure to companies of our respective Groups, (for Fiera Milano Spa see the updated list available on www.fieramilano.it) as well as other companies, including organisers, exhibitors, contractors, qualified operators involved in the exhibition events or operating in other sectors, such as market research institutes, sponsors and suppliers for their own processing, as Data Controllers, for the purposes and the terms specified in section a).

For further commercial and marketing purposes listed in the previous paragraph, the provision of Personal Data remains optional and does not affect the Exhibitor's and Co-Exhibitor's participation in the event and the use of the connected services, notwithstanding his/her right to withdraw previously provided consent (without affecting the lawfulness of Data processing based on the consent given before its withdrawal).

The GDPR (Articles 15-22) ensures the data subject (natural person) the right to access his/her personal data at any time, to obtain a copy, to adjust or complete it if not correct or incomplete, to erase it or restrict its processing when there are grounds, to object to its processing on grounds regarding the specific personal situation and, however, to its processing for direct marketing purposes, to request the portability of the provided data, if processed by automated means for the execution of the contract or based on the data subject's consent, as well as to lodge a complaint with the personal data Supervisory Authority if it is believed that rights have been infringed.

For any further explanations or request concerning the processing of his/her personal data, the data subject can contact CEPRA and/or Fiera Milano Spa as Data Controllers for the purpose and activities of their respective competence, at the addresses provided in the Application and/or Regulations.

## 36. ART. 13 EU REGULATION 2019/679 DATA PROCESSING

Pursuant to Art. 13 of the EU General Regulations, the Exhibitor and/or Co-Exhibitor, by signing the application form, consent to the processing of personal data and information that is entered by CEPRA in its computer database for the uses permitted in dealings with the participants in the exhibition. Exhibitors and Co-exhibitors that provide such data benefit from the rights provided under Art. 13 of the EU General Regulations 2016/679 – General Regulations on Protection of Personal Data.