

# PESCARE SHOW 2022

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# GENERAL RULES & REGULATIONS OF PARTICIPATION PESCARÉ SHOW 2022

## CHAPTER I – METHODS OF PARTICIPATION - cod. ref: RGE\_PES22

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

Italian Exhibition Group S.p.A., Via Emilia 155, 47921 Rimini. Share Capital: € 52.214.097 (fully paid up), VAT Code 00139440408, Rimini Companies Register no. 00139440408, hereinafter also called "Organizer", organizes in Vicenza "PESCARÉ SHOW", hereinafter "the Exhibition", scheduled for November 18-20, 2022.

### Art. 2 - PARTICIPATION PROCEDURES

#### 2.1 APPLICATION FOR PARTICIPATION - RULES FOR THE CONTRACTING PARTIES

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

2.1.1 an application or exhibitor forms (which can be downloaded from the expo's Web site), correctly completed and appropriately undersigned in every part, with company stamp and signature of the legal representative, as well as these expo Rules and Regulations.

2.1.2 Payment of the advance 30% + VAT of the total amount (if indicated in the application form). This payment is optional for the contracting party and, in the event of being paid within the deadlines indicated in the participation request, gives the right to the benefits indicated in the Exhibiting Area Request Form of the Application Form.

If paid, this deposit will be reimbursed in the event of non-acceptance of the participation application by the Organizer or in the event of the contracting party not signing the proposal of participation.

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

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

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

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

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

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

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

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

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

#### 2.2 PARTICIPATION PROPOSAL

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

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

It must be noted that, when sending the proposal for participation, it is necessary to also arrange payment of the deposit, unless already paid within the deadlines indicated in the participation application. In this case, the deposit does not give any right to the benefits indicated in the Exhibiting Area Request Form of the application for participation.

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

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

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

Contracting parties have to:

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

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

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

#### 2.2.3 FULL DIGITAL PARTICIPATION

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

### ART.3 - EXCLUSION FROM THE EXHIBITION OR FAILURE TO PROVIDE SERVICES

#### 3.1 REQUIREMENTS OF THE APPLICATION FORM

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

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

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

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

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

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

#### 3.2 - ORGANIZER'S WITHDRAWAL

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

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

3.2.2 - the company has not paid the necessary deposit within the limits foreseen by the application for participation;

3.2.3 - there are significant organization reasons.

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

#### 3.3 PARTICIPATION PROPOSAL RESOLUTION

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

#### 3.4 PAYMENT BALANCE

In the event of failure to pay the balance within the limits indicated in Chapter II art.3, the Organizer reserves the faculty referred to in points 3.4.1 and 3.4.2

3.4.1 - the Organizer reserves the right to forbid the Participant or any stand fitters commissioned by the Participant to set up and fit out the stand, For the pre-equipped area provided by the organizer and/or other companies of the IEG Group, not customize the stand with distinctive participant.

3.4.2 - Do not provide services required.

#### 3.5 OUTSTANDING ADMINISTRATIVE MATTERS

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

3.5.1 - non-acceptance of the application form,

3.5.2 - later non-acceptance of the undersigned participation proposal,

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

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

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

#### 3.6 COMMUNICATION

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

### Art. 4 - EXHIBITING SPACE

#### 4.1 EXHIBITION LAYOUT

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

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

#### 4.2 STAND ALLOCATION

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

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

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

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

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

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

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

### Art. 5 - TRANSFER- ANNULMENT - REDUCTION - WITHDRAWAL- NON PARTICIPATION

#### 5.1- TRANSFER

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

#### 5.2 ANNULMENT

Any Contracting party who, after having submitted an application for participation, intends withdrawing it must inform the Organizer rapidly, in writing.

In this case, any advance already paid will be returned.

#### 5.3 REDUCTION

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

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

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

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

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

### 5.4 WITHDRAWAL

Participants who, after having undersigned the participation proposal, want to cancel participation in the exhibition, must promptly inform the Organizer, always by written communication, stating the reasons for these request for cancellation.

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

5.4.1 - if the written cancellation reaches the Organizer no later than **September, 23 2022** the penalty will be equal to Admission fee (€ 250,00 + IVA).

If the written cancellation reaches the Organizer from **October, 23 2022**, the penalty will be equal to an amount corresponding to deposit as determined in the signed exhibiting proposal (30% of the total amount).

If the written cancellation reaches the Organizer starting from **October, 24 2022** the penalty will be equal to 100% of the entire balance due as determined in the signed exhibiting proposal.

The above mentioned sums at point 5.4.1 due as penalty must be paid at the time of receiving the relative invoice.

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

### 5.5 NON PARTICIPATION

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

### 5.6 CONTRA DEALS WITHDRAWAL

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

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## CHAPTER II – TERMS AND CONDITIONS OF PARTICIPATION - cod. ref: RGE\_PES22

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

Participants must be:

1.1 companies exhibiting products and services they manufacture/produce themselves or their agents; exclusive Italian agents, retailers for foreign companies.  
1.2 trade associations, financial organisations and bodies whose institutional role is promotion, research and increasing awareness for this specific sector and its services.

1.3 With regard to letters 1.1 and 1.2, it is specified that:

1.3.1 - At PESCARA SHOW participants are obliged to exhibit and commercialize only and exclusively products, machinery and equipment, not previously used for commercial purposes by other owners/managers/venues.

1.3.2 - Every product, machine and service shown during exhibition - property of exhibiting companies or hosted - must be conform to the following product list

- Association
- Distributor
- Publishing
- Electronics
- Extrasector
- Institutional
- Fly-fishing
- Engines
- Nautical
- Manufacturers
- Shopping
- Tourism

1.3.3 - Representatives are obliged to indicate in the catalogue section on my.pescare-show.it the list of companies they represent and whose products they intend exhibiting. The Organizer reserves the right at any time to request the registered agency agreement or documentation proving this type of relationship;

1.3.4 - companies can request to host other companies on their stands by stating this compulsorily using the co-Participant application form. Organizer reserves the right to authorize this or not.

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

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

### Art. 2 - RATES

Exhibition areas are all easy to see and access.

The participation fee for indoor floor space in the Expo Centre Halls for the entire event is as follows:

RATES PESCARA – BARE AREA/sq.m.	
PROMO Rates (early bird)	€ 67,00
Rates standard	€ 95,00
RATES BOATING SHOW – BARE AREA/sq.m.	
PROMO Rates (early bird)	€ 25,00
Rates standard	€ 35,00

The participation fee for indoor fitted areas in the Expo Centre Halls for the entire event is as follows:

FITTING RATES TO BE ADDED TO THE BARE AREA/sq.m.	
Type SHOP	€ 50,00
Type STANDARD	€ 70,00
Type RING 3 MT	€ 43,00
Type RING 4 MT	€ 45,00

Preferential Area surcharge: 10% surcharge on the total cost of the bare area looking on to entrance corridors and/or corridors connecting Pavilions.

Preferential Corner Area surcharge: 10% on total bare area rate for areas looking on to areas with two or more open sides.

If provided, the name declared for the official event catalogue will be printed on the front of the stand.

Aisle space occupied (subject to authorisation by Vicenza Expo Centre Operations Department) by carpeting or overhead linking structures will be invoiced by special agreements.

Participants must pay € 250.00 as a Registration Fee which includes: insurance as specified in Chap. III Art. 1, Participants badges in line with the space purchased, inclusion in paper and online catalogues, 1 park badge, wi-fi connection and energy supply up to a maximum of 1000 W each 16 sqm.

Participants who, subject to the Organizer's authorization, host other companies on their stands are required to pay the sum of € 600,00 included the registration fee (€ 250,00), for each company hosted.

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

Other exhibiting formats and services with relative costs are indicated in the application form at page "Exhibiting Rates Form".  
Aforesaid costs do not include VAT.

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

#### 3.1 PAYMENT OF EXHIBIT AREA

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

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

**CREDIT AGRICOLE**

**Code IBAN IT 44 H 06230 24293 000030122152**

**Code CRPPIT2P773**

indicating the reason for payment as "ANTICIPO (o SALDO) (deposit or balance) PESCARA SHOW 2022" along with the Participant's trading name and the Exhibitor's commercial Company code indicated in the application form sent by Italian Exhibition Group S.p.A.

Upon receipt of the deposit an invoice corresponding to the amount paid will be issued.

The advance, if not already paid in the terms indicated in the application form (where applicable) must be paid when the signed application form will be sent.

**Balance payment** has to be paid within **October, 22 2022**.

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

#### 3.2 PAYMENT OF TECHNICAL SERVICES

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

Outstanding amounts for additional services, including any advertising previously agreed with the Organizer, requested after confirmation of participation, and any other expenses that may have been anticipated by the Organizer on behalf of Participants, must be settled: by online payment with credit card in the section "administrative services" in the Reserved Area, by bank transfer (for bank account see point 3.1 or at the cash desk in the Exhibition Centre during exhibition hours.

It must be noted that the staff entrusted by Italian Exhibition Group Spa with the consignment of invoices relative to services to stands is in no way authorized to request or receive cash payment from Participants.

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

### Art. 4 - OFFICIAL CATALOGUE AND EXHIBITION MAP

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

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

The section can be accessed by participants after signing the proposal of participation; data for inclusion in the catalogue can be updated until **18<sup>th</sup> October 2022**.

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

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

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

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

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

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

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

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

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

### Art. 5 - EXHIBITION CANCELLATION – SUSPENSION

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

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

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

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

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

C - If due to force majeure the event could not take place, totally or partially in presence, IEG will make every effort to propose alternative solutions to physical

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participation, including the methods of carrying out the event through the VIRTUAL platform (referred to in Chapter IV).

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

### Art. 6 - ENTRY PASSES

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

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

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

### Art. 7 - PARKING

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

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

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

Permits are only valid for CARS.

### Art.8 EXHIBITION HOURS

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

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

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

### Art. 9 VISITORS

The event is open to public and trade operators who may visit the exhibition free of charge if they arrive with an invitation from a Participant.

In order to access the event, all trade members must demonstrate that they work in the sector by showing a business card or other form of proof of status.

Visitors without Participant invitations or reduction tickets and for those who have not previously purchased the ticket online, **the daily entrance ticket is still € 7,00.**

For further information on tickets, visitor access procedure and suchlike, please consult the "Visitors Info" section on the exhibition's website

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

### Art. 10 ADVERTISING

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

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

More specifically, Participants are forbidden to:

10.1 carry out any form of advertising/ flyers/ leafletting in indoor and outdoor areas of the Exhibition Centre, except inside their stands;

10.2 display billboards and/or samples, even if merely indicative, on behalf of companies not listed in the application form and not represented;

10.3 perform entertainment or shows of any kind with the aim of presenting products, even only on their own stand, without prior authorization by the Organizer.

10.4 Moreover, no company (whether a Participant, guest, or represented at the event) may publish any logos or trademarks on official Organizer's promotional materials except for those agreed in advance with the Organizer.

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

Participants are totally and solely responsible for:

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

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

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

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

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

### Art 11 - RETAILING

"On-the-spot" retailing and provision of paid services are strictly prohibited in Hall 7.

The Participant accepts any and all responsibility for infringements of this prohibition, releasing Italian Exhibition Group S.p.A. from any consequent liability and/or obligation.

Disputes with other operators arising from this infringement, must be settled directly by the Participants involved, releasing Italian Exhibition Group S.p.A. from any relevant responsibility and/or obligation in this regard.

Though sales are strictly forbidden in all the exhibition halls, as specified in the first paragraph of this article, on the spot retail is allowed in halls 1 and 2.

The sale of these products is permitted in compliance with all the regulations supervising their marketing, including the possession of a regular license, which the trade operator must fulfil, with exemption of any responsibility of Italian Exhibition Group S.p.A..

Each administrative and fiscal charge for the regular execution of the "on-the-spot" retailing is also the sole responsibility of the trade operator, releasing Italian Exhibition Group S.p.A. from any responsibility in case of trade operator's assumes no responsibility in the event of default by the trade operator.

Italian Exhibition Group S.p.A. declines all responsibility in case of malfunctioning of the operator's POS, even if the malfunction is due to technical problems related to Wi-Fi.

It should also be noted that any disputes between the operators (unfair competition, similar product sales, etc.) must be resolved directly between the operators themselves, and Italian Exhibition Group S.p.A. will be completely exonerated from responsibility in the matter.

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

#### 12.1 EVENTS

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

#### 12.2 BUSINESS MEETING

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

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

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

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

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

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

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

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

# GENERAL RULES & REGULATIONS OF PARTICIPATION PESCARÉ SHOW 2021

## CHAPTER III – GENERAL RULES OF PARTICIPATION - cod. ref: RGE\_PES21

### Art. 1 - DAMAGES - INSURANCE

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

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

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

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

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

Risks insured: SUMMARY OF COVERAGE (\*)

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

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

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

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

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

#### 1.2 REPORT

Reporting incidents: the insured parties (individual Participants) must:

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

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

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

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

Other Participants are considered third parties.

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

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

NB:

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

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

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

### ART. 2 - INDUSTRIAL DIGITAL AND INTELLECTUAL PROPERTY RIGHTS

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

### Art. 3 – EXHIBITION NAME OWNERSHIP

As well as its trademarks, Italian Exhibition Group S.p.A. claims as its exclusive property the name "PESCARÉ SHOW", and all its variations, abbreviations, simplifications and acronyms, and they may not be used without prior written authorisation by Italian Exhibition Group S.p.A..

### Art. 4 - CLAIMS

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

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

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

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

### Art. 6 - PHOTOGRAPHIC AND VIDEO REPRODUCTIONS

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

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

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

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

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

7.1 Unconditionally accept the provisions of these Rules and District Technical Regulations;

7.2 Undertake to respect and make their fitting companies/suppliers to respect the District Technical Rules, always available on the exhibition website and integral part of the application form and consequent signed participation proposal

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

7.4 Acknowledge the exclusive competence of the Rimini Courts for any controversy.

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

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

Participants declare that they know the regulations in

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

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

# GENERAL RULES & REGULATIONS OF PARTICIPATION PESCARE SHOW 2022

## CHAPTER IV - RULES OF PARTICIPATION

### REGISTRATION AND PARTICIPATION IN THE PHYSICAL AND VIRTUAL EVENT - cod. ref: RGE\_PES22

#### GENERAL DEFINITIONS OF ACCESS TO VIRTUAL PARTICIPATION

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

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

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

- The [www.pescareshow.it](http://www.pescareshow.it) Web Platform offered by Italian Exhibition Group SpA allows Participants to get in touch with interested visitors.

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

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

#### Art. 2 – SAFETY REGULATIONS

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

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

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

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

The closing of the platform is expected on Sunday **November, 28 2021**.

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

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

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

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

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

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

Italian Exhibition Group SpA will not be responsible for:

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

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

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

#### Art. 6 – RESPONSIBILITY OF THE PARTICIPANT

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

exhibitors or between participants and third parties must therefore be resolved directly between them, with the exemption of Italian Exhibition Group SpA. from any burden and / or liability.

#### Art. 7- B2B PROGRAM

The meetings requested by the Visitor will become effective only if also confirmed by the Participant. The participant will be able to view the agenda within their control panel which will contain the required B2B meetings and any new requests made by visitors. Please note that the agendas may be subject to change until the last moment. During the days of the event, the B2B meetings will be held during the time of the event. The Organizer reserves the right to change the daily schedule of B2B meetings.

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

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

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

## **ADDENDUM TO THE EXHIBITION REGULATION** **COVID-19 EMERGENCY**

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

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

Chapter II:

### **Art. 1 - EXHIBITION PROFILES ADMITTED TO PARTICIPATION AND COMPLIANCE WITH ANTI COVID-19 REGULATIONS**

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

- A) not to be positive to the COVID-19 virus and to have observed all the necessary and mandatory measures, as provided for on the website of the ministry of health, referring to quarantine and isolation. The participant and any other authorized third party is aware of the criminal sanctions involved in the case of false or misleading statements or behavior, as well as of the fact that access will not be granted in the case of detection of a body temperature equal to or higher than 37, 5 degrees or in the event that the certification referred to in letter c) is not exhibited or is not valid.**
- B) Participants coming from or who have passed through foreign countries undertake to comply with all protocols and security measures as required by law, depending on the country of origin, as well as to consult the website of the foreign ministry in advance, declaring to have fulfilled all the required mandatory health checks and protocols and to have complied with all the procedures required, without prejudice to the criminal sanctions referred to in letter a), in the event of false or misleading statements or conduct.**
- C) Following the provisions of current legislation and its subsequent amendments / additions, it will be mandatory for the participant and any other authorized third party to show to the staff, at the time of accessing the IEG facilities and / or at the exhibitions / events of interest, with the exception of the exemptions provided for by law, the ENHANCED GREEN PASS (i.e. the green COVID-19 certification certifying vaccination or recovery); no tracking / storage of the data contained in the aforementioned certification will be carried out by IEG.**

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

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

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

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

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

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

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

### **Art. 6 - ENTRANCE CARDS**

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

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

The entrance cards are strictly personal and cannot be transferred even temporarily.

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

### **Art. 1 - EXHIBITION PROFILES ADMITTED TO PARTICIPATION - AND COMPLIANCE WITH ANTI COVID-19 REGULATIONS**