



Slow Food® Promozione

## GENERAL CONDITIONS OF PARTICIPATION IN THE EVENT

### Integral part - Single document with Application for Participation

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**SLOW FOOD PROMOZIONE S.r.l. Società Benefit**

Sede legale Via MendicITÀ Istruita, 14 - 12042 Bra (CN) - telefono 0172/41.96.11 - fax 0172/42.12.93

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Capitale sociale euro 115.000,00 i.v. Tribunale di Alba Reg. Soc. 6166 C.C.I.A.A.Cuneo 162724

P. Iva e codice fiscale 02220020040 - Società con socio unico soggetta a direzione e coordinamento di SLOW FOOD ITALIA APS



# Slow Food® Promozione

## GENERAL CONDITIONS OF PARTICIPATION IN THE EVENT

### Given that:

- BolognaFiere SpA with registered office in Bologna, Viale della Fiera 20 (hereinafter also the "Organizer"), in the context of its competitive business activity, organizes the SLOW WINE FAIR event (hereinafter also the "Exhibition", taking place in the Bologna Exhibition Centre from 23 to 25 February 2025);
- On the occasion of the Event, Slow Food Promozione Srl SB, based in Bra, via della MendicITÀ Istruita 14 (hereinafter also "Promozione"), will organize a collective of companies by assigning, at its discretion, the pre-arranged stands within this area to Exhibitors who have signed the application form;

These general conditions govern the relationship between the Exhibitor and BolognaFiere and, in relation to the stands set up in the area purchased by Slow Food Promozione, the relationship between the latter and the Exhibitor.

### Art. 1 - PREMISES

The premises are an integral part of these general conditions.

### Art. 2 - ADMISSION TO THE EVENT

The following may be admitted as Exhibitors:

a) Italian and foreign companies exhibiting products or services included in the Exhibition's merchandise categories.

If the producer is not present at the Exhibition, its exclusive or general agents or representatives may be admitted;

b) Trade associations and public or private bodies that institutionally conduct promotional and research activities or that deal with information and publication in the specific fields of the Exhibition.

The organizer reserves the right to prohibit the presentation of the same products, samples, or services at more than one stand in the same merchandise category.

### Art. 3 - PARTICIPATION IN THE EVENT

The Application Form (hereinafter called Ddp) must be forwarded under penalty of inadmissibility with the appropriate form duly completed, signed and countersigned. The Ddp constitutes an irrevocable proposal for the applicant and entails his acceptance of these "General Conditions of Participation". The "Technical Regulations", "Safety File and Various Forms" and the "Venue Regulations" will be sent to the exhibitor once the Ddp has been signed.

The Ddp will be evaluated by the Organizer and/or Promozione, who will decide with absolute autonomy and with the sole obligation to indicate the reasons for non-acceptance exclusively for applications received by the Organizer and/or Promozione at least 60 days before the start date of the Event, if the applicant formally requests it within thirty days of the start date of the Event.



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Exclusive and general dealers, agents or representatives must attach to their application form the list of the companies they represent and whose products they intend to exhibit.

The applicant is required to provide any other documentation and/or product sampling that may be requested to decide on acceptance of the Ddp and to verify – at any time - its conformity to the conditions required for participation in the Event.

If the DDP is accepted, the applicant will be notified by email addressed to the company contact person for participation in the event indicated by the Exhibitor in the DDP.

In the acceptance communication, the Exhibitor will be communicated the access data to the portal for the indication of further useful data for participation in the event.

**The communication of acceptance of the DDP entails the acceptance of the irrevocable proposal formulated with it by the Exhibitor and consequently the assumption by the latter of all the commitments contained in these conditions, even in the absence of subsequent access to the portal.**

For Ddp received at least 60 days before the start date of the Event, the acceptance email will be sent at least 30 days before that date.

For Ddp received subsequently, the communication of acceptance sent by e-mail must reach the applicant at least the day before the start date of the Event.

It is understood that it is the Exhibitor's responsibility to promptly communicate any change in the company contact person for participation in the event and/or related email address; it being understood that in the event of failure to rectify, the communications will still be deemed to have been correctly received.

### Art. 4 - PAYMENT TERMS

**The Exhibitor, when he has received the communication of acceptance of the DDP, will be required to pay the entire agreed fee, even in the absence of access to the portal, with payment of the amount due within 30 days from the date of the invoice issued to him and, in any case, before the start date of the Event.**

In the absence of payment within the indicated terms, the Organizer and/or Promozione may consider the contract terminated due to default by the participant, without the need for the service of notice or decision from a court of law.

In this case, the Organizer and/or Promozione will formally notify the interested party, with an email addressed to the company contact person for participation in the event and - in addition to being released from any commitment and having the right to allocate the stand to other applicants - will be entitled to full payment, by way of penalty, of the entire fee due for participation as well as any other contractual fee, deducting any amount already received for such titles and without prejudice to any right to compensation for damages.

### Art. 5 - STAND ALLOCATION

Stand allocation falls exclusively within the competence of the Organizer and/or Promozione and is made at their discretion. Any indications or special requests formulated by the Exhibitor are intended to be purely indicative and cannot bind or condition the application



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for participation and are therefore considered as not having been made. Furthermore, the Organizer and/or Promozione will have the right to move, reduce the stand already allocated, or to transfer it to another exhibition area without any right of the Exhibitor to compensation or indemnity of any kind. However, they will be required to notify the Exhibitor by email sent at least 10 days before the start of the Exhibition.

## Art. 6 - RIGHT OF WITHDRAWAL

**The Exhibitor who is unable to attend the Exhibition may withdraw from this contract by notifying the Organizer and/or Promozione by registered letter with return receipt or certified e-mail (Slow Food Promozione: [sfpromozionesrl@legalmail.it](mailto:sfpromozionesrl@legalmail.it) and BolognaFiere [buindustry@pec.bolognafiere.it](mailto:buindustry@pec.bolognafiere.it)) at least 60 days before the start date of the Event. The Exhibitor will have the right to obtain a refund of any sums already paid as compensation.**

**If, on the other hand, said communication is given with less than 60 days' notice before the start date of the Exhibition, the Exhibitor will be required to pay the entire participation fee, without prejudice to the right of the Organizer and/or Promozione for any further damages, direct and indirect.**

In such case, BolognaFiere and/or Promozione may dispose of the stand and assign it to other Exhibitors as appropriate.

If the notice of withdrawal is not given and the Exhibitor does not set up its stand, the participant shall be considered entirely in breach of contract and shall be required to pay the whole of the participation fee, as well as any other greater damages accruing to the Organizer and/or Promozione, be they direct or indirect.

Once again, in this eventuality, the Organizer and/or Promozione may make use of the stand and assign it to other Exhibitors.

The Organizer and/or Promozione may withdraw from the participation contract at their discretion up to two weeks before the opening date of the Event, and - for reasons relating to the organization and/or management of the Event, - up to the opening date.

In such cases, the Organizer and/or Promozione will not be required to indemnify or compensate the participant in any way, but will have to refund any participation fee already been received.

## Art. 6 bis - EXHIBITOR'S DEFAULT

In case of failure to comply with the requirements indicated in these General Conditions of Participation and non-compliance with obligations set out in this DDP, including the case of non-payment by the Exhibitor, the Organizer and/or Promozione may, taking into account of the seriousness of the matter:

- not activate ancillary services including all the utilities required for the regular functioning of the allocated Exhibition space;
- prohibit the supply of parking passes for cars, Exhibitor passes, provided visitor's tickets, catalogues and general plans and any other material related to participation in the Exhibition;
- Order the immediate removal of non-admissible products - with the authority to intervene

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directly and immediately should the Exhibitor not comply forthwith -, reserve the right to impose additional penalties;

- Order the immediate closure of the stand – with the authority to intervene directly and immediately should the Exhibitor not comply forthwith -, reserve the right to impose additional penalties;
- Order the exclusion of the Exhibitor from the following editions of the event.

In no event shall the Exhibitor be entitled to reimbursement or compensation of any kind and will remain obligated to pay the full amount of the participation fees. The Organizer and/or Promozione also are entitled to claim refunds for fees incurred for the publication of material supplied to the Exhibitor and not delivered and for the removal of the products displayed and/or closure of the stand and /or the possible preparation of the exhibit space, including assignment to different Exhibitors.

### **Art. 7 - DELIVERY OF STANDS**

Stands will be made available to the Exhibitors within the terms indicated in the " Technical Regulations" and the furnishing of the stands must be completed by the date indicated in the same "Technical Regulations": otherwise, the contract may be terminated due to the participant's default in the same manner and with the same consequences referred to in Art. 6.

To be able to access the Exhibition Center during the set-up and dismantling phases, the Exhibitor who is entitled to do so (as indicated in the Technical Regulations) must register on the site <http://pass.bolognafiere.it> following the instructions provided by BolognaFiere. From the PASS page the Exhibitor can authorize entry to the Exhibition Center of any charged companies (stand fitters, suppliers, forwarding agents, etc.) by assigning them a case. The charged companies will receive an automatic email from the system with the credentials to access the Pass portal. We stress that in Pass both the Exhibitor with his own account and the charged companies with their account may register names of their own personnell and their vehicles' plates for which they ask the access into the Exhibition Centre, just for setting up and dismantling periods.

If the Exhibiting/charged companies do not view the documentation published therein, including the DUVRI, they will not be able to print the passes and/or entrance tickets to the Exhibition Centre.

The Exhibitor is responsible for ensuring that the technical-professional requirements of the companies that, on his behalf, intervene in the exhibition center are met.

The Organizer may establish special rules of access to the Trade Fair Centre during setup, also in compliance with occupational safety regulations, and also restrict vehicle access and/or apply charges to vehicles parked outside designated spaces and/or exceeding the Organizer's parking time limit. In particular, if motor vehicles or other forms of transport are left inside the Trade Fair Centre for more than two hours, the Exhibitor/Delegate whose password has been used to register the vehicle may be charged the sum of € 500.00 plus Vat.



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## **Art. 8 – STANDS FURNISHING**

Exhibitors must limit their displays to the area of the stand itself, as indicated clearly in the “Technical Regulations and Various Forms” and their height may not exceed the allowed height specified in the Exhibition regulations.

Stand fittings, regardless of their size, are classified as “Standard” and “Non Standard” according to characteristics specified in the Exhibition Technical Regulations and in “Form O” (document dedicated only to exhibitors with Non-Standard stands), which is hereby accepted by Exhibitor.

To arrange any stand fitting the Exhibitor is obliged to transmit to BolognaFiere “Form 0”, which can find in the Exhibitor reserved area and in [www.slowine.befair.eu](http://www.slowine.befair.eu).

In the case of “non standard Fittings”, Exhibitor is obliged to send the plan of the stand (with signature and stamp of his authorized engineer or architect) for approval to the Organizer, as well as the documents provided by “Exhibition Technical Regulations” and by “Form 0”.

All these documents must be sent within the deadline specified in Exhibition Technical Regulations, otherwise Exhibitor will be charged with the amount of Euro 500,00 plus Vat, besides any other possible costs specified in “Form 0”.

BolognaFiere anyhow reserves the right not to allow mounting of fittings “Non Standard” which have not been previously approved.

The stands and related equipment shall be constructed in a workmanlike way, and accident and fire prevention regulations shall be observed.

The Exhibitor undertakes to comply with the regulations relating to public entertainment venues and to comply with all the requirements and formalities set out in the “Technical Regulations and Various Forms”. BolognaFiere shall have the right to call on the Supervisory Committee for places of public entertainment.

The Exhibitor is obliged to keep compliant fire extinguishers in adequate quantities within his exhibition space as per the “Technical Regulations”.

Failure to comply with the detailed provisions of the “Technical Regulations and Various Forms” will give BolognaFiere the possibility of closing the exhibition space and/or adopting the most appropriate measures to ensure safety conditions, without prejudice to any civil and criminal liability of the Expositor.

All responsibility regarding the statics of the stands, the execution and operation of the systems, the conformity of the stand materials, the fire regulations and for any damage that may be suffered to persons or property belonging to BolognaFiere or third parties, is borne exclusively by the Expositor. Failure to comply with safety regulations may result in reporting to the judicial authorities.



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## **Art. 9 – HANDING BACK OF THE STANDS**

At the end of the Exhibition, but not before, the Exhibitors/ Charged companies must proceed with the removal of the products and materials they have installed. The clearing of the exhibition spaces must be completed by the date indicated in the "Technical Regulations and Various Forms".

The Exhibitor is required to hand back the stand in the same condition in which it was received.

During all phases of the event, it is forbidden to leave waste and/ or waste materials in the Exhibition areas and in the Exhibition Centre. Waste and materials left over from set up work shall be disposed of by the Exhibitor and/or its appointed agents and hall aisles kept clear of any such materials or other obstructions.

**As required by law on environmental protection, Exhibitors in free areas, in any case not those who have pre-set up stands, are obliged to declare how they intend to treat the wastes by compulsory filling in of the Exhibition forms.**

If exhibitors do not observe dismantling times and/or this imply delays in clearing the area, the Exhibitor grants its irrevocable permission to deal with such matters, considering anything left in the booth to be waste bound for landfill sites and the Exhibitor shall be required to reimburse all direct and indirect expenses incurred for the clear-up work, this currently starting at a minimum of € 700.00 per 16.00 sqm of surface area and without prejudice to the right to claim compensation for any additional loss.

The participant expressly authorises the Organizer to check that there are no products or materials other than those installed on the stand and listed on the exit voucher in the Exhibitor's and/or its representatives' vehicle or baggage leaving the Exhibition Centre, and further authorises BolognaFiere not to allow any products and materials not listed on the exit voucher to leave the Exhibition Centre.

The Organizer and/or Promozione disclaim all responsibility for goods, materials and anything else left unattended by the Exhibitor in the Exhibition Centre.

## **Art. 10 - ACCESS TO THE EXHIBITION CENTRE**

The Exhibition shall be open to visitors, equipped with the required entry passes, every day according to the timetable that the Organizer reserves the right to establish and also modify if necessary, even during the Event.

The Organizer will provide special entry passes so that Exhibitors and their staff may have free access to the Exhibition. The use of such badges is subject to the provisions and acceptance of the "Technical Regulations and Various forms."

The Exhibitor is fully liable for the conduct of persons to whom it provides entrance passes,



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as well as for the conduct of its employees, assistants, charged companies and collaborators in the performance of their assigned duties.

Inside the Exhibition Centre it is strictly forbidden to promote offerings and donations for recognised institutions, to collect offerings, to make political or religious propaganda and to conduct any activity whatsoever not related to the aims and purposes of the Exhibition.

It should be noted anyway that the access procedures, technical regulations, booths set-up and dismantling periods and in general the holding of the Fair may be subject to changes and or modifications following possible new norms which might be put in force for any reason.

### **Art. 11 - SURVEILLANCE AGAINST THEFT - LIABILITY FOR THEFT AND DAMAGES - RELEASE FROM LIABILITY FOR BOLOGNAFIERE - INDEMNITY CLAUSE**

During the hall opening times the Exhibitor shall watch over his own stand either directly or by means of his personnel.

The Exhibitor is required to supervise his stand and Exhibition space with his own personnel during the entire Exhibition period.

The Exhibitor is the only custodian of all of the materials, goods, and furniture at the stand and Exhibition space during the entire Exhibition period (including stand set-up and dismantling).

As custodian of his stand and exhibition space, the Exhibitor is required to indemnify BolognaFiere and Promozione - substantively and legally - against all losses, damage, liability, cost or expense, including legal fees, deriving from the Exhibitor's use of his stand and assigned Exhibition space.

Although BolognaFiere provides a general day and night surveillance service inside the Exhibition Centre for the entire duration of the Exhibition and for the stand furnishing and removal periods, is released, as well as Promozione, from any and all responsibility for theft and/or damage that may be sustained by the Exhibitor.

The Exhibitor shall also be responsible to BolognaFiere for all damage, be it direct or indirect, which for any reason is attributable to him or to the staff working for him (including damage caused by furnishings or by the systems set up either directly or by third parties engaged by it, even if they have been inspected by BolognaFiere).

### **Art. 12 - INSURANCE – RELEASE, ASSUMPTION AND LIMITATIONS OF LIABILITY**

The Exhibitor shall benefit from the following insurance policies taken out by BolognaFiere:

- a) All Risks cover (including fire and theft) for direct physical damage to furniture, fittings, equipment and goods on the stand, excluding cash, valuables, jewellery and the like and excluding the software installed in computers and excluding any cover for loss of





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use of the furniture, fittings, equipment and goods during the period when the Exhibition is taking place: cover € 10.000,00 full first loss cover (including fire and theft), with absolute excess of € 300,00 per claim, increased to € 600,00 for damages sustained after the end of the Exhibition;

- b) Third party Liability cover, including fire damages: single limit € 10.000.000,00;
- c) Exhibitor's Employees Liability cover: single limit per claim of € 3.000.000,00 with limit of € 2.000.000,00 per person;
- d) Exhibitors and BolognaFiere waive the right to any claims made against the event's insurer.

The above-listed insurance policies are governed by the conditions and limitations which the Exhibitor may request to the Show Office of the exhibition, and which will be specified in the documentation concerning the exhibition itself. These insurance policies do not release the Exhibitor from liability in respect of all risks which, according to the independent assessment of the Exhibitor, are not covered or which exceed the limits of cover, as set out above. The Exhibitor shall take out such supplementary cover, as he deems appropriate.

In particular, because of the existence of a system of videocontrolling of halls, in case of thefts, Exhibitor takes note of presenting or forwarding a written report draft by the Public Authority to the Insurance Company, within seven days after the end of the Exhibition. In default, there might occur the loss of the allowance.

The Insurance Company will also handle claims and settlements at the end of the Exhibition. In any event the Exhibitor hereby undertakes to include in the supplementary insurance cover a clause in which the insurer waives any action of recourse or redress against the Exhibitors, BolognaFiere and Promozione, and in default he shall indemnify and hold it harmless from any action that may be brought against them.

Having taken note of the foregoing, the Exhibitor nevertheless (on his own account and for his agents, employees or assistants) expressly relieves the Organizer and Promozione from any liability for loss or damage which for whatever reason may occur in the Exhibition area assigned to him, and during the installation or dismantling of the area assigned to him, and in respect of anything located therein, and he accepts sole liability for any damage caused to third parties by the management of the Exhibition space or by anything introduced therein, and which is not covered in the terms or manners indicated above or by additional insurance cover taken out by the Exhibitor. The Organizer and Promozione will accept no liability for consequential damages, image damages, loss of revenues, etc.

As regards direct damages, the Exhibitor accepts that the liability of the Organizer and Promozione is limited to the insurance limits as stated above. The Exhibitor accepts these limits of liability.



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## **Art. 13 – COMPLAINTS**

Any complaints regarding the organisation of the Exhibition must be immediately reported to the Organizer in writing, and in all cases not later than seven days after the conclusion of the Exhibition. Any complaints received after such deadline will not be deemed subjects of dispute with the Organizer and/or Promozione.

## **Art. 14 – INTELLECTUAL PROPERTY**

The products and goods on display as well as the stands may not be photographed, drawn or in any way reproduced without the authorisation of the individual Exhibitors, the Organizer and/or Promozione.

The Organizer and/or Promozione nevertheless reserve the right to film, reproduce, widespread and to authorise the filming, reproduction and dissemination of general and detailed outside and inside views, and may permit their sale or even sell them directly. All the images will be used legally and free of charge. The exhibitor assumes all responsibility as to ownership of trade marks, patents, industrial inventions, industrial models, copyrights concerning products and machinery in display. The exhibitor therefore relieves BolognaFiere and Promozione from any responsibility in case of breach of such rights and anyway in case of breach of norms protecting competition both as to other exhibitors and third parties in general. Any dispute between exhibitors and exhibitors and third parties will have to be settled by themselves, with no responsibility for BolognaFiere and Promozione.

## **Art. 15 - TEMPORARY IMPORT**

The temporary import of foreign merchandise or goods (such as samples) for display at the Exhibition must be carried out – at the Exhibitor's expense – through BolognaFiere's official carrier according to the methods specified in the "Technical Regulations and Various Forms" with exemption of all responsibility for such official carrier as well as for BolognaFiere and/or Promozione.

## **Art.16 - PRESENTATION OF PREFABRICATED STRUCTURES, CRANES, SCAFFOLDING, ETC., AND MACHINERY DISCIPLINE EXPOSED IN OPERATION**

For the display of prefabricated structures, tower cranes, self-erecting cranes and similar, scaffolding, temporary reinforcement and scaffolding in general, the Exhibitor, in addition to guaranteeing the full and scrupulous application of all safety, legislative and regulatory standards, of good technique, as well as dictated by experience and prudence, undertakes to scrupulously observe BolognaFiere's instructions for the entire period of their stay in the Exhibition Centre.



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The machinery on display cannot be operated, unless an exemption is issued in writing by the Operations Division of BolognaFiere, provided that this does not cause danger or nuisance. In this case the machinery must be equipped with the necessary devices to prevent accidents, annoying noises, foul odours, as well as the emission of gas and liquids. Machines may not be operated with internal combustion engines in the halls, and must not require the use of fuels or gas cylinders. All machines must comply with safety laws, regulations, and standards of good practice, and must be accompanied by the administrative documents issued by competent authorities. The Exhibitor will assume all civil and criminal liability for any injury and/or damage to third parties caused by the non-observance and violation of such regulations and/or instructions. This is without prejudice to BolognaFiere's right of direct intervention to arrange or effect the removal from the Exhibition Center of any structures that do not comply with the above provisions.

## **Art. 17 - TECHNICAL SERVICES**

At the Exhibitor's request and in accordance to the terms of the "Technical Regulations and Various Forms", BolognaFiere will supply the Exhibitor electrical energy for lighting and for motive force and connection to the water mains, and compressed air. In addition, BolognaFiere reserves the right to supply, or to outsource or grant exclusives for, any service it deems useful for Exhibitors, defining the methods of use for same.

Specifically:

- connections and disconnections between the electrical installation or water system set up by the Exhibitors and the junction box and water supply points, respectively, may be carried out only by the firms authorized to do so by BolognaFiere; such companies will have to observe the instructions contained in the "Technical Regulations and Various Forms";
- Stand cleaning shall be carried out by the Exhibitor, from the last day of the furnishing period and for the entire period of the Exhibition, using their personnel or using the official supplier of BolognaFiere.
- Telephone equipment may be connected and disconnected only by the company authorised by BolognaFiere;
- For all portage, transport, loading and unloading operations, the Exhibitors must be conducted by BolognaFiere's official forwarder;
- Access to the halls is permitted only to electrical vehicles.

The Exhibitor understands that the "services" (either managed directly by BolognaFiere or outsourced or granted in exclusive) ensure good performance under conditions of normal use of such services, and in all cases exempts BolognaFiere, the contractors, and providers of such services from any and all liability due to any irregularity in the performance of such services.



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## **Art. 18 - PRINTED LITERATURE AND ON-LINE INFORMATION**

The Organizer reserves the right to release the Catalogue and widespread the data (also in summary or abbreviated form) contained in the Ddp regarding the Exhibitors and the products and/or services they present, or regarding anything else exhibited or presented, using the means and techniques of communication (printed matter, keys, Internet, etc.) most appropriate, with no liability for any mistake, omission, or malfunctioning. The information reported will refer to application forms received and approved up to 45 days before the opening of the Exhibition, without prejudice to the Organizer's right to change the allocation of the stands. The above also applies to the contents of other forms signed by the Exhibitor or by its agent and provided to the Organizer also by means of IT tools.

The Organizer reserve the right to provide, on its web site, areas reserved for the individual Exhibitor, to which the Exhibitor himself can gain access by his personal password and username to put online, send or modify information relating to his own business. The Exhibitor will have exclusive liability for the content of the area reserved for him and for the proper use, including on the part of third parties, of the password and the username assigned to him by the Organizer.

## **Art. 19 - FORMS OF ADVERTISING ON SALE**

Outside the Exhibition area, assigned to the Exhibitors, any and all forms of publicity or advertising must be carried out through the Organizer or through the companies appointed for this purpose by BolognaFiere. Such advertising will be subject to the payment of a fee and associated tax charges.

## **Art. 20 - CAR PARKING LOTS**

For safety reasons, only cars will be allowed access to the car parks provided for Exhibitors - until all parking spaces are available - (excluding commercial vehicles, trucks, etc...) provided with a special parking permit issued by the Organizer and parking is allowed only in the appropriate spaces and only during the opening hours of the Exhibition Centre.

It is strictly forbidden to park commercial vehicles and lorries of any kind inside the Exhibition Centre, even for short periods only.

It is also strictly forbidden to park cars outside the allowed spaces and after the closing time of the Exhibition Centre.

In the event of failure to comply with these provisions, the Organizer may take steps to obtain the forced removal of the vehicle from the car park or may install mechanical means inhibiting its use, at the risk and expense of the Exhibitor to whom the permit has been



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issued and the owner of the vehicle, who shall remain jointly and severally liable with the Exhibitor for the relevant expenses.

The Organizer reserves the right not to admit to the next edition of the Exhibition any Exhibitor who has not complied with the prohibitions described above, even through his or her agents.

All the passengers of the vehicle must have a valid document for admission to the Exhibition centre. Since the car parkings are unattended, the Organizer is not responsible for the security of the vehicle and will accept no liability for damage or theft of any kind.

## Art. 21 - SPECIAL PROHIBITIONS

It is expressly forbidden for Exhibitors to:

- make any sale involving on-the-spot delivery of goods to the buyer, except for the sectors authorized by the Organizer;
- exchange or give in their stands, also partially;
- display prices, with the exception of the sectors in which the Organizer provides that this is possible;
- present any form of advertising outside their own stand and in the Exhibition centre. Exhibitors may distribute advertising material only inside their own space;
- display products that do not belong to the trade sectors of the Fair as specified in the Application form;
- display samples or signs, even of a purely indicative nature, for firms not mentioned in the application form and not represented;
- use, for any purpose whatsoever, of remote controlled devices including drones in the Exhibition Centre (APR). Any exceptions must be requested to BolognaFiere Operations Department, which reserves the right to evaluate, within the scope of the provisions of current legislation, the possibility of use in accordance with methods and procedures to be agreed;
- any spectacle or entertaining initiative of any kind, nature and characteristics, even if limited within the stand or aimed at presenting products without prior authorization of the Organizer and the Operation Division of BolognaFiere; moreover, it is exclusive competence of the Exhibitor the request and acquisition of any authorizations from the relevant bodies (health authorities, public security etc.), and the fulfillment of any copyright (authors and publishers) and related rights (producers and artists), for the above mentioned initiatives, if and as requested;
- Music broadcasting (live or recorded) by means of equipment reproducing music and sound. Any exception must be authorized in written by Organizers only if the Exhibitor does not cause any noise and has paid all the provided duties to the relevant authorities;
- use own forklifts and lifting devices in the Exhibition Centre;
- any form of unfair competition between or among participants in the Exhibition. Therefore, to ensure the correct taking place of the Exhibition, the Exhibitor hereby accepts all of the initiatives that the Organizer may undertake to ensure the immediate

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ending of any possible forms of unfair competition or to protect and safeguard the other Exhibitors and the Organizer itself.

The technical prohibitions issued for reasons of safety, health, pollution in general, for persons and property, and to prevent tampering with the property and assets of the Exhibition Centre, as well as the instructions contained in the “Technical Regulations and Various Forms” are an integral part of these General Terms and Conditions, and the Exhibitor undertakes to observe them scrupulously. Any exceptions may be issued, only in writing, by the Operations Division of BolognaFiere.

In the event of disregard of even one of the prohibitions specified above, or of those referred to in this Article, the Organizer may apply the sanctions provided in the “Technical Regulations and Various Forms” and/or terminate the contract for participation in the Exhibition without recourse to the Court, but simply by means of any form of written notice to the Exhibitor at his stand. This will entail the immediate closing of the stand and withdrawal of access documents to the Exhibition Centre, without prejudice to the sums due by the Exhibitor.

## **Art. 22 - POSTPONEMENT, REDUCTION OR CANCELLATION OF THE EXHIBITION**

The Organizer has the irrevocable right, at its discretion, to change the dates of the Exhibition; this will not give the Exhibitor any right to back out of or cancel the contract or to be released from any of his obligations.

In addition, the Organizer may reduce the length of the Exhibition or eliminate all or some of its sectors without being required to pay damages or penalties of any kind. In such cases, the Organizer will give written notice of changes by means of registered letter, Pec, fax or e-mail, to be sent at least 15 days before the opening date of the Exhibition.

## **Art. 23 - FORCE MAJEURE**

Force majeure is defined as the occurrence of any event or circumstance (“Event of Force Majeure”) that prevents the fulfilment of one or more contractual obligations, if and to the extent it is demonstrated that:

- a) the occurrence is beyond the parties’ reasonable control; and
- b) it could not reasonably have been foreseen at the time the contract was stipulated; and
- c) the effects of the occurrence could not reasonably have been avoided or overcome.

Unless proven otherwise, the conditions referred to in points a) and b) above are considered satisfied in the presence of the following occurrences: war (declared or not), invasions, actions by foreign enemies, large-scale military mobilisation on national or international territory; civil war, uprisings, rebellions and/or revolutions, insurrections, acts of terrorism, sabotage or piracy; embargoes; need to obey any government law or order, expropriation, requisition, nationalisation; plagues, epidemics, natural disasters or extreme natural events in general; explosions, fires, destruction of equipment, prolonged interruption of transport and/or transportation, of telecommunications, of the IT system or of the energy network;



## Slow Food® Promozione

boycotts, strikes and lockouts, occupation of facilities.

If any Event of Force Majeure should occur, the Organizer and/or Promozione will be relieved of their obligation to fulfil their contractual obligations and released from any liability for damages or any remedy for breach of contract starting from the moment in which the Event prevents such fulfilment, provided that notice is given to the other party without delay. If prompt notice is not given, the Organizer and/or Promozione will be relieved of their obligation and released from liability when the other party has received such a notice; the other party may suspend fulfilment of its obligations starting on the date of such notice.

If the Fair must be postponed due to an Event of Force Majeure, the Organizer and/or Promozione will retain the amounts already received, which the Exhibitor may use – without any guarantee regarding rate changes – to participate in the Fair on the new dates.

If the Fair must be cancelled due to an Event of Force Majeure, Organizer and/or Promozione will retain only the registration fee paid by the Exhibitors, as reimbursement charges for the costs BolognaFiere really shouldered for organizational reasons, returning to the same Exhibitors the remaining paid amounts, and in such case no Exhibitor will have the right to seek any damages against the Organizer and/or Promozione on any grounds or for any reason.

If any Event of Force Majeure should occur, the Exhibitor will be relieved of its obligation to fulfil its contractual obligations and of any liability for damages or any remedy for breach of contract starting from the moment in which the Event prevents such fulfilment, provided the Exhibitor gives prompt and documented notice to the Organizer and/or Promozione without delay. If prompt notice is not given, the Exhibitor will be relieved of its obligation and released from liability when BolognaFiere has received such a notice; BolognaFiere and/or Promozione may suspend fulfilment of its obligations starting on the date of such notice. If it is impossible for the Exhibitor to attend the Fair due to an Event of Force Majeure, BolognaFiere and/or Promozione will retain the amounts already received, which the Exhibitor may use – without any guarantee regarding rate changes – to participate in a subsequent edition of the Fair.

It is hereby specified that if an Event of Force Majeure should occur, the deadlines for the notice required by Article 22 “Postponement, reduction or cancellation of the exhibition” will not be applied.

### **Art.24 - GENERAL PROVISIONS - CHOICE OF DOMICILE - APPLICABLE LEGISLATION - ITALIAN JURISDICTION AND COMPETENT COURT OF LAW**

The Exhibitor is obliged to abide by any regulations that may be issued to BolognaFiere by the Public Safety Authorities and those responsible for fire and accident prevention and for the supervision of places open to the public. The Exhibitor and third parties working for him inside the Exhibition Centre must hire staff with regular job contracts in accordance with the laws in force (as to social security, insurance, taxation, etc.). The Exhibitor agrees to have his legal domicile, for all intents and purposes of law, at BolognaFiere’s registered office. The Exhibitor accepts Italian jurisdiction and no other, and acknowledges as competent the law Court of Bologna. Relations between the Organizer, Promozione the Exhibitor and any

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**SLOW FOOD PROMOZIONE S.r.l. Società Benefit**

Sede legale Via MendicITÀ Istruita, 14 - 12042 Bra (CN) - telefono 0172/41.96.11 - fax 0172/42.12.93

e-mail: [info@slowfood.it](mailto:info@slowfood.it) - internet site [www.slowfood.it](http://www.slowfood.it)

Capitale sociale euro 115.000,00 i.v. Tribunale di Alba Reg. Soc. 6166 C.C.I.A.A.Cuneo 162724

P. Iva e codice fiscale 02220020040 - Società con socio unico soggetta a direzione e coordinamento di SLOW FOOD ITALIA APS



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third parties are governed solely by the Italian law.

## **Art. 25 - RELATIONS WITH BOLOGNAFIERE**

The Exhibitor acknowledges that the Exhibition will take place in the Exhibition Centre of BolognaFiere and undertakes to observe, and to have its employees and personnel observed, the rules and regulations issued by BolognaFiere. The Exhibitor declares that he/she has read the BolognaFiere Code of Ethics, available on the website [www.bolognafiere.it](http://www.bolognafiere.it) and the Code of Ethics of Promozione, available at the link <https://www.slowfood.it/slow-food-promozione-societa-benefit/modello-di-organizzazione-gestione-e-controllo-d-lgs-231-01/>, that he/she shares them and fully agrees with their content, and is aware of the possible consequences and penalties deriving from violation of the principles and rules stated therein. All rights of the Exhibitor will be borne solely and exclusively by the Organizer, while any and all behavioral obligations assumed by the Exhibitor will also be considered extended in favor of BolognaFiere which will therefore be entitled - in case of the Exhibitor's default in such obligations, to take direct actions, by means of its service staff in the Exhibition Centre, in order to enforce its rules and regulations and all laws.

## **Art. 26 - PERSONAL DATA PROCESSING - Information to the data subject pursuant to Article 13 of Regulation (EU) No. 2016/679**

The Organizer and/or Promozione undertake to process the personal data made available by the Exhibitor in compliance with the provisions of Regulation (EU) No. 2016/679, as well as with the guidelines and requirements laid down by the Data Protection Supervisory Authority and any other applicable regulation. For further in-depth information regarding the processing of personal data carried out by Promozione, please consult the Privacy Policy Statement at the following link: <https://privacy.slowfood.com>.

In accordance with and by the effects of what is set forth in articles 1341 and 1342 of the civil code, approval is provided for the following clauses of the Exhibition General Conditions of Participation:

- Form and Irrevocability of the participation application (Article 2)
- Organiser's discretion (Article 2);
- Right to cancel or withdraw from the contract or to suspend its execution (Articles 4, 6, 6bis, 7, 8, 21, 23, 26);
- Penal clause (Articles 4, 6, 8, 9);
- Renouncement of compensation or reimbursement (Articles 5, 6)
- Right to withdrawal restrictions (Articles 6, 6bis, 22)
- Limitation or exemption from liability (Articles 8, 9, 11, 12, 13, 15, 17, 18, 20, 23)
- Assumption of responsibility (Articles 8, 10, 11, 12, 16, 18, 20, 25)

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# Slow Food® Promozione

- Utilities and services (Articles 17, 19)
- Exclusive territorially competent forum (Article 24)
- Processing of personal data (Article 26)

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## **PRIVACY POLICY**

### **Contractual provisions regarding confidentiality and data protection**

The following articles refer to the processing of data concerning the stipulation of the contract for the supply of exhibition space and relevant contractual obligations.

All personal data resulting from this Agreement and from the orders deriving from it, concerning both the parties and the personnel of the parties and/or identified and identifiable third parties involved in any capacity, must be processed in accordance with EU Reg. 2016/679 - GDPR- and Italian Leg. Decree 196/2003 and subsequent amendments. - Code on the protection of personal data - and in accordance with the privacy policy that the data controller has made available at the link <https://privacy.slowfood.com>.

By signing this Agreement, the parties declare that they have been duly informed in accordance with the law, and by virtue of Articles 13-14 of the GDPR 2016/697 and are, therefore, aware of the methods and purposes of the collection and processing of personal data envisaged when completing this contractual relationship and in relation to this undertaking, as well as of the same rights that the law grants to the data subjects, to whom it undertakes to provide the necessary information required by law.

Each party undertakes to assess the relevant legal bases and, if necessary, to acquire consent to the processing, prior to the transmission to the other party of personal data by the subjects involved in the planned activities, in order to comply with the regulatory obligations of this contract, within the limits of the principles of lawfulness, necessity, proportionality, non-excessiveness and accountability, including protection from protection and by default.

All personal data will be processed, including communications to third parties of the aforementioned data for purposes related to contractual fulfilment or compliance with legal obligations, including the adoption of security measures. The data will be processed manually and with automated tools, stored for the duration required by law and until the date stipulated by law. The parties confirm that the processing of personal data provided to fulfil the contractual relationship, for administrative, accounting, organisational and contact purposes between the parties is based on pre-contractual and contractual obligations, as well as on legal obligations and, therefore, consent to processing is not required.

The Exhibitor declares that they have read and understood the privacy policy and does not object to the processing therein, on the basis of the legitimate interest of the data controller, with specific regard to the sections "exhibitors, speakers, cooks and guests of the trade fair events" and "anyone related to their audio and video images".



# Slow Food® Promozione

## **Organization, management, control model and Code of Ethics**

Promozione has adopted and effectively implemented its own organization, management and control model adequate to prevent the commission of the crimes referred to in Legislative Decree 231/2001 regarding "Administrative liability of entities".

The Exhibitor undertakes, in carrying out the activities covered by the agreement, to rigorously comply with the principles established in Model 231/2001 and in the Code of Ethics of Slow Food Promozione Srl SB, which can be downloaded from the website <https://www.slowfood.it/slow-food-promozione-societa-benefit/modello-di-associazione-gestion-e-controllo-d-lgs-231-01/>

It also undertakes to respect and ensure that any of its collaborators respect all the principles contained in the aforementioned documentation. The adoption by the Exhibitor of behavior in violation of the provisions of this clause will give the right to Slow Food Promozione Srl SB to terminate this contract early, pursuant to and for the purposes of the art. 1456 cc and to request compensation for any damage.