

# PARTECIPATION RULES

## general conditions of participation to BOLOGNA MINERAL SHOW - BIJOUX EXPO 2018

### ORGANIZERS AND NAME OF THE SHOW

**Art. 1** - In compliance of the objectives laid down in its Statute, the Bologna Mineral Service S.r.l. (later indicated as the "Organizer") organizes in the pavilion "Unipol Arena" in Casalecchio di Reno (BO), owned and managed by Costructa spa, the BOLOGNA MINERAL SHOW and BIJOUX EXPO, show and market of Mineralogy, Malacology, Gemmology, Geology, Entomology and Palaeontology.

The exhibition and sale of Editorial material must be notified to the Organization and which it has authorized.

**Art. 2** - The Shows are organized in order to increase the production, to develop the trade and to increase the knowledge of the sectors concerned by the Show.

**Art. 3** - All Shows are governed by the following rules.

**Art. 4** - The opening dates and hours of the Show are set by the Organizer. The Organizer has at all times the right to change the opening dates, or the duration of the Show, without giving any right to requests for damages.

### PARTICIPATION AND ADMISSION

**Art. 5** - The following can take part to the Show:

a) collectors, companies and amateurs, from Italy and abroad, displaying their products or services within the merchandise sectors concerned by the Show.

The participation will not be allowed to those exhibiting processed fake, illegal, or artificial minerals, fossils, shells, insects and gems. The Organizer has the right to ask collectors, corporations and amateurs the documentation proving the origin and authenticity of their exhibits and to proceed directly to the eventual controls. Collectors, amateurs and companies, from Italy and abroad, participating to the Show and displaying products, fake artefacts, or illegal pieces, shall be considered engaged directly with the Organizer, who has the right to decide about the acceptance of their applications or about their permanence in the Show site. The Organizer has the right to admit even companies, agencies and organizations not listed in the preceding paragraphs, as well as to exclude certain services, products or samples.

**Art. 6** - Applicants for admission must submit an application without restrictions of any kind, using the specific form that must be signed by the owner of the firm or by the applicant or legal representative or by a delegated person. It is compulsory to fill out the "Application form" in every part, to specify the products to be displayed on the form "Merchandise sector" attached to the "Application form" and on the online catalogue at [www.bolognamineralshow.it](http://www.bolognamineralshow.it), listing the products in an explicit and complete form, without adding words or phrases that could lead to misinterpretation.

**Art. 7** - The request for participation becomes irrevocable as soon as received by the Organizer. By signing and submitting the application form, the applicant agrees to:

a) unconditionally accept, and recognize as valid for himself as well as for his own delegates and employees, all provisions of these Rules and all additional provisions of the Organizer as subsequently enacted, as well as all the rules and laws established by the competent bodies in this sector;

b) to elect legal domicile in Bologna;

c) to recognize the exclusive competence of the Forum of Bologna in the event of a dispute of any kind.

**Art. 8** - The acceptance of the application form is subject to the sole opinion of the Organizer, who, in case of acceptance, will give the applicant no later than 30 days before the date of inauguration of the Show, communication by means of the "Confirmation of Participation", a document attesting the Registration and authorizing the applicant to consider himself as participant. This, provided that the application is received by the Organizer within 60 days before the beginning of the Show. For applications received after these deadlines, the Organizer can communicate the acceptance (confirmation of participation) until the day before the inauguration of the Show. If an application will not be accepted, a written notice will be given to the applicant, without obligation for the Organizer to specify the reasons. The refusal of the request for participation shall not give the applicant any right to compensations or refund of damages, but for the return of the sum already paid to the Organizer by the applicant.

**Art. 9** - The rejected applicant cannot make use of the fact of having already taken part to previous Shows, nor argue that his participation has been solicited by the Organizer, nor rely as evidence of his admission upon the correspondence between him, Bologna Mineral Service srl or Costructa spa, neither for the payment of participation fees nor for the publication of his name on any list.

### PAYMENTS

**Art. 10** - To apply for participation and for the granting of the exhibition areas, the following must be paid:

a) a participation fee in relation to the required surface, as by the tariff;

b) a participation fee for the services or the compulsory technical supplies provided by the Organizer;

c) additional promotional services: flat fee of Euro 4,07 + VAT per meter for: online catalogue, customized electronic invitation, online press releases, communal tax on advertising and other services.

In the case of exhibition of products, fake artefacts or illegal pieces, the Organizer will apply a penalty of Euro 10,00 for each exhibited item above mentioned, as well as the immediate removal of the items, which will be returned at the end of the event, upon payment of the due penalty sum. While signing the application form an advance fee must be paid as by the tariff. The

Organizer has the right to modify the rates communicated to exhibitors in case of economically relevant events. In order to facilitate the management of technical supplies, a power of 100 W per meter will be automatically granted (including connection). Any request for additional electricity will be fulfilled by providing an additional connection line, this request can be made with the application form and with a surcharge of 65,00 euros per Kw. until a maximum of 3 Kw.

**Art. 11** - The balance of the participation fee must be paid within the deadline of 31/12/2017.

**Art. 12** - All invoices issued by the Organizer after 31/12/2017 must be paid immediately in full. To those participants failing to comply with the payment rules, the Organizer will not release the "authorization for the occupation of exhibition areas".

**Art. 13** - Any amount paid by applicants whose application for participation has not been accepted, shall be repaid without interests, after the end of the Exhibition. Also the deposits, paid in any way and that do not have anymore reason to exist, will be refunded without interests.

### RENOUCE - ABANDONMENT

**Art. 14** - The renounce to participation, which can be considered only in case of very important events and acts of God, must be sent in writing to the Organizer at least 60 days before the event, and in any case it does not relieve from the payment of the due amounts.

**Art. 15** - In case of failure to communicate the renounce or if the renounce is made less than 60 days from the opening of the exhibition, the Organizer will apply a penalty of not less than twice the amount due for participation.

**Art. 16** - The Organizer will consider the exhibition areas as abandoned if:

- a) not covered with the products intended for exhibition at least twelve hours before the time fixed for the opening, even if the areas are already prepared and provided with name shield;
- b) left unattended or in conditions of apparent negligence during the Exhibition.

**Art. 17** - In case of failed payment, renounce or abandonment, the Organizer has the right to sell the areas to third parties, without being required to reimburse or compensate any damage and still having the right to require the payment due according to the application and the penalties as described in the art. 16, in addition to moral damages suffered because of the non-participation.

### PARTICIPANTS CLASSIFICATION - AREAS ALLOCATION - AUTHORIZATION TO THE OCCUPATION OF AREAS

**Art. 18** - The areas are assigned according to the surface and the positions resulting from the plan prepared by Bologna Mineral Service S.r.l. and Costructa spa, that is remitted to the participant with the "Confirmation of participation - Authorization to the occupation of areas." The allocation of tables and stands is the exclusive competence of the Organizer. Any particular request put forward by the applicant at the time of submission of the request for participation is purely indicative and do not bind the Organizer or in any way affect the request for participation and therefore are considered as non-binding. The areas allocated are made available to participants at least one day before the date of opening of the Exhibition and must be occupied before 9.00 am on Friday 9<sup>th</sup> march 2018, after this day and time still free areas may be reassigned to other applicants without this leading to the redemption of shares paid.

**Art. 19** - In order to occupy the areas assigned, the participant must comply with the payment rules and have the relevant "Authorization", which is issued by the Organizer and contains all the information relating to assigned areas.

**Art. 20** - The Organizer has the right to change or discontinue certain product groups, to change or reduce at any time, and even after sending the "Confirmation of participation - Authorization to the occupation of areas" as well as during the event, the areas already granted, making any necessary variation, and to change the position of the assigned areas, without giving the exhibitors the right to renounce or to compensations of any kind.

**Art. 21** - If the location changes or in case of reduction of the areas, as decided by the Organizer, the balance of the due amount will be calculated; the allocated space will be rounded up to the following meter.

### EXHIBITION OF SAMPLES - SET-UP OF AREAS - CLEANING

**Art. 22** - The participant is required to set out for the duration of the whole exhibition, the only products specified in the request for participation. The set-up of the areas and the exhibition of the samples must be completed twelve hours before the opening. Later arrangements of samples can be performed only as an exception between the evening closing and the following morning opening, subject to authorization by the Organizer.

**Art. 23** - For the set-up of the stand the maximum height is: 3,00 m above the ground - any exceptions only on request.

**Art. 24** - The participants must provide a daily cleaning of the assigned areas, using their own staff or cleaning firms authorized by the Organizer. If the cleaning is not done daily and properly, the organizer will provide with his own staff, charging the expenses to the participant. Participants are strictly bound to comply with fire regulations and safety rules that may be issued by Costructa spa also separately from this regulation. As by the Legislative Decree No. 626/94 and subsequent amendments thereto, the employer of the exhibiting companies or of the services suppliers undertakes:

- to provide appropriate instructions regarding the working risks to their employees and to those of companies present on his own space;
- to verify the suitability of the technical-professional preparation of

independent consultants who may be called to work in his own space; In particular he declares to be aware of the problems and/or requirements regarding the specific technical plant issues, the access ways, traffic and logistics within the Unipol Arena, the provisions in case of fire or dangerous situation. The Unipol Arena is equipped with a security service plant. Therefore in case of a dangerous situation timely notice must be given to the fire service. In case of fire, besides giving the alert to the staff as described above, each owner or manager must ensure that every worker keeps calm and follows any instructions from the staff. If the order of evacuation is given, each worker must avoid to scream or run, to use the elevators and/or lifts, must head towards the reported nearest exits.

#### PROHIBITIONS

**Art. 25** - Participants are prohibited:

- a) to sell or exchange - also for free - the allocated areas;
- b) to cover an area greater than the assigned one or exceed in height the measures established by the Organizer for the various types of areas;
- c) to store packaging material or other material not intended for exhibition near the assigned areas, or within the Unipol Arena;
- d) to display products not listed in the application for participation;
- e) to display necklaces, rings, earrings, handmade objects, fake objects, processed or illegal objects;
- f) to display posters or signs outside the allocated areas or in a place or position other than that established by the Organizer;
- g) to make any form of advertising;
- h) to use loud calls or other forms of publicity which, for their substance and exteriority, may infringe relevant laws or regulations, or constitute a direct comparison with other participants, or may otherwise cause them trouble or damage, as well as to collect signatures, declarations and judgments; the propaganda and assessments that may be critic or offensive towards political or social institutions of our and other Countries;
- i) to own or use bottles or other containers of gas of any kind, or to fill and store tanks, boilers or other containers filled with fuel for the operation of machines, unless with written authorization of the Organizer;
- j) to put machines in action without the written permission of the Organizer;
- k) to perform tests, demonstrations, transactions that could jeopardize the safety of persons or things, or are likely to disturb, irritate, harm, danger or that are considered dangerous in the opinion of the Authority responsible for safety and accident prevention;
- l) to light fires, to introduce explosives or dangerous or smelly products, or products that may cause damage or harassment;
- m) to cover or hide the exhibits during the opening hours for the public;
- n) to leave unattended or abandoned the allocated areas;
- o) to remain in the Unipol Arena during the hours of closure;
- p) to move or stop with vehicles of any kind outside the areas assigned;
- q) to organize transport, shipping, loading or unloading of goods using construction works, installations of technical and cleaning services, people or companies not authorized by the Organizer, unless they are employees of the participant;
- r) to resell or hire to third parties entrance passes;
- s) to dismantle or exit materials and samples before the closing of the Exhibition;
- t) to stain the walls and the floors of stands, paint signs or write directly on the walls and on panels, fix panels with nails or other tools; to display paper posters, unless they are mounted on framed panels.

**Art. 26** - All those infringing the rules, the Organizer has the right to:

- a) claim compensation for damages caused directly or indirectly to persons and properties of the Organizer and others.
- b) withdraw the free entry pass;
- c) apply a penalty of not less than the total fee paid for the table or stand;
- d) require the temporary closure of the areas without giving the right to the participant to claim for any damages whatsoever;
- e) make clear the areas and sell them to others, without recognizing any refund of the amounts paid and without giving the participant the right to make claims for damages.

#### OPENING HOURS - ENTRANCE - TICKETS - PASSES

**Art. 27** - The Unipol Arena remains open as established by the Organizer, who defines the opening hours, both for exhibitors and for visitors. The Organizer also has the right to change the opening hours as needed.

**Art. 28** - In order to enter the Unipol Arena the entrance ticket or the personal pass must be shown to the control staff. The Organizer has the right to modify at its own discretion, conditions, timetables and procedures for admission to the facility.

**Art. 29** - The Organizer will assign each participant a number of free entry passes in proportion to the hired area and according to the following scheme:

##### Tables Stands

- up to 2 table 2 passes
- 3 to 6 table 3 passes
- from 6 table 3 passes

##### Stands

- up to 16 m2 2 passes
- from 17 to 32 m2 3 passes
- from 32 m2 3 passes

The Organizer will not give the passes to the participants failing to comply with the due payments.

**Art. 30** - The passes and permits are given to participants, suppliers and employees services. All of them are bound to write immediately on the passes the complete name and family name of the persons who will use them during the event.

#### TECHNICAL SERVICES

**Art. 31** - The Organizer and Costructa spa, within the limits of the available facilities, will provide, upon payment of the applicable fees, the supply of

electricity and of the additional services according to the requests made by the participant (at least 60 days before the opening) with the specific request forms supplied by the Organizer or by Costructa spa; the request is binding for the participant. In the event of a delayed request, the Organizer and Costructa spa will not consider themselves committed to providing the requested services. For these supplies is the Organizer only transmits the services, guarantees and risks provided by the respective suppliers. With regard to lamps and lighting equipment it is required the use of LED, neon or other sources with low energy consumption and the participant is required:

- a) to submit them, before the operation, to a functional test made by the Organizer or Costructa spa;
- b) to install, at his care and expenses, all equipment required by the applicable laws for the safety of persons or objects. If in the area assigned to the participant the technical services as required by the participant should not exist, derived lines will be put in place from the normal lines, if not prohibited by specific technical reasons, by the staff of the Organizer and Costructa spa, and the related costs will be paid by the participant.

**Art. 32** - The payment of services provided by the Organizer and Costructa spa shall be performed by the participant at the moment of his request and in any event prior to the removal of the materials from the event site.

**Art. 33** - Any abuses and failures in the use of the technical services will:

- a) authorize the Organizer and Costructa spa to suspend the provision of such services, without prejudice to the right of the Organizer and Costructa spa to charge the amounts due for the services supply;
- b) bind the participant, in the event of an accident, to pay for any damage caused to persons and properties of the Organizer and Costructa spa or others;
- c) bind the participant to liability and resulting penalties.

#### PHOTOGRAPHIC SHOOTING - FILMING

**Art. 34** - For filming and shooting of photographs and their reproductions one or more photographers authorized by the Organizer are available for all participants. The Organizer has the right to shoot panoramic views and detail views -both internal and external -and to sell them or allow their sale.

#### ADVERTISEMENT

**Art. 35** - Any form of propaganda or advertising within the Unipol Arena and outside, in the streets and adjacent areas, shall be governed solely by the Organizer. Advertising, only for his own company, may be exercised only by the participant within his own area, safe the prohibitions indicated in the art. 25. The participant can arrange, with the approval and under the supervision of the Organizer, advertising installations and other forms of advertising to particular tariffs. The specific form with rates and available types of advertising will be sent upon request. Special technical needs, service requirements or other reasons can cause the change of place or the deletion of advertising installations or other forms of advertising: in any case the participant has no right to claim for damages.

**Art. 36** - In case of distribution of printed brochures, flyers etc., it is prohibited to use drawings, writings, titles or graphics in antagonism with the rights of the Organizer, who claims as his exclusive property the names and brands of the events organized with all the changes, abbreviations, simplifications, jingles and trademarks. The banner advertising exposure and distribution of propaganda of other events must be requested to the organization and authorized by the same. In the case of non-compliance with Art. 36 exposed material will be removed and taken to landfill.

**Art. 37** - SIAE - In case of distribution of media or multimedia works or parts of such works protected by the Law 22.4.1941 no. 633, the applicable copyright fees and stamps must be performed prior to the distribution, according to art. 181/bis of the same law. The abuse of intellectual properties and the absence of the SIAE stamp on the mentioned supports are criminally punished in accordance with Art. 171 and following Law 633/41.

#### OFFICIAL CATALOGUE

**Art. 38** - The Organizer shall, without commitment or liabilities towards the participant, activate the official on-line catalogue and print as well as distribute the Official Catalogue, including all data contained in the applications received and accepted until 30 days before the Show. In order to be included, the participant must fill out a form and send it to the Organizer at least 30 days before the Show. The Organizer disclaims any and all liabilities as to the date of publication of the Catalogue and for erroneous compilations by the participant or typographical mistakes or layout mistakes. Upon approval and agreement with the Organizer, regarding the fees, participants can add further indications of technical and advertising character.

#### SPEAKERS AND SOUND TRANSMISSION

**Art. 39** - Sound broadcasts are not allowed, including the use of radio and television sets. Costructa spa can use the speakers installed in the Unipol Arena for official communications or in case of emergency.

#### DAMAGES-INSURANCE-SURVEILLANCE

**Art. 40** - The participant is responsible for all damages caused to persons and objects, by products on display, by installation of electrical systems, by advertising structures, by means of transport used, by machinery in operation and by his own staff. As a consequence, the participant is required to have appropriate insurance coverage for Civil Responsibility and All Risks policy. The Organizer and Costructa spa as well as their staff and employees will not be responsible for damages suffered by persons or things on the site of the exhibition. The participant is obliged to sign an appropriate ALL RISK insurance covering goods, raising the Organizer, Costructa spa as well as their staff and employees from all liabilities.

**Art. 41** - The Organizer assumes no responsibility for damages or injuries caused to persons or objects by anyone. As a result, the damages resulting from theft, fire, lightning, storms, explosions, blackouts, high water, rain or other causes will not be compensated.

**Art. 42** - The Organizer provides a general control service during the day or

night, but declines any responsibility to this regard.

#### **LEAVING THE AREAS – EXIT OF MATERIALS – RETURNS OF WARE - RECOVERY CLAIMS**

**Art. 43** -All the products on display can leave the area only after the closing of the event, beginning at the date and time set by the Organizer; in case of non-removal, the Organizer can directly proceed with the removal and bring elsewhere the goods of the participant, of course, at the expense of the same participant, being allowed also to break down doors and locks, without prejudice to the damages, for which, as guarantee and coverage of expenses, the Organizer keeps the right of retention of the goods remained on the site of the exhibition. After 10 days if the goods are not picked up, the non-perishable products and materials described above may be sold. The sum derived from the sale of the goods and materials, less the expenses, will be available for the interested party at the Organizer's premises. Not providing the withdrawal, within two months, of the sum above described, this will be cashed by the Organizer. For materials remained on the exhibition site, the Organizer disclaims any and all liabilities for theft and damages.

**Art. 44** -It is allowed only exceptionally and with a reasoned written request, to bring out during the exhibition any displayed pieces or samples of all types of materials, against issue of a special "exit permit" by the Organizer. The final exit of all exhibits and any other commodity, is subject to the issue of an "exit permit" for which the rules will be specifically enacted. The "exit permit" will not be issued to those participants who have not previously settled all administrative aspects with the Organizer and Costructa spa. The material is a kind of deposit for the Organizer until total extinction of his own rights, even in cases where the material has been already stored.

**Art. 45** -The participant must return the areas in the state in which they were received, at his charge are eventual restoration works and the determination of the status of delivery. The costs of restoration works will be charged to the exhibitors, who are also responsible for the compliance with the special rules for the use of facilities and technical installations. It is absolutely forbidden to tamper with, modify or remove the set up structures. Failure to observe these provisions leads to charge the defaulting Exhibitor with all costs of restoring the structures and to the possible exclusion from future editions of the event. Any alteration or damage authorizes the Organizer to exercise a right of privilege upon what is within the area, independently from whom it belongs, with retention of first refusal on the property and price, and always with the power to exercise those rights to the extent that it will be indicated by a legal adviser in compliance with the art. 696 of the Civil Code. The same right is recognized to the Organizer for the recovery of any species of loan to the participant, applying the privilege as in art. 2764 of the Civil Code.

#### **AUTHORIZED SUPPLIERS -AUXILIARY SERVICES**

**Art. 46** -For construction works of any kind, for services and hire of equipment, the Organizer has the right to grant a number of companies the status of "Authorized Supplier". The Organizer shall inform the participants about the addresses of Authorized Suppliers and the general conditions set for their services. Participants may use for the setup of their areas entrusted companies, provided that these companies as well as their employees meet also the approval of the Organizer.

**Art. 47** -The places of refreshment, bars, taverns, shops etc. are required to sell only the products of participating companies, to comply with the provisions of these Regulations applying those terms and conditions relating to special rules including tariffs for consumption by the public, which the Organizer has the right to fix. Failure to comply with the standards issued by the Organizer and by the special law provisions in material of health causes the immediate end of the activity.

**Art. 48** -The Organizer has the right to subcontract any services to third parties, adopting specific rules. For services under contract and for all works performed by suppliers, Costructa spa and the Organizer disclaim all responsibility.

#### **BALANCES -EXIT PERMITS**

**Art. 49** -In the days immediately preceding the closing of the event, Costructa spa will summarize all the invoices for additional services and supplies, and any other charges. The balance of these charges is delivered directly to exhibitors. Upon payment of the balance at the bank open onsite on the Exhibition, an "exit permit" will be issued, which -filled out - shall be submitted to the control staff at the exit gates of the exhibition. The fees for the area must be paid at the offices of the show secretariat. For each exit of material a single "exit permit" will be required.

#### **GENERAL PROVISIONS**

**Art. 50** -In the event for unforeseen reasons or for reasons of any kind that the show should not or could not take place, applications for participation shall be automatically cancelled and the amount paid -minus the costs incurred and the commitments made -will be shared between the participants "pro-rata". In the event that the show, after the opening, should be suspended due to any unforeseen reasons, the Organizer is not obliged to return the fees received. In the cases mentioned above it is excluded that the participants may sue against the Organizer, for any reason or cause.

**Art. 51** -The Organizer has the right to establish rules and regulations that may at any time be deemed necessary to better regulate the whole course of the show, even as exceptions to these Regulations. These rules will be brought to the attention of participants by fax or e-mail. For the organization of events and special exhibitions, the organizer has the right to make special provisions. All the above rules will be worth same as the present Rules and the compliance to such rules is compulsory. The noncompliance or violation of the provisions of this Regulation and the rules and regulations subsequently enacted, results in the revocation of the confirmation of participation and in the immediate closing, temporary or permanent , of the areas, with no refund of the fees paid and without any compensation, safe penalties to be established and relative responsibilities. The Organizer has

the right to expel immediately from the event site anyone who violated the provisions of these Rules and any rules adopted and subsequently to sue this person legally for moral and material damages communicated in writing by registered letter addressed to the Organizer, not later than the closing day of the show. The decisions of the Organizer will be final and decisive.

**Art. 52** -Only the commitments made by lawyers representing the Organizer are valid.

**Art. 53** -The court of jurisdiction for any dispute is Bologna.

**Art. 54** -As provided in the art. 13 (Leg. Decree 196/03) we inform you that Bologna Mineral Service srl, owner of the data treatment, based in Castenaso (BO), in via Nascica 69, ensures that the data supplied by you through the registration at the exhibition Bologna Mineral Show as exhibitors, will be communicated to third parties, to Costructa spa, and to all those persons whose services are related and necessary to the performance of the event. Also biographical references and personal information, i.e. personal references, and sensitive personal data like photos or images shot during the event you have supplied will be published and / or included on our website. The communication of these data is necessary as it is required by legal and contractual obligations and the possible refusal to supply or further processing of the data may determine the inability of the Organizer to perform the said contractual relationship. Moreover, the concerned person is requested to communicate any changes in such data. The updated list of the data responsible is available at Bologna Mineral Service srl, the data will be processed manually and electronically. Please note that you can oppose in any moment to the treatment in question, and exercise all rights according to Art. 7 of Legislative Decree 196/03 for the access, rectification, modification and deletion of the data, informing Bologna Mineral Service srl in writing via fax +39 051 6148006. The concerned person with the signature of the application form freely consents to the data treatment described.

For reading and acceptance of the Rules – General Conditions of Participation to Bologna Mineral Show.

Legal representative of the Company  
(Stamp and signature)