



May 28-29, 2020 • Javits Center • New York City, NY

## Application and License Agreement for New York Rights Fair participation

**NO HANDWRITING ACCEPTABLE:** please download the form, type into the spaces | Digital signature requested or company stamp with authorized signature

The following data will be published in the directory, online, booth fascia and all official materials

Publisher     Packager     Printer     Developer     Agent     Other (please specify).....

Exhibitor/Company name.....Address.....

City/Post code.....Country.....

Telephone.....E-mail.....web-site.....

Social Media info: LinkedIn, Facebook, Twitter.....

I consent to be contacted by Reed Exhibitions and/or New York Rights Fair LLC about other rights and licensing fairs and services:  
 by email  by post  by phone/voice  by SMS/text

I consent to be contacted by BolognaFiere about other rights and licensing fairs and services:  
 by email  by post  by phone/voice  by SMS/text

Contact person for Fair matters.....Job title.....  
 Email.....Ph.....

**Invoicing information (for administration purposes).** The Exhibitor, acting on the basis of a mandate in the name and on behalf of the entity to which the relevant invoice is issued, shall remain liable.

Company Name .....Address.....

City and Postcode.....Country.....

Email to send the invoice (invoice will ONLY be sent by E-MAIL).....

**YOU ARE:**     a taxable entity / person or     a private individual

If you are a taxable entity/person please indicate: MANDATORY 1: VATcode.....If in your Country it doesn't exist tick here

MANDATORY 2: Tax Identific. No.....If in your Country it doesn't exist tick here

If you are a professional/private individual, please indicate date and place of birth.....

	Quantity	Rates	Total Cost
<b>NYRF Rights Center participation</b>		\$ 1250	
Set including: 1 table, 4 chairs, 1 table sign, 1 lockable cupboard			
<b>Total table cost due when submitting this application form. Balance by 30/04/2020.</b>			
<b>In case of Cancellation, Withdrawal and default schedule the 100% of the Grand Total must be paid to the Organizer for Liquidated Damages.</b>		<b>GRAND TOTAL</b>	_____
			+VAT if due

**PAYMENT MUST BE MADE BY BANK TRANSFER ONLY: Beneficiary:** BolognaFiere Spa – Ref. NYRF 2019; **Bank name:** CREDIT AGRICOLE CARIPARMA S.p.A. – **Address:** Via Marconi, 16 - 40130 Bologna (BO) Italy; **IBAN:** IT 28 D 06230 02402 000057240638 - **BIC/SWIFT Code:** CRPPIT2P522. Instructions to your bank about the transfer charges: for NON-EU Countries: "OUR" and "/NO CONVERT/" - For EU Countries: "SHA"

Please attach the payment slip to your application form and return both to internationalsales@bolognafiere.it

The individual signing below represents and warrants to Management that he or she is duly authorized to execute this Application on behalf of the company named above ("Exhibitor") and that he or she has read and understands that, if this Application is accepted by Management, Exhibitor agrees with and shall be bound by and subject to the terms of the License Agreement set forth in Schedule A, attached hereto and incorporated herein by reference. Management reserves the right to reject ANY Application for ANY reason. The issuance of an invoice with a booth assignment, in response to a submitted Application, shall constitute acceptance by Management and a binding agreement between Management and Exhibitor.

Print Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_ Digital signature / Company stamp and authorized signature \_\_\_\_\_  
 I hereby agree with the terms of the following clauses: Application for participation (section 2, 3) – Right to terminate or withdraw from the contract or to suspend its execution (section 4, 7, 22) – Waiver of indemnities and repayments (section 5, 6) – Limitation of or exoneration from liability, assumption of risks (section 13, 14, 21, 25) – Court with exclusive territorial jurisdiction (section 26, 27) - Personal data processing (section 43).

Print Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_ Digital signature / Company stamp and authorized signature \_\_\_\_\_

## SCHEDULE A LICENSE AGREEMENT: GENERAL TERMS & CONDITIONS

1. Management. Reed Exhibitions (a division of RELX Inc., a Massachusetts corporation) and New York Rights Fair LLC (collectively, "Management") shall manage the event (the "Exhibition") at the venue or venues (the "Venue"), both identified on the preceding pages ("Page 1"). All matters relating to international sales outside of the U.S. and Canada are managed through BolognaFiere S.p.A. which shall operate on behalf of Management in connection with such sales. With respect to its role in international sales, BolognaFiere S.p.A. is a third party beneficiary of this Agreement.

2. Application Acceptance. If Management accepts the Application, Exhibitor shall receive a license (the "License") to participate in the Exhibition as an exhibitor. The License permits Exhibitor to occupy and utilize the booth area or other space assigned to it by Management (the "Exhibit Space") to exhibit permitted products at the Exhibition and to utilize, where applicable, Management provided services. Exhibitor acknowledges that its payment shall be processed by Management upon receipt, but that such processing does not constitute an acceptance of the Application and does not grant Exhibitor a License. Exhibitor hereby acknowledges and represents to Management that Exhibitor has received and thoroughly read, understood and agrees with these General Terms & Conditions and Page 1.

3. License Agreement. The "License Agreement" includes: (i) these General Terms & Conditions, (ii) Page 1, (iii) Exhibitor Manual, (iv) any Management attachment hereto or thereto and any other terms incorporated by reference herein or therein (as each may be amended solely by a duly authorized representative of Management) including, without limitation, the Code of Conduct and IP Issues and Procedures (as amended from time to time), and (v) the rules and regulations of the Venue.

4. Interpretation. Management shall, in its sole discretion, determine any dispute or conflict with respect to any matters not specifically covered by the License Agreement. Management shall have full power in the matter of interpretation, amendment and enforcement of the License Agreement.

5. Amendments. Amendments to the License Agreement by a duly authorized representative of Management shall be incorporated herein, and Exhibitor shall be subject to the provisions of the License Agreement as so amended when written notification is sent to Exhibitor (which may be communicated by e-mail).

6. Payment; Late Fees; Collection Fees. Exhibitor shall pay to Management all amounts due in accordance with Page 1. All fees due must be paid in full before Exhibitor shall be permitted to occupy the Exhibit Space. Failure to make payments pursuant to Page 1 shall subject exhibitor to a late fee on all past due balances owed to Management. Exhibitor shall pay any collection costs incurred by Management in collecting such balances owed, including, but not limited to, court costs, collection fees and attorney's fees.

7. Cancellation, Withdrawal & Downsizing; Liquidated Damages. The parties agree that quantifying losses arising from Exhibitor's cancellation, withdrawal or downsizing of the Exhibit Space is inherently difficult, as Management shall incur expenses, allocate resources and take other actions in connection with the tasks necessary to facilitate and manage the Exhibition. The parties further agree that the agreed upon sum is not a penalty, but rather a reasonable measure of damages based upon the parties' experience in the exhibition industry and the nature of the losses that may result from such cancellation, withdrawal or downsizing of Exhibit Space. Exhibitor must provide written notice to Management for any cancellation, withdrawal or downsizing. The date Management receives such notice shall be the effective date of such cancellation, withdrawal or downsizing (the "Effective Date"). Any cancellation or withdrawal by Exhibitor entitles Management to the full amounts shown for Cancel/Withdraw on Page 1. If, at the Effective Date, Exhibitor has already paid fees in an amount greater than the liquidated damages amount owed, Management shall refund the difference between the amount already paid and the liquidated damages amount to Exhibitor.

If Exhibitor downsizes its originally agreed Exhibit Space requirements, it shall pay to Management (1) an amount equal to its revised financial obligation due for its decreased Exhibit Space requirements.

8. Advertisements. All advertisements in any media with signed insertion orders are non-cancellable and non-refundable. All advertisements are subject to Management approval. Management may, at its sole discretion, reallocate any advertisement space. Management may offer new advertisement products or positions throughout the Exhibition cycle that may not be listed on the License Agreement.

9. Booth or Table. The booth service package, if any, is being provided as a service to Exhibitor. Any property that is purchased or leased in order to provide

such service is merely incidental to the rendering of such service. Thus, the provider of such service shall remit all applicable sales and use taxes, which are invoiced by such provider and collected by Management from Exhibitors and remitted to the provider, on such property when purchased or leased.

10. Set-off. Management shall have the right to set-off against any amount which may be due from Management to Exhibitor, pursuant to the License Agreement or otherwise, any amounts owed to Management or its affiliates by Exhibitor or its affiliates for any reason. Management shall also have the right to apply any amounts received from Exhibitor under the License Agreement to any other amounts due to Management or its affiliates from Exhibitor or its affiliates.

11. Eligible Exhibits. Exhibitor shall exhibit materials, products or services directly related to the Exhibition's industries and of specific interest to attendees. Management reserves the right to determine the eligibility of any product for display. Only Exhibitor's name or logo may appear on signage placed on the Exhibit Space and in the Exhibition exhibitor list. No exhibits or advertising shall be allowed to extend beyond or above the back and side rails of the Exhibit Space, without Management's prior written consent. Exhibits for the purpose of soliciting prospective employees, and employee- recruiting activity of any kind, are prohibited, without Management's prior written consent.

Only Exhibitor's products may be displayed in the Exhibit Space. Exhibits must be used solely for the purpose of promoting Exhibitor's products and/or services and shall not be used for other business purposes. Exhibitor shall not use the Exhibit Space to promote any other exhibition or conference without Management's prior written consent. Management rulings with regard to any Exhibit Space use are final. Exhibitor's exhibit shall be admitted and permitted to remain solely by strict compliance by Exhibitor with the License Agreement. Management reserves the right to reject, eject or prohibit any exhibit, in whole or in part, Exhibitor or any of its representatives, upon Management's good faith determination that the same is not in accordance with the License Agreement. Management shall provide no refunds in the event of such rejection, ejection or prohibition.

Only a brand's owner or legal U.S. distributor may exhibit such brand at the Exhibition. Exhibitor must list its participating principals as the exhibitors-of-record. Management reserves the right to verify the identity and status of the brand's owner and the legal U.S. distributor. In the event of a conflict between a brand's owner and U.S. distributor, the brand's owner shall have the sole right to exhibit such brand at the Exhibition. In connection with any IP issues between exhibitors, the "Addendum - IP Issues and Procedures" in the Exhibitor Manual shall apply.

12. Permitted Publications. Management reserves the right to determine the eligibility of any publication for display or distribution. Publications which contain advertisements purchased by exhibitors and which (a) are published only during the Exhibition or (b) otherwise target the Exhibition and its customers are not eligible products for display or distribution from any exhibit space or from anywhere in the Venue or its grounds. For the avoidance of doubt, non-official show dailies are not eligible products for display or distribution. Exhibitor shall not exhibit, offer for sale, give as a premium, hand out, distribute or advertise articles or publications not manufactured or sold in its own name.

13. Intellectual Property. Management expects Exhibitor to respect the intellectual property rights of other parties. Exhibitor shall not market, sell or display any product at the Exhibition that is counterfeit or in any way infringes trademarks, copyrights, patents or other intellectual property of a third party. Exhibitor warrants that the names, logos, art work and other content Exhibitor or its agents submitted for use in any media (including, but not limited to, ads, the Exhibition website or any Exhibition publication) shall not infringe the intellectual property rights of any third party and shall not contain anything which is libellous, obscene, indecent, blasphemous or in any way unlawful. Any exhibitor determined to be involved in unauthorized, counterfeit or infringing activity, will be subject to having all such unauthorized, infringing, counterfeit or misleading products removed from the Exhibition or the exhibitor being removed from current and future Exhibitions. However, this stipulation does not create an obligation for Management to take such action. Management does not accept liability for intellectual property infringements that may be committed by the Exhibitor.

14. Intellectual Property Disputes Between Exhibitors; Service of Process & Orders. Neither Exhibitor nor its agents (including, but not limited to, legal counsel or process servers) shall serve process on any other exhibitor during the hours the Exhibition is open to attendees. If Exhibitor has obtained a judicial/ administrative relief order against another exhibitor, and Exhibitor has no reasonable alternative to serving such order on the other exhibitor during the Exhibition, then Exhibitor or its agent shall use their best efforts to serve such order during the hours the Exhibition is closed to attendees. Notwithstanding the foregoing, Exhibitor shall provide Management advanced written notice of the order obtained (including a copy of such order) so that a Management representative may escort Exhibitor or its agent to the booth of the exhibitor to be served and minimize any disruption to the Exhibition caused by such service.

Exhibitor agrees to use its best efforts to resolve any intellectual property disputes with other exhibitors by no later than one week prior to the Exhibition's first move-in day for Exhibitors and in a location other than the Venue.

15. No Sub-Licensing. Exhibitor shall not sub-license, assign or transfer the Exhibit Space. Exhibitor shall not permit any person other than Exhibitor to occupy or conduct business in Exhibit Space, or any part thereof, without Management's prior written consent. Upon discovery of a booth share violation, Management may impose penalties on Exhibitor.

16. No Assignment. This License Agreement (and License granted hereunder) is non-assignable by Exhibitor. Any attempted assignment of the License Agreement or License by Exhibitor shall be null and void and shall constitute a breach, resulting in termination of the License Agreement and cancellation of the License. Management may assign the License Agreement at any time to its affiliate or any owner/purchaser of the Exhibition, by operation of law or otherwise.

17. Custom Booths. If Exhibitor shall use a custom booth in the Exhibit Space, it shall provide Management promptly upon request (and no later than 30 days prior to the Exhibition) detailed construction drawings showing all dimensions and orientation of such custom booth.

18. Exhibitor Conduct. Retail sales are prohibited during the Exhibition and entitle Management to shut down the Exhibit Space and remove Exhibitor from the Venue. Subject to the foregoing, Exhibitor may distribute samples, souvenirs, permitted publications and similar items, or conduct other sales or sales promotion activities only from within the Exhibit Space. Management retains sole discretion to approve, control or prohibit which samples and other items may be distributed and where such samples may be distributed. Any Exhibitor demonstration, distribution or activity that results in obstruction of aisles or prevents ready access to other exhibitors' booths is prohibited and shall be suspended permanently or for any periods specified by Management.

19. Compliance with Laws. Exhibitor shall comply with all U.S. Federal, State and local laws and shall obtain all required permissions under such laws and from the Venue, including the Americans with Disabilities Act of 1990, as amended.

20. Union Work Rules. Exhibitor shall abide by union work rules and jurisdictions of the city and Venue, if applicable, including the Venue's exclusive services.

21. Good Neighbour Policy. Exhibitor shall operate the Exhibit Space so as not to annoy, endanger or interfere with the rights of other exhibitors or attendees. Management may, in its sole discretion, prohibit any action resulting in complaints from other exhibitors or attendees and which interferes with the rights of others or exposes them to annoyance or danger. Exhibitor's unreasonable interference with or inconvenience to the Exhibition, exhibitors or attendees shall be deemed a breach of the License Agreement.

22. Exhibitor Representatives; Exhibit Space. Exhibitor representatives shall be restricted to Exhibitor's employees and authorized representatives and must be 18 years of age or older, unless Management provides prior written consent. Management may, in its sole discretion, limit the number of Exhibitor's representatives in the Exhibit Space. Exhibitor's representatives shall at all times wear badge identification furnished by Management. Exhibitor acknowledges that it shall require its representatives to dress and conduct themselves in an appropriate and professional manner. Management reserves the right to determine, in its sole discretion, whether the character and attire of Exhibitor's representatives is acceptable. Exhibitor representatives must staff the Exhibit Space during all hours the Exhibition is open. Management may use tents and/or temporary exhibition facilities, as it deems necessary in its sole discretion.

23. Default in Occupancy. The actual occupancy by Exhibitor of the Exhibit Space is a material obligation of Exhibitor and is of the essence of the License Agreement. If the Exhibit Space is not occupied by the time set for completion of installation of displays, the Exhibit Space may be re-possessed by Management for any purpose it may see fit without in any way releasing Exhibitor from any liability hereunder. Safety and Fire Laws; Electrical Safety; No Smoking. Exhibitor must strictly observe all applicable fire and safety laws and regulations. Drapes and all other cloth decorations must be flameproof. Wiring must comply with local fire department, governmental agency fire inspection ordinances and underwriters' rules. Smoking (including electronic cigarettes) in the Venue is forbidden. Crowding shall be restricted, and aisles and fire exits must not be blocked at any time. Products for display, signage, banners and decorations must not violate applicable fire codes. No storage behind exhibits is provided or permitted. Display wiring must exhibit all applicable seals of official approving agencies as may be required by the Venue. All displays must meet the building codes of the city in which the Exhibition takes place.

24. Exhibitor Breach. If Exhibitor breaches any of its obligations under the License Agreement, (1) Management may immediately, without notice, prohibit Exhibitor from exhibiting at the Exhibition and all future shows and exhibitions

run by Management and terminate the License hereunder, (2) Management shall retain all amounts paid hereunder and Exhibitor shall pay Management any remaining balance outstanding according to Page 1 and (3) Management may pursue any other legal or equitable remedies to which it is entitled. Further, Management may thereupon direct Exhibitor to immediately remove its employees, any of its representatives and agents, its merchandise and other property from the Venue.

25. Resolution of Certain Disputes. If there is a dispute or disagreement between (1) Exhibitor and an official contractor, (2) Exhibitor and a labor union or labor union representative or (3) Exhibitor and one or more exhibitors, Management's interpretations of the rules governing the Exhibition and its actions or decisions concerning the dispute or disagreement and its resolution shall be binding on Exhibitor.

26. Exhibitor Directory, Exhibition Website & Exhibition Publications. Exhibitor authorizes Management to publish Exhibitor's directory entry on the Exhibition website, in the official catalogue for the Exhibition and in any other directory relating to the Exhibition or relevant industry. Exhibitor is required to complete its own directory entry on the Exhibition website. If Exhibitor fails to complete its directory entry on the Exhibition website, Management shall be entitled to enter Exhibitor's details from Page 1 and an exhibit description from a previous Exhibition year (if available) on its behalf. Management shall not be liable for any omissions, misquotations or other errors, including, without limitation, any which appear in the Exhibition directory, on the Exhibition website, in the official catalogue of the Exhibition or any other media.

27. Publicity & Promotion; Permissions; Privacy. Exhibitor gives Management the permission to use Exhibitor's name, logo and products and the likeness of any person or products exhibited in all media formats (whether now known or hereafter existing) in connection with the promotion and publicity of the Exhibition. Exhibitor waives the right to inspect or approve the finished product. Exhibitor also waives all rights to royalties or other compensation arising out of or related to use of Exhibitor's name, logo and products and the likeness of any Exhibitor personnel in such advertising media. Management will process Exhibitor personal data subject to the Reed Exhibitions Privacy Policy at <http://www.reedexpo.com/privacy-policy> and all applicable privacy and data protection laws and regulations. BolognaFiere S.p.A. will process Exhibitor personal data subject to the BolognaFiere Privacy Policy at <http://www.bolognafiere.it/files/documenti/PrivacyPolicyEN.pdf>.

28. Photography. The photographic rights for the Exhibition are reserved to Management, but Exhibitor may request photography services from the official photographers, if desired. All other photography is strictly prohibited without Management's prior written consent in advance of the Exhibition. Photographing other exhibitors' booths or products is strictly prohibited, and such violations may result in ejection from the Exhibition and/or confiscation of camera equipment.

29. Damage to Property. Exhibitor is liable for any damage it or its agents cause to the Venue's floors, ceilings, walls or columns, or to standard booth equipment, or to other exhibitors' property.

30. Indemnity. Exhibitor shall indemnify and hold harmless Management, the Exhibition's owner(s) and sponsors, the Venue owner, and the city in which the Exhibition is being held if the city owns the Venue, and each of their respective officers, directors, employees and other agents, from and against all claims, losses, suits, damages, judgments, expenses, costs (including, without limitation, reasonable legal fees) and charges of every kind arising out of or resulting from (1) its execution of the License Agreement or its occupancy of the Exhibit Space or presence at the Exhibition, (2) the actions, inactions or negligence of Exhibitor, its agents, representatives or employees (including Exhibitor appointed contractors), (3) the breach by Exhibitor of the intellectual property rights of any third party, whether knowingly or unknowingly, and whether intentionally or unintentionally (including, but not limited to, the sale or distribution of pirated goods and counterfeits/"knock-offs" of existing products and services), (4) Exhibitor's submissions to Management related but not limited to ads, Exhibitor directory, the Exhibition website and Exhibition publications (5) Exhibitor's allegations of infringement against another exhibitor, including Exhibitor's service of process on another exhibitor, (6) Exhibitor's service of a judicial/administrative order on another exhibitor, (7) Exhibitor's use of music, (8) Exhibitor's violations of any legal and/or regulatory requirements or (9) actions taken by Management at: (i) the request of an exhibitor regarding the asserted IP rights of that exhibitor; or (ii) the discretion of Management where Management had a reasonable belief as to the legitimacy of its action in regard to the asserted Intellectual Property rights of an exhibitor.

31. Limitation of Liability. Management shall not be responsible for and shall have no liability resulting from loss or damage to displays or goods belonging to Exhibitor, whether resulting from, without limitation, fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, disappearance, bomb threats,



roof leaks, Exhibitor booth visitors and guests, shipments coming in or out of the Venue or Exhibit Space, inadequately packed property or other causes. All such items are brought to the Exhibition and displayed at Exhibitor's own risk, and should be safeguarded at all times. If Exhibitor's products to be exhibited and/or display materials fail to arrive, Exhibitor is nevertheless responsible for License fees. Management shall provide the services of a protective agency during the period of installation, show and dismantling, and Exhibitor agrees that the provision of such services constitutes adequate discharge of all obligations of Management to supervise and protect Exhibitor's property within the Exhibition. Exhibitor may furnish additional guards at its own cost and expense only with the prior written consent of Management. Management makes no representations or warranties with respect to the number of attendees or the demographic nature of such attendees.

32. Due Execution. If the individual holding herself/himself out as duly authorized to execute the License Agreement is not so authorized, he or she hereby covenants to indemnify Management (and its affiliates and their respective officers, directors, employees and other agents) from and against all claims, losses, suits, damages, judgments, expenses, costs (including, without limitation, reasonable legal fees) and charges of every kind caused by her/his execution of the License Agreement and (without limitation) shall be personally liable to Management for all payments that would have been payable to Management by Exhibitor had the License Agreement been duly executed on behalf of Exhibitor.

33. Insurance. Exhibitor shall maintain at its sole cost and expense and throughout the duration of the Exhibition Commercial General Liability (the "CGL") insurance coverage with a minimum combined single limit of US \$1,000,000, covering bodily injury (including death), personal injury, and property damage liability, with extraterritorial coverage. Such CGL insurance shall name as additional insureds RELX Inc., New York Convention Center Operating Corporation (Licensor), State of New York, New York Convention Center Development Corporation, New York State Urban Development Corporation d/b/a Empire State Development, Triborough Bridge and Tunnel Authority, GES, New York Rights Fair LLC, BolognaFiere S.P.A., and their affiliates, and any additional party Management may reasonably request. Exhibitor shall also maintain at its sole cost and expense Workers Compensation insurance in an amount compliant with at least the statutory minimum, for employees participating in the Exhibition, as required by law. Exhibitor's failure to comply with the insurance requirements in this Section shall not relieve Exhibitor of its indemnification obligations pursuant to Section 31 above. Exhibitor understands that neither Management nor the Venue maintains insurance covering Exhibitor's property, and it is the sole responsibility of Exhibitor to obtain such insurance. Exhibitor must maintain property insurance covering Exhibitor's property on an "all risk" basis at all times, including, without limitation, when (as applicable) property is stored in vaults on the Exhibition floor. Certificates of Insurance must be available onsite during the Exhibition and must be furnished by Exhibitor if requested by Management.

34. Non-Force Majeure Changes to Dates, Venue or Exhibit Space by Management. Management may, in its sole discretion, change the dates and/or Venue for the Exhibition upon written notice to Exhibitor (which may be communicated by e-mail). Management shall not be liable for any costs, damages, fees or other expenses of Exhibitor as a result of any such changes. Additionally, Management reserves the right to relocate Exhibitor to any exhibit space within the Venue at any time. Management may retain any portion of Exhibitor's License fee paid pursuant to Page 1 and such amount shall be applied as though no change in date, Venue or Exhibit Space relocation had occurred. Any remaining payments due from Exhibitor shall be due in accordance with Page 1. Any cancellation of the License or withdrawal from the Exhibition by Exhibitor due to any change in date, Venue or exhibit space assignment shall be subject to liquidated damages as shown for Cancel/Withdraw on Page 1.

35. Force Majeure. If the Venue shall become, in the sole discretion of Management, unfit for occupancy, or the holding of the Exhibition or the performance of Management under the License Agreement are interfered with by virtue of a Force Majeure (as defined below), the License Agreement and/or the Exhibition (or any part thereof) may be terminated by Management or the Exhibition (or any part thereof) may be postponed and/or re-located by Management. Management shall not be responsible for delays, damage, loss, increased costs or other unfavourable conditions arising by virtue of Force Majeure. A "Force Majeure" shall include, but not be limited to: fire; casualty; flood; epidemic; World Health Organization travel advisory or travel alert; earthquake; explosion or accident; blockade embargo; inclement weather; governmental restraints; restraints or orders of civil defense or military authorities; act of public enemy; riot or civil disturbance; act or threatened act of terrorism, strike, lockout, boycott or other labor disturbance; Venue cancellation, inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain condemnation, requisition or commandeering of necessary supplies or equipment; local, state or federal laws, ordinances, rules, orders, decrees or

regulations whether legislative, executive or judicial, and whether constitutional or unconstitutional; or acts of God or any other cause or causes not reasonably within the control of Management.

Termination of License Agreement and/or Exhibition. If Management terminates the License Agreement and/or the Exhibition (or any part thereof) as a result of a Force Majeure, then Management may retain such part of the License fee as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred, and there shall be no further liability on the part of either party. Management shall not be liable for any costs, damages, fees or expenses of Exhibitor as a result of such termination.

Postponement; Relocation. If Management postpones and/or relocates the Exhibition (or any part thereof) as a result of a Force Majeure, then Management shall be entitled to retain the portion of the License fee paid to date and said amount shall be applied to the Exhibition as though no postponement and/or re-location of Venue had occurred. Any remaining payments from Exhibitor shall be due in accordance with Page 1. If Exhibitor cancels participation because Management postpones and/or re-locates the Exhibition, Exhibitor shall be subject to liquidated damages as shown for Cancel/Withdraw on Page 1. Further, Management shall not be liable for any costs, damages, fees or expenses of Exhibitor as a result of such postponement and/or re-location.

36. Admission of Attendees. Management shall have sole control over admission policies at all times. See Exhibition website for the attendee admission policy.

37. Lead Retrieval. Management shall have sole control over admission policies at all times. See Exhibition website for the attendee admission policy.

38. Notices. Any notices to Management shall be given in writing by e-mail (with confirmation of receipt), courier service, hand delivery, registered mail, certified mail, overnight mail or overnight courier, return receipt requested, postage prepaid to 383 Main Ave. Norwalk, CT 06851, USA, or at such other address as may from time to time be designated by Management.

39. Governing Law; Forum Selection Clause. This License Agreement is deemed to be entered into in the State of New York and governed by the laws of the State of New York, without regard to its conflicts of laws principles. Exhibitor consents to the jurisdiction of the state and federal courts of the State of New York for the resolution of any and all disputes and claims arising in connection with the License Agreement. Management, however, shall not be obligated to enforce its rights in the State of New York, and instead, may enforce its rights in any other proper jurisdiction. Exhibitor waives any claims as to lack of personal or subject matter jurisdiction and agrees that it is subject to the jurisdiction of the State of New York.

40. Reservation of Rights. Management reserves the right to take any action that is reasonably necessary in the sole judgment of Management for the protection of the Exhibition and/or the participants, including, but not limited to, exhibitors and attendees.

41. Entire Agreement; Integration of License Agreement; Non-Reliance. This License Agreement contains the entire agreement between Management and Exhibitor. Exhibitor acknowledges that in entering into the License Agreement it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the License Agreement.

42. Third Party Beneficiary. New York Rights Fair, LLC is a third-party beneficiary of Exhibitor's obligations under this Agreement.

43. Personal data processing. Regarding the personal data that the Exhibitor may receive, access or otherwise process as part of its participation in the Exhibition, the Exhibitor shall (a) implement appropriate technical and organizational measures to protect such personal data and (b) comply with all applicable privacy and data protection laws and regulations, including any transparency obligations.

44. Badge scanning. It may be possible to reserve or hire badge scanning equipment at the Exhibition. The badge scanning equipment is tested by the supplier before being made available to the Exhibitor and is deemed to be in good working order. The Exhibitor is responsible for using the badge scanning equipment properly during the Exhibition to allow proper data backup and for returning the equipment to the supplier at the close of the Event. Management shall have no liability in the event of improper handling of or failure to return the equipment by the Exhibitor. The badge scanning equipment may be used by the Exhibitor solely for purposes of scanning the badges of Exhibition visitors and attendees who visit their Exhibit Space at the Exhibition and agree to have their badges scanned. The Exhibitor will receive the contact details of those whose badges are scanned and may use such contact details for the purposes sending them communications about the Exhibitor's products and services. The Exhibitor shall not share such personal data with affiliates of the Exhibitor or third parties for their marketing purposes unless the visitor or attendee consents.

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May 28-29, 2020 • Javits Center • New York City, NY

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## **Privacy Policy Statement**

### **Pursuant to Article 13 of Regulation (EU) No. 2016/679**

Pursuant to and having the effects arising from Article 13 of EU Regulation No. 2016/679 of the European Parliament and Council of 27 April 2016 regarding the processing of the personal data of natural persons and the free circulation of such data, which repeals Directive 95/46/EC, and is also called the General Data Protection Regulation (hereinafter “**GDPR**”), we hereby inform you that the personal data voluntarily submitted by you to Fiere Internazionali di Bologna - BolognaFiere S.p.A. (hereinafter also called the “Company” or “BolognaFiere”) will be processed in compliance with the current legal provisions governing the protection of personal data and in any event, in accordance with the confidentiality principles followed by the Company in its operations.

#### **1. Categories of processed data**

BolognaFiere shall process the following category of data submitted by you:

- Personal data (such as: first name, family name, age, gender), home or professional address and contact details (telephone number and email address);
- Data regarding your professional position;
- Bank and/or payment details;
- Navigation data (IP address).

#### **2. Purposes of data processing**

The personal data made available to BolognaFiere S.p.A. may be used for the following purposes:

- a) in order to enter into or perform a contractual undertaking regarding your participation in a trade show or event to be held on the premises of BolognaFiere (hereinafter called “Event”), and to comply with all statutory, tax, administrative and functional requirements related and/or in any event useful to entering into or performing a contractual undertaking (including all those activities involved in managing the Event);
- b) in order to comply with legal obligations incumbent upon the Company;
- c) in order to conduct statistical surveys and market research;
- d) in order to organize and manage events and meetings, including promotional initiatives, as well as personalized meetings with further trade professionals allowing them access to your data;
- e) in order to publish your company data in the catalogue, on the website, on the show guide, on any press releases and communications by email and promotional emails regarding the Event (including the activity necessary to manage on- and off line publication);
- f) the automatic participation/application for awards related to the Event (“Awards Initiatives”), which may also be provided for at different times from those of the Event itself (which do not fall within the scope of Presidential Decree no. 430 of 26 October 2001, as they are similar to artistic and literary competitions) where they meet the requirements for participation provided for under the individual regulations of the Awards Initiatives;
- g) in order to send information and promotional communications, also of a commercial nature, as well as advertising material regarding editions of the Event in subsequent years, and the offer of goods and services to be delivered by means of the postal service, Internet, telephone, e-mail, MMS, SMS, from within or outside Italy (including non-European Community member states) by the Company or by natural or legal persons collaborating with the Company’s commercial activities, telesales companies, parent companies, subsidiaries and/or associate companies of BolognaFiere Group.

#### **3. Processing methods**

Personal data shall be processed using the appropriate hard-copy, computer and/or IT-enabled tools strictly for the purposes described above and, in any event, in a manner such as to ensure the security and confidentiality of any data.

#### **4. Submission of personal data and the consequences of refusal to provide same**

Provision of personal data for the purposes indicated under points a) and b) of Article 2 above is mandatory. Any refusal to submit and/or the submission of inaccurate and/or incomplete data may have the following consequences:

- (i) our inability to enter into and/or guarantee the regular and timely performance of any contractual obligations;
- (ii) our inability to comply with all statutory, tax, administrative and functional requirements related to and/or in any event useful to entering into or performing a contractual obligation (including all those activities involved in managing the Event).

Provision of personal data for the purposes indicated under points c), d), e), f) and g) of Article 2 above is optional. However, refusal to provide and/or provision of incorrect and/or incomplete data may have the following consequences:

- (i) our inability to conduct statistical surveys and market research;
- (ii) our inability to organize, manage and/or allow you to participate in meeting and events even of a promotional nature, as well as personalized meetings with further trade professionals allowing them access to your data;
- (iii) our inability to publish your data in the catalogue, on the website, on the show guide, on any press releases and communications by email and promotional emails regarding the Event (including the activities necessary to manage on- and off-line publication);
- (iv) the impossibility to automatically participate/candidate for Awards Initiatives connected to the Event, which may also be scheduled at different times from those of the Event itself;
- (v) our inability to contact you and/or send information and promotional communications, also of a commercial nature, advertising material also regarding subsequent editions of the Event in future years, and the offer of goods and/or services.

#### **5. Personal data recipients or categories of recipients**

The following persons within the Company may become cognisant of your personal data: Company shareholders, members of the Board of Directors or other administrative bodies, members of the Statutory Board of Auditors, Company personnel, the Data Protection Officer, and in any

event, external the Data Protection Officers, those persons serving as Data Processors or handlers of personal data appointed by the Company in the exercise of their functions.

Personal data may be communicated to qualified persons providing the Company with services necessary to meet the purposes described in Article 2 above, such as, by way of example but not limited to these, members of the jury that will select the admitted participants, nominated by BolognaFiere, as well as the institutions in collaboration with BolognaFiere for the realization of the Awards Initiatives, parent companies, subsidiaries, associate and/or related companies, suppliers, contractors, sub-contractors, banking and/or insurance companies or other persons and/or bodies providing the Company with services, including ancillary services, linked to the establishment and/or performance of contractual obligations with the Company, (such as, by way of example but not limited to these, banks and/or persons charged with receiving or paying monies, undertakings and insurance companies), and/or all those which, on the Company's behalf or independently, provide the following services to the Company:

- (i) managing and/or updating Internet website and computer and/or IT-enabled tools used by the Company;
- (ii) entering into and/or performing contractual obligations with the Company;
- (iii) conducting statistical surveys and market research;
- (iv) organizing and managing events and meetings, including promotional initiatives, as well as personalized meetings with further trade professionals allowing them access to your data;
- (v) sending information and promotional communications, also of a commercial nature, and/or advertising material and/or the offer of goods and services as indicated under Article 2 above;
- (vi) providing legal, tax, social security, accounting, organizational and commercial consultancy;
- (vii) conducting auditing activities.

Your data may also be published, online and offline (for example: Facebook, Twitter, Instagram, LinkedIn, Event website, newsletter), as part of the organization and promotion of Awards Initiatives.

Your personal data may be transferred outside Italy in compliance with statutory norms currently in force, including to non-European Union countries where the Company has business interests.

The transfer of personal data to non-EU countries shall be subject to European Commission Adequacy Decisions and shall also be carried out in a manner such as to provide the appropriate guarantees pursuant to Articles 46 or 47 or 49 of the GDPR.

In any event, your personal data shall not be disseminated.

## 6. Period of the processing

Your personal data shall be processed only for the time necessary to achieve the purposes of the processing operation.

## 7. Rights of the data subject

We hereby confirm that you are entitled at any time to exercise the rights regarding your personal data within the limits and in accordance with the conditions indicated in Articles 7 and 15-22 of the GDPR.

Should you wish to exercise any of the rights listed below, please contact the Data Controller by sending an e-mail to: [privacy@bolognafiere.it](mailto:privacy@bolognafiere.it). Your request will be answered no later than 30 (thirty) days following receipt by us.

More specifically, data subjects have the right to:

- withdraw the consent previously given, without, however, said withdrawal in any way calling into question the lawfulness of any consent-based processing carried out prior to withdrawal of consent;
- request the Data Controller to access, rectify or erase (the so-called "right to be forgotten") personal data, or to restrict processing of personal data regarding them, or to object to processing;
- obtain the portability of their data;
- lodge a complaint with the Personal Data Protection Supervisory Authority in the event they believe their rights have been infringed.

## 8. Data Controller, Data Processor and Data Protection Officer

The Personal Data Controller is Fiere Internazionali di Bologna - BolognaFiere S.p.A., in the person of its pro tempore President, with headquarters in Bologna, Italy, Viale della Fiera No. 20. The updated list of Data Processors is available at the Data Controller's headquarters, or may be requested by email at: [privacy@bolognafiere.it](mailto:privacy@bolognafiere.it).

The Data Protection Officer may be contacted at the following email address: [dpo@bolognafiere.it](mailto:dpo@bolognafiere.it).

This Privacy Policy Statement will be subject to updates. BolognaFiere therefore invites data subjects seeking details regarding the processing of their personal data to check periodically the "Privacy Policy" section of the corporate website "[www.bolognafiere.it](http://www.bolognafiere.it)".

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## CONSENT TO THE PROCESSING OF PERSONAL DATA

Having read the above Statement, I hereby consent to my personal data being processed with the methods indicated above, as well as to their communication to the persons or bodies mentioned above and/or to the transfer of my personal data outside Italy for the purposes of:

a) conducting statistical surveys and market research;

I CONSENT     I DO NOT CONSENT    DATE AND PLACE \_\_\_\_\_ Signature \_\_\_\_\_

b) allowing my participation in Events and meetings, also of a promotional nature, as well as personalized meetings with further trade professionals enabling them access to your data;

I CONSENT     I DO NOT CONSENT    DATE AND PLACE \_\_\_\_\_ Signature \_\_\_\_\_

c) enabling publication of data in the catalogue, on the website, on the show guide, on any press releases and communications by email and promotional emails regarding the Event, (including the activities necessary to manage on- and off line publication);

I CONSENT     I DO NOT CONSENT    DATE AND PLACE \_\_\_\_\_ Signature \_\_\_\_\_

d) allowing the automatic participation/application to the Awards Initiatives related to the Event, as well as the publication, online and offline (by way of example: Facebook, Twitter, Instagram, LinkedIn, Event website, newsletter), of their data within the organization and promotion of the Awards Initiatives.

I CONSENT     I DO NOT CONSENT    DATE AND PLACE \_\_\_\_\_ Signature \_\_\_\_\_

e) receiving information and promotional communications, also of a commercial nature, as well as advertising material regarding editions of the Event in subsequent years, and the offer of goods and services to be delivered by means of the postal service, Internet, telephone, e-mail, MMS, SMS, from within or outside Italy (including non-European Union member states) by the Company or by natural or legal persons collaborating with the Company's commercial activities, telesales companies, parent companies, subsidiaries and/or associate companies of BolognaFiere Group.

I CONSENT     I DO NOT CONSENT    DATE AND PLACE \_\_\_\_\_ Signature \_\_\_\_\_