



20th Four Wheel Drive Show Carrara fiere- Italy 14 - 16 October 2022

GENERAL REGULATIONS (please send a copy signed on each page)

TITLE I – PARTICIPATION

Art. 1 - 4X4FEST, the 20th Four-Wheel Drive Show is organised by IMM Carrara Spa (hereinafter referred to as the Organisation) from **14th to 16th October 2022** at the exhibition grounds located in Marina di Carrara.

Art. 2 - All producers, dealers, public bodies, associations, consortiums, institutes, both Italian and foreign that operate in the sector, as well as the foreign countries concerned may participate at the Show, either directly or through agents. The main products allowed are:

- ! 4WD CARS, OFF-ROAD VEHICLES, SUVs
- ! QUAD-ATVS
- ! MOTO
- ! BIKES
- ! ACCESSORIES, SPARE PARTS
- ! LUBRICANTS, GASOLINE
- ! G.P.S. ELECTRONICS
- ! MODIFICATIONS, PREPARATIONS, SERVICES
- ! ASSOCIATIONS, CLUBS
- ! RESCUE AND SAFETY EQUIPMENT
- ! DEVICES AND SYSTEMS FOR DISABLED PEOPLE
- ! SPECIAL VEHICLES
- ! EQUIPMENTS AND TECHNICAL CLOTHINGS

Art. 3 - The participation contract, completed on the appropriate form, must be sent to the Organisation's head offices along with the deposit, which shall be paid on signing the contract. The position, size or any other information given by the participant shall be in no way binding for the Organisation that reserves the right to assign stands based on its own criteria.

The Exhibitor is required to pay the total cost of the stand in full by **September 14th 2022** by bank transfer.

Non-compliance with this shall authorise the Organisation to consider the stand not rented and to keep the deposit already paid by the participant as reimbursement for damages.

Art. 4 - The signing of the Participation Contract and the acceptance of the General Exhibition regulations, as well as the observance of the legislative decree 81/08 and subsequent alterations and/or integrations thereto and any further regulations that the Organisation should see fit to announce to ensure the better running of the Exhibition and its services, is a final commitment. **The Organisation shall decide unquestionably on the acceptance of the Participation Contract.**

Art. 5 - The Organisation shall be entitled to keep the sums paid as a deposit even if the Exhibitor, once the participation form has been sent in, states, in a written notice received by the Organisation by and no later than **September 14th 2022**, that he/she no longer intends to take part in the event.

Should this written notice be received by the aforementioned date and the Exhibitor has not yet paid any deposit, he/she shall anyway be required to pay 30% of the sum that he/she would have had to pay if he/she had actually taken part. Should the notice be received after **September 14th 2022**, the Exhibitor shall be required to pay the entire sum due for participation (as well as VAT).

Art. 6 - The Organisation reserves the right, with 15 days' notice to participants before the official opening of the Exhibition, to postpone the dates or shorten its duration, should this be necessary for technical or organisational reasons or force majeure, without the participants' being entitled to request any damages.

Art. 7 - The Exhibitor's failure to comply with the General regulations and these regulations shall lead to the closing of the stand. The stand shall subsequently be vacated by the Exhibitor him/herself within 24 hours after the official notice given by the Organisation, which may be served by registered letter, Pec, or telegram to the legal representative of the exhibiting company. After such term, the materials fitted or being fitted and all the goods for display on the stand shall be removed and stored away by the Organisation, without any responsibility for any damages and/or theft. The defaulting Exhibitor may ask for the return of materials and goods within sixty (60) days from the closing of the Event, subject to payment to the Organisation of costs for the removal of the goods from the stand. After such term, the Organisation shall sell the materials and goods by auction and the proceeds of such auction, net of any Organisation's expenses or dues, shall be credited to the Exhibitor.

Art. 8 - The Exhibitor shall elect his/her legal domicile at the Organisation's head offices, and acknowledges the jurisdiction of the Court of Massa for all purposes.

TITLE II - Stand -Fitting/Dismantling phases

Art. 9 - The Organisation shall take care of cleaning the lanes, yards and common and open to the public areas every day. The Organisation shall make available to the Exhibitors a parking area for their cars. The parking area will not be attended, so the Organisation shall not be held responsible for any damage or theft. Traffic within the exhibition grounds shall be strictly forbidden during the opening hours.

The stands shall be assigned according to commodity areas previously defined by the Organisation, which reserves the right to change, at its unquestionable discretion, the commodity groups and, wherever necessary, to transfer participants to another area and change the dimensions and surface area of the stands.

Art. 10 - Exhibitors are required to display products within the area assigned, as indicated for inclusion in the catalogue. It is prohibited:

- to display advertising signs and products of other companies that are not represented and hosted
- to display signs indicating the buyer of the products displayed
- to transfer, even at no charge, all or part of the stand to a third party
- to display and sell products that are highly inflammable and/or susceptible to air and moisture

Failure to comply with these rules shall give rise to the closure of the stand and the subsequent consequences as stated in art. 7.

It is also strictly forbidden to dump any substance or hazardous waste into the sewerage system. Any infringements will be punished according to the gravity at the sole discretion of the organiser. The most serious cases will be communicated to the public monitoring authority that may apply the heavy fines and penalties provided for by current legislation (Legislative Decree 152 of 3 April 2006 - Environmental Regulations and subsequent amendments and additions).

Art. 11 - The areas are made available to participants at least **2 days before** the official opening of the fair. The Organisation does, however, reserve the right to plan the arrival of the goods and materials for fitting out the stands, bringing forward, if this should be necessary for technical/Organisational reasons, the arrival dates by up to a maximum of 7 days from the opening of the event. The stands, fully fitted out and with the goods on display, must be ready by 16:00 the day before the opening.

In any case, if before 12:00 the Exhibitor has not occupied the stand, the organisation is entitled to dispose of the same. Access to the exhibition grounds is permitted only to vehicles equipped with a special **GOODS ENTRANCE FORM**, issued by the Organisation, which must include a list of the materials for fitting out the stand and/or display transported. Entrance is forbidden to

all cars, even if carrying goods. A copy of the **GOODS ENTRANCE FORM** must be delivered to the staff of the Organisation. The transport document shall not be made out to the Organisation, but in the name of the stand at the exhibition. The participant declares to have read and understood the General Regulations, to which we refer for further details as regards the procedures, observations and obligations. Participants are required to provide the Organisation, in accordance with Decree 81/08, the relevant forms and statements. It is strictly forbidden to use vehicles equipped with moving arms and forklifts for the unloading of goods. It is allowed the handling on their own only with non-motorized hand trucks or pallet trucks. Handling is managed by sole operator "La Victor" who is available in accordance with the provisions (handling management). Failure to comply with these rules shall give rise to what is stated in the previous article 7.

Art. 12 - Exhibitors are required to submit to the Organisation, within 60 days from the opening of the Exhibition, the stand fitting plan in duplicate, with static calculations in the case of load-bearing structures or roofing. The Organisation reserves the right to make changes to the plan if this is necessary for technical reasons. The Organisation will not be responsible in any case for any damage caused to persons or property.

Art. 13 - At the time when the Exhibitor enters into the contract for the temporary acquisition of the exhibition space, he/she becomes, according to the current legislation, the only person responsible for safety for all activities that are carried out within the exhibition space. During fitting out and dismantling of the stand, Exhibitors and Fitting Companies must follow the guidelines set out in the "DUVRI generale" (the single interference risk assessment document) annexed to the General Regulations and the "DUVRI Fiera" (the single interference risk assessment document for the exhibition). These documents are available online at www.4x4fest.com in the Exhibitors' reserved area. Fitters must respect the safety procedures given for safety

and coordination. Exhibitors must inform their staff and the companies working for them in the exhibition

grounds of the provisions and restrictions contained in the General Regulations and the risks occurring from interference. Exhibitors are required to request a declaration of compliance with decree 81/08 for all the labour and work outsourced. All workers must wear a name badge, according to law 123/07 and be informed

according to legislative decree 81/08.

Exhibitors are responsible for the activities governed by these Regulations that are carried out on their behalf on the exhibition grounds, directly or through third parties (fitters) during the fitting and dismantling of the stand. Exhibitors must appoint one person responsible for the stand, the person that for the purposes of safety is responsible to the Organiser and third parties for everything connected with the above-mentioned activities. The names of the persons appointed must be written on the "Stand Fitting - Safety Management System" form available on line at www.4x4fest.com in the Exhibitors' reserved area. If the Organiser does not receive any name, it is implied that this appointment is filled directly by the Employer of the Exhibiting company.

Failure to comply with such regulations and laws will authorise the Organiser to deny access, sanction the exhibiting and fitting companies and expel the staff and/or companies at work. The responsibility is entirely the Exhibitors' and their suppliers directly employed by them (fitters and suppliers of other services).

Art. 14 - The stands are assigned only for the area and position indicated in correspondence sent to the Exhibitor, without prejudice to the conditions set out in art. 9.

Art. 15 - The height of the panels must not exceed a maximum of 4,00 m and the company name panels may be shown up to a maximum of 5,00 m from ground level and 2,00 m away from adjoining stands (unless otherwise authorised in writing by the adjacent Exhibitors for shorter distances). In no case shall the size of the writing exceed the maximum span of the stand. The backdrops, partitions and any fitting material or feature shall be finished in a professional way, including the outer sides of the stand. In addition, no advertising writing or pictures shall be posted on the sides adjoining the other Exhibitors' stands. Suspended constructions or special fittings may only be installed with the Organisation's written authorisation. To obtain such authorisation, the Exhibitor and/or the Fitter shall submit a "Fitting Plan" in an original copy and duplicate, inclusive of the documentation on the static calculations signed by a certified professional.

Art. 16 - The Exhibitor shall be civilly and criminally liable for any damage caused by the non-compliance or the violation of the laws and regulations in force on the subject and all the provisions given in the Regulations and the D.U.V.R.I., and shall also exonerate the Organiser from any claims for damages made by third parties. The Exhibitor is also responsible for the goods on display and any demonstration activities, for any damage caused to anyone.

Art. 17 - Any type of fitting shall be of the knockdown type (which can be dismantled). Fixed stands are not allowed. If, during the fitting out, the stand is placed in an incorrect way in the designated area, as clearly stated in the plan sent to the company, the Organisation may see to the removal of the materials with their own means and with no responsibility, and charge the relevant costs to the Exhibitor.

Art. 18 - Dismantling and goods exit may start at 8.00PM the day of the end of the show and must necessarily be completed the day after the end of the show. After this period, procedures will be taken as set out in the previous art. 7. **THE STAND AND THE DISPLAYED GOODS, HOWEVER, CANNOT BE REMOVED WHILE THE EXHIBITION IS OPEN.**

Art. 19 - The Exhibitor is required to return the stand at the end of the event in the same condition as it was assigned to him/her. All waste produced during the stand fitting/dismantling operations must be disposed of according to the regulations on recycling and environmentally sound disposal of waste (Legislative Decree 152 dated 03.04.1996 and subsequent amendments and additions). Any damage or costs for the cleaning of the area shall be charged to the Exhibitors.

Art. 20 - At the end of the event, the goods on display and the furnishings cannot be removed until the **EXIT PERMIT** has been requested and issued only to Exhibitors who have settled their payments due. At the exhibition centre exits, the security staff are authorised to inspect the goods and vehicles leaving the premises. If the fitter (or whoever is employed on his behalf) does not correspond to the fitter (or whoever is employed on his behalf to carry out the fitting) registered with the Organisation, the person in charge of the stand must give the information required for the work and inform the Organisation of the variation by signing a new form of registration and compliance with decree 81/08.

Art. 21 - Provisions as regards work safety - Regulations and responsibility
Exhibitors are required to observe the safety laws and regulations and in particular:

- as regards fire prevention for places of public entertainment;
- as regards accident prevention, hygiene, pollution in general and work safety as well as the laws, regulations and provisions of Public Safety;
- as regards work safety and in particular what is set out in the Consolidation Act (Testo Unico) 81 dated 9 April 2008 and subsequent variations and integrations thereto;
- as regards health protection for non-smokers;
- as regards illegal work and the promotion of safety in the workplace.

When engaging workers in the setting up, dismantling or any other job on the exhibition centre's premises, the Exhibitor must:

- 1) verify, in accordance with art. 90, paragraph 9, the technical-professional competence of the company hired, that is the company contracted to set up the stand, as well as that of any company or freelance worker subcontracted for the job.
- 2) provide the contracted company and any subcontracted company/person with detailed information on the specific risks existing in the environment where they are to work and on the precautionary and emergency measures taken for their work by giving them the exhibition centre General Regulations and the relevant DUVRI. The plans for the setting up and dismantling of the stand must be kept at hand on the stand together with the work stages and the description of the tools necessary for carrying out the work in safety.
- 3) cooperate in enacting the necessary precautionary and protection measures to prevent accidents during the work contracted;
- 4) coordinate the work necessary to protect workers from the risks to which they are exposed, exchanging information in order to eliminate risks due to interference between works carried out by the various companies involved in carrying out the work in general;
- 5) the employer of the contracted company or his/her representative must oversee the execution and cooperate with the exhibiting company;
- 6) The single interference risk assessment document for the exhibition (**DUVRI**) with the indication of the work risks can be seen online in the reserved area. If the Exhibitor and/or contracted company should find other risks not set out in the document, they shall indicate them according to the procedure laid out on the website.

Art. 22 - Provisions to combat illegal work

All workers must bear an identity card with their details, a photograph and the name of their employer. This applies to self-employed workers too who are responsible for providing this. Where there is more than one employer or freelance worker present at the same time, the person responsible is the work contractor.

TITLE III - Registration fee - Opening hours - Exhibitor passes

Art. 23 - Participation in the Exhibition is subject to the payment of a **REGISTRATION FEE** of 200 Euros. This includes municipal signage tax (for advertisement sizes up to 5.5 sqm.), inclusion in the official catalogue, parking passes and exhibitors passes based in the booked space, invitation cards for their customers, general services supplied by the Organisation. The Exhibitor shall pay an extra payment of 200,00 € + VAT for each hosted company that will be included separately in the Official Catalogue. The assignment of the stand is subject to the payment of a rate per square metre as determined by the Organisation.

Art. 24 - The Fair is open to the public from 10.00 a.m. to 7.00 p.m on 14, 15, 16 October 2022. Exhibitors and service staff may enter the exhibition centre 1 hour before the opening and must leave within thirty minutes after its closing.

The Organisation reserves the right to change this schedule at any time and, should it deem fit, restrict days to trade operators only.

TITLE IV - Security - Insurance - Accident prevention - Working machinery

Art. 26 - The Organisation shall provide a normal security service both at night and during the day. Exhibitors expressly release the Organisation from any responsibility for any damage or theft occurring during the event.

Exhibitors' signature.....



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In particular, the Organisation shall not respond for any theft or damage to the materials or goods displayed on the stands or otherwise located within the exhibition centre premises.

Organiser will not be able to perform pre-contractual activities or the contractual relationship/ requested services.

Art. 27 - The custody and supervision of the stands, as well as of goods and materials contained therein, are the responsibility of the respective Exhibitors throughout the duration of the event, including the setting up and dismantling periods. EXHIBITORS MUST THEREFORE TAKE OUT A SUITABLE INSURANCE THAT COVER ALL RISKS ASSOCIATED WITH THEIR PARTICIPATION IN THE EVENT.

With reference to the processing of data for the purpose b), the Exhibitor may, at any time, exercise the right to object to its data pursuant to art. 21, Privacy Policy. Following this opposition, no further communication will be sent and the data will no longer be processed for this purpose.

With regard to the processing of data for the purpose c), the Exhibitor may revoke the consent given at any time, without prejudice to the lawfulness of the treatment based on the consent given prior to the revocation.

Art. 28 - Machinery and equipment cannot be operated unless under exceptional circumstances, subject to the Organisation's authorisation and only at pre-set times. Exhibitors wishing to operate machinery shall equip such machinery with all the necessary devices to prevent accidents, fires, noise and the emission of gases or fluids, in strict compliance with the applicable accident-prevention, health hazard and work safety regulations, as set out in Decree 81/08, Consolidation Act on work health and safety and subsequent amendments and integrations thereto. Exhibitors interested shall, therefore, conduct all the preliminary inspections required to comply with the current applicable regulations. In this respect, the Organisation shall not be held responsible for any direct or consequential damage to people or property. Exhibitors interested, in charge of the operations, must make out a written request indicating an assessment of the risks involved in the installation and the use of this machinery, equipment and/or systems. The Organisation reserves the right to refuse the installation or use of any machinery for safety reasons or reasons of any importance for the running of the Exhibition.

Subjects, categories of subjects to whom the data may be communicated and scope of the dissemination of data

The Exhibitor's data processed for the purpose a) may be made accessible, exclusively for the same purpose, to: employees and collaborators of the Data Controller in their capacity as persons in charge in accordance with the requirements of the RGDP external data processing managers (Article 28 Regulation Privacy); other parties involved to perform functional activities for the execution of the purposes a) (as an indication, general technical services, supervision, insurance, advertising commission, etc.). The updated list of external managers is available at the registered office of the Data Controller.

The Exhibitor's data processed for the purposes c) may be communicated to subjects or bodies identified by the Organisation to favour the Exhibitor's promotion, such as, by way of example, societies and companies, associations and foundations; entrepreneurs' and companies' associations; employment placement agencies; bodies; Chambers of Commerce, Industry, Crafts and Agriculture and National Institute for Foreign Trade; Institutes and schools of all levels and universities.

Art. 29 - Exhibitors who fit out their stands directly are required to present the necessary certifications, declarations and inspection documents as regards the correct assembly, suitable static conditions, electric wiring systems and materials used. Exhibitors are committed, accepting full responsibility thereof, to exhibiting products in compliance with current national and/or regional legislation. Exhibitors are required to indicate which of the products on display, if any, do not comply with the above-mentioned legislation.

RIGHTS OF THE INTERESTED PARTY

With specific regard to the processing of personal data, as defined by art. 4, n. 1), Regulations, The Exhibitor is always entitled, at any time, to obtain confirmation of the existence or otherwise of the data processed by the Organisation, to know its content and origin, verify its accuracy or request the integration or updating, or the correction, portability and cancellation of the same. The Exhibitor also has the right to request the limitation on the processing of personal data pursuant to art. 18, Privacy Policy or, still to oppose their treatment pursuant to art. 21, Privacy Policy.

TITLE V - Utilities - Official Catalogue - Privacy

Communications to the Organization for the exercise of the rights listed above may be sent to the address privacy@immcarrara.com

The Exhibitor also has the right to lodge a complaint with the Guarantor for the protection of personal data

Art. 30 - Within the limits of its own resources, the Organisation shall supply electricity and water and shall reserve the right to accept or refuse any requests for these utilities. The electric equipment shall be handed out by the Organisation staff (along with relevant delivery receipt) only to people authorised by the Exhibitor, who will be responsible for such equipment throughout the duration of the Exhibition. The Exhibitor will be given a regular receipt on returning such equipment. The electric equipment will be available until stocks last.

TITLE VI COVID

Art. 38 COVID-19 regulation in force at the time of the event will be applied.

Art. 31 - Exhibitors can engage in advertising on their own stands according to current legislation, police regulations and art. 10, 15, 21 of these General Regulations and without causing damage or disturbance to other Exhibitors. Visual advertisements (signs, placards, fittings) within the stand are subject to a municipal tax, under PD. 26/10/1972 no. 639.

Place and date

the Legal Representative/Exhibitor Signature

Art. 32 - Advertising by means of amplifiers, as well as using background music and instruments such as radios, TVs, multimedia supports, etc., is subject to the prior authorisation of SIAE - located in Massa, massa@mandatarie.siae.it - and to the related payment of copyright.

In order to broadcast recorded music at your stand, it is necessary to activate appropriate regularisation practices with SCF SRL.

According to articles 72, 73 and 73-bis of the LDA, record producers have the exclusive right to authorise duplication of phonograms and to receive fair compensation for communicating them to the public, even if not for profit. In this way, the law seeks to protect the investments of the record producer - who commits resources to achieve the musical product - and the work of the artist, who gives his/her own interpretation for the recording label. To broadcast recorded music in public, whatever the medium used is (radio, TV, CD, MP3 players, PC-loaded playlists, hard disk, USB flash drives, etc.), SCF license is compulsory.

SIAE and SCF are two different institutions that manage different rights related to different cultural products:

- SIAE manages and defends the rights of music composition (music and/or lyrics), whether it is played live or on disk. Such rights must be corresponded to the author of the composition and to the editor of the song.

- SCF manages and defends the rights related to record making (i.e., the recording of the musical work on the proper equipment). Such rights must be corresponded to the producer of the recording and to the artist who has given his/her own interpretation of the recording. SCF SRL Via Leone XIII, 14 20145 Milano - Italy eventi@scfitalia.it www.scfitalia.it

Art. 33 - The Organisation shall circulate the on-line official catalogue, but shall not be held responsible for any error or omission. This publication shall contain the CATALOGUE INCLUSIONS received by **September 17th 2022**.

Art. 34 - The organisation claims as its exclusive property both the name and the trademark of the event, with all its revisions, abbreviations, acronyms and simplifications, and hence it is prohibited for anyone else to use them. The Organisation reserves the exclusive right to any reproduction by photographic, cinematographic, telematics, drawing or other of the event or the individual stands. Any publications intended for information/publicity carried out by third parties are not authorised and do not involve the Organisation in any way.

Art. 35 - Exhibitors shall strictly respect the deadlines for the submission of the forms for services and the settlement of payments. If the Exhibitor fails to comply with such rules, the Organisation shall be entitled to charge a 20% extra on the total amount due for the requested services.

Art. 36 - The Organisation reserves the right to establish, in addition to these General Regulations, any provision or regulation that it may deem fit for the better running of the exhibition and its services. Such additional provisions and regulations or any addition thereto shall have the same force as these General Regulations.

ART. 37 Protection of subjects with respect to the processing of personal data

The Organiser informs that, pursuant to and for the purposes of EU Regulation n. 2016/679 ("Privacy Policy") and subsequent amendments and/or additions, the processing of personal data will be based on principles of correctness, lawfulness and transparency, protecting the confidentiality of the Exhibitor and his rights. In this regard, the Organiser, holder of data management pursuant to art. 4, n. 7), Privacy Policy, provide the following information, according to the provisions of art. 13, Privacy Regulations:

Purposes of data processing, legal basis and retention period

The data communicated by the Exhibitor to the Organiser may be processed for the following purposes:

a) completion of pre-contractual activities, establishment and execution of contractual relations functional to the organisation and management of 4x4Fest event, as well as necessary for the provision of services requested to the Organiser (e.g. sending proposals, estimates and information on the activities of the Organiser, administrative and accounting activities related to contractual positions, etc.). Legal basis: performance of pre-contractual activities, execution of a contract, fulfillment of the related administrative, accounting and tax law obligations; legitimate interest of the Owner to the right of defense. Retention period: 10 years from data communication

b) development and promotion of the relationship established with the Organiser with the participation in 4x4Fest event. Legal basis: legitimate interest of the holder for direct marketing. Data retention period 10 years from data communication;

c) facilitation of the Exhibitor's promotional activities (e.g. creation of contacts with other subjects, bodies, potential business partners and collaborators). Legal basis: consent of the Exhibitor. Data retention period 10 years;

d) purpose of study and systematic investigation aimed at the development of scientific knowledge of the sector;

e) purposes of statistical investigation and production of statistical results.

Methods of data processing

Data processing is done manually, electronically or through automated means, adopting technical, IT, organisational, logistic and procedural measures to guarantee security. The Exhibitor is never subjected to a decision based automatically on the automated treatment, including profiling, on the part of the Organiser.

Optional provision of data

The provision of data by the Exhibitor for the purpose a) is to be considered optional, yet a necessary condition for the implementation of this Regulation, with the consequence that in the absence of the required data, the

Exhibitors' signature.....