

1. ORGANIZATION

FIRENZE FIERA S.p.A. , with headquarters in Piazza Adua 1, Firenze (Italy), yearly organizes an International exhibition and seminar event, named "Fiera Didacta Italia".

2. DURATION AND TIMING

The Fair will take place on **September 2017 from the 27th to the 29th, from 9.00 am to 7.30 pm**. FIRENZE FIERA S.p.A. reserves the right to change the hours, if necessary, for technical-organizational reasons

3. PARTICIPATION

Participation is open to:

- a) Italian companies, officially listed in the Chamber of Commerce Register, belonging to the school, education and training sector;
- b) Foreign countries' companies, belonging to the school, education and training sector;
- c) Italian districts, cities and Chambers of Commerce, trade associations, public agencies and organizations that institutionally operate on the school sector and/or carry out studies, provide and disseminate information in the specific area of services.

4. MERCHANDISE CATEGORIES

The following sectors are eligible: school items - publishing and publications - furnishing - furniture accessories - paper and printing - furniture and outdoor accessories - specialized press - information technology, multimedia, software and mechatronics - games, music and sports materials - products and equipment for technological and scientific laboratories - services, products and equipment for training - consulting services in the educational fields, training and education - organizing trips and lectures for schools.

5. APPLICATION FOR PARTICIPATION

The event's application for participation shall arrive at Firenze Fiera S.p.A.'s seat, via the official "Application Form", not later than the day July 31, 2017, accompanied by the advance payment. Firenze Fiera S.p.A. will not take into consideration documentation without advance payment and reserves at its sole discretion the participation applications received after July the 31st 2017. By sending the participation application form the exhibitor agrees to accept all the articles of this Regulation and supplementary rules, as well as any other rule relating to Fortezza da Basso exhibition center and the organization of the event.

6. RATES - REGISTRATION FEES - DEPOSIT

The cost per square meter for a basic 12 sqm booth module, including basic equipment and furniture, with a single side open, is of € 185.00 + VAT 22%, with two open sides the cost is increased by 10%, with three open sides by 15%. Only booths of 12 sqm and multiples are available.

Submitting the application form accompanied by the advance payment, settled not later than the 30th of April, and sending the balance of not later than the 31st of July, the exhibitor will benefit of a special rate of €/mq 170,00 + VAT. No reservations or conditions that Exhibitors may set forth in the registration form shall be considered to be binding for FIRENZE FIERA S.p.A.

Along with the registration form, the Exhibitor shall pay the Registration fee € 220,00 (+VAT) and 30 % of the deposit for the request stand (+ VAT). Applications for exhibiting without payment of the above mentioned amounts will not be taken into consideration. After the application is accepted, the registration fee is not refundable.

7. STAND ASSIGNMENT

FIRENZE FIERA SpA, will examine applications for the participation to the exhibition and decide unquestionably and with the widest discretion to accept it, and on the assignment of the type of stand (one, two or three open fronts), without having to provide any motivation. In case FIRENZE FIERA S.p.A. could not assign the requested type and/or size of booth, the difference will be adjusted with the final balance. For technical and organizational purposes, the location and type of the stand can also be changed, even after the notification of the assignment to the sole discretion of FIRENZE FIERA S.p.A. The total or partial sale, also for free, of the allocated stand is not allowed. Please note that the minimum required size of the stand is of 12 square meters. (4x3 mt.).

8. PAYMENT: TERMS AND CONDITIONS

The amount for the payment of the area, subject to adjustment as indicated in the application form, must be settled no later than 31 July 2017. The payments can be made via bank transfer on the following bank account: **Monte dei Paschi di Siena - Agenzia 34 - Iban IT 90 J 01030 02831 000000013638 - Swift PASCITM 1W29** or online in the dedicated section of www.fieradidacta.it. In the event of breach of this obligation FIRENZE FIERA S.p.A. reserves the right not to admit the exhibitor to participate in the event, as well as the right to take action against him for compensation for the damage suffered. The final invoice, which will include any increases planned by the type of the requested stand and requests, must be paid before the end of the event.

9. WITHDRAWAL OF PARTICIPATION

The withdrawal of the participation of the exhibitor must be notified by registered mail or fax, and will determine the loss of the advance payment. If the withdrawal is notified before than 30 days from the date of start of the event, FIRENZE FIERA S.p.A. reserves the right to claim compensation for further direct or indirect damages, the extent of which FIRENZE FIERA S.p.A. will decide without appeal. If the exhibitor (for whatever reason) does not take possession of the assigned stand in the foreseen period or at the official opening of the event, FIRENZE FIERA S.p.A. reserves the right to freely dispose of the unoccupied space and nothing can be requested by the exhibitor for any reason whatsoever. FIRENZE FIERA S.p.A. also reserves the right to exclude the defaulting Exhibitor from subsequent editions of the event.

10. FITTINGS

FIRENZE FIERA S.p.A. will provide the furnishing of the booths according to the typologies included in the official Application Form. Any change to this furnishing must be approved by FIRENZE FIERA S.p.A. and the related costs will be covered by the exhibitor. Any changes to the available equipment or to its location must be approved by FIRENZE FIERA S.p.A. and must be carried out by the technical staff of the exhibition and will be charged on the final invoice.

11. DAMAGE - CLEANING

The stands must be left in the same conditions in which they were taken over. Any damage caused will be charged and invoiced to the exhibitors. Exhibitors at the time of taking possession of the supplies must point out any existing damage to the employees of the Office of Technical Firenze Fiera S.p.A. During the event Firenze Fiera S.p.A. shall arrange for cleaning hallways and other common areas of the pavilions. Cleaning the stand will be the responsibility of the Exhibitor who can arrange by himself or using the special cleaning service organized by Firenze Fiera S.p.A. in which case it will be subsequently included in the balance, as an additional service.

12. INFORMATION FOR EXHIBITORS

These general regulations, together with the Acceptance and the Exhibitor's Manual, is an integral part of the information for exhibitors. The Exhibitor's Manual is delivered at the time of the Exhibitor stand and includes:

- 1) timetable for booth assembly and disassembly;
- 2) parking information;
- 3) general services;
- 4) complimentary tickets;
- 5) operators invitations.
- 6) booth configuration.

13. INSURANCE SERVICES

FIRENZE FIERA S.P.A. will automatically provide each exhibitor with the following insurance cover against all risks arising from the participation in the event:

- Policy "All Risks" for a maximum of € 15,500.00 covering the theft or damage of goods, samples, property of exhibitor's equipment. The goods are insured starting from the packaging moment in the company's seat, during the event, and only if transportation is made with professional vehicles. For each and every loss an allowance of € 250.00 is foreseen.
- Civil Liability Policy up to € 3.000.000,00 on unintentionally damage caused to third parties by the insured or by the goods and equipment owned by the insured in connection with participation in the event. Exception is foreseen for damages caused by the circulation of vehicles. Firenze Fiera S.p.A. can not be sued in any way in the event of failure to sell, for whatever reason, of the products displayed at the exhibitors. The exhibitor may request a copy of the extract of the policies.

14. DEFAULTS EXHIBITOR RESOLUTION OF THE PARTICIPATION AGREEMENT

The failure to submit the documents indicated in the General Regulations (and/or the incomplete setting up of the booth in the foreseen timing), and/o violations of the prohibitions, obligations and requirements listed below, constitute serious breaches and will allow Firenze Fiera S.p.A. to consider the termination of the contract with the Exhibitor.

Exhibitors must undertake to follow scrupulously all the formalities required by current tax regulations. According to the Italian law, billing for rental of exhibition areas and related services, concerning the participation of exhibitors and non-residents without permanent establishment in Italy, is subject to VAT. The existing regulations provide the possibility for foreign exhibitors, to appoint, before the participation in the fair, a tax representative in Italy, which will cure the VAT formalities and subsequently requests deduction and/or redemption. In case of violation found by the competent authorities, Firenze Fiera S.p.A. will be entitled to close the stand and to immediately remove the Exhibitor from the exhibition center.

15. ENTRANCE TO THE EXHIBITION

The event is open to the public against payment of an entrance fee. Members of the press, providing their journalists card will have free access.

16. PROHIBITIONS AND OBLIGATIONS - CONTRACTUAL PENALTIES

Exhibitors are not allowed to:

- 1) Exhibit works whose disclosure is prohibited by Italian law and by the Washington Convention;
- 2) Exposing the stands objects and products that do not fall within the categories of permitted goods;
- 3) Display goods outside of their stands. This will result in the immediate removal of goods placed outside the limits of space allocated;
- 4) Create warehouse areas within the exhibition space, with different materials except those provided by Firenze Fiera S.p.A.;
- 5) Request for signatures, undertake petitions, statements and advertisements, without prior permission of Firenze Fiera S.p.A.;;
- 6) Attract the audience with audio equipment, musical or vocal means;
- 7) Display posters or samples, even if merely indicative, on behalf of other companies;
- 8) Exhibit signboards offering discounts, explanations, promotions, etc.;
- 9) Use for the support of exhibition materials or equipment facilities of Firenze Fiera S.p.A., such as poles, pillars, trees, walls, etc.;
- 10) Search people by loudspeaker;
- 11) Change the design of the booths, compared to what was agreed, without prior permission of Firenze Fiera S.p.A.;
- 12) Remain in the stand and in the halls after the closing hours of the Fair, without authorization of Firenze Fiera S.p.A.,

Exhibitors are obliged to:

- 1) Attend the stand with their own staff for the duration and hours of the Exhibition;
- 2) Employ staff who comply with all applicable labor laws;
- 3) Keep the assigned booth and furniture in perfect order until the end of the event;
- 4) Observe and enforce its employees and associates on all the regulation issued by Firenze Fiera S.p.A..

Firenze Fiera S.p.A. may decide to suspend from the exhibition exhibitors that do not even meet only one of these prohibitions and obligations.

17. ITALIAN AUTHORS AND PUBLISHERS ASSOCIATION RIGHTS

Exhibitors may not broadcast any music or sounds. Exceptions are allowed only after written permission of Firenze Fiera S.p.A. This permission may be revoked at any time with immediate effect. Authorized exhibitors shall, however, be obliged to ensure that the sound equipment used does not disturb the other Exhibitors and visitors. Such authorization shall not relieve the Exhibitor from the advance payment of royalties, as required by the Italian law, to S.I.A.E. (Italian Authors and Publishers Association) (Via Ricasoli, 26 - 50122 FIRENZE - tel. 055 652811 / Fax 055 6528122 - direzione. firenze@siae.it). Exhibitors should contact S.I.A.E. for any further information. In the event that the above requirements are not fulfilled by the Exhibitor, the amount due, as well as the relevant fine (as determined by S.I.A.E. officials during their inspection), will be added to the final invoice issued by FIRENZE FIERA S.p.A.

18. SOUND TRANSMISSIONS

Sound transmissions are permitted within each booth, and may include the use of radio-receivers and of TV sets, provided that they are not disturbing other exhibitors and visitors, and that exhibitors comply with what is provided for the payment of the rights owned by phonograms producers, as foreseen in the Italian law.

19. FORCE MAJEURE

In case of force majeure, or in any case for circumstances beyond organizers' control, the date of the Event may be changed, or the Exhibition cancelled. Should the latter apply, the organizers, having met their liabilities and settled up the organization expenses undertaken for any reason, shall divide the remaining charges, in so far as the advances given, among the Exhibitors, in proportion to the amounts due for the square meters agreed upon. For no reasons the organizers shall be sued for damages. Should the Exhibition not take place, Firenze Fiera S.p.A. shall return what Exhibitors have already paid; no compensation for damages shall apply.

20. ITALIAN PRIVACY LEGISLATION

The data which the exhibitor provides through the application for participation shall be processed by Firenze Fiera S.p.A. in conformity with the Italian privacy protection legislation, both in writing and electronically. Firenze Fiera S.p.A. shall be entitled to have access only to the data required for the management of the activities of the requested service. The internal staff (secretariat and commercialization of goods and services, as well as the persons dealing with accounts and invoices, and with the management and maintenance of the processing systems), might get to know the personal data of the Exhibitor. The data shall not be the object of communication or disclosure to third parties, except for what is required to be fulfilled according to the contract, for operations of administrative nature (invoicing), of statistic kind (anonymously), or promotional (information meant for the public and the press) and related to marketing, or for obligations provided by the law. Through the signature of the application for participation, the Exhibitor gives permission to the Organizers to process the above-mentioned data.

Finally, the exhibitors' rights foreseen by the Italian privacy protection legislation are acknowledged. In particular, exhibitors' right to have access to their personal data, and to ask for their amendment, updating or cancellation, should these data be regarded as incomplete, wrong or collected by infringement of the law.

**21. DOMICILE OF CHOICE
APPLICABLE LAW
ITALIAN JURISDICTION**

When filling out the registration-application form, the Exhibitors automatically fix their residence in Florence at Firenze Fiera S.p.A. headquarters, at the Fortezza da Basso, Piazza Adua, 1. Whatsoever dispute between Firenze Fiera S.p.A. and exhibitors shall be brought before the courts of Italy, which shall apply the laws of the Republic of Italy that govern this contract. The competent court of jurisdiction shall exclusively be the Court of Florence.

