

GENERAL TERMS & CONDITIONS OF CONTRACT - BUYERS CLUB

1. Definitions

The terms indicated below, when used with a capital letter hereafter, shall have the following meanings, it being understood that singular terms include plurals and vice versa:

"Contract": these general contractual terms and conditions;

"Club": the *community* of professional operators in the *wine & food* sector created by Veronafiere in order to encourage the broadest possible involvement of professional operators in the initiatives implemented by Veronafiere and/or its *partners* operating in this sector (such as Vinitaly, Sol2Expo, Xcellent Beers and Enolitech as well as related events and services);

"Club Member": the User admitted to the Club;

"Veronafiere Privacy Policy Notification": document containing the information that Veronafiere is required to provide as Data Controller pursuant to Article 13 of EU Regulation 2016/679

"Parties": Veronafiere and the Club Member jointly;

User: the natural person who, in carrying out (or in any case in relation to/ in the context of) his/her work and entrepreneurial, commercial, craft or professional activity, presents an application for admissions as a potential Club Member;

"Veronafiere": Veronafiere S.p.A., Tax Code and VAT no. 00233750231, with registered head office in Viale del Lavoro n. 8, 37135 - Verona, tel. 045 8298111, e-mail address info@veronafiere.it, PEC address mail@pec.veronafiere.it (certified e-mail), the founder of the Club and provider of related services.

2. Subject

- 2.1 This Contract contains the terms and conditions of admission to the Club and the use of its related services.

3 Presentation of the application for admission to the Club

- 3.1 To become a Club Member, the User must present an application for admission by filling in the appropriate forms. To this end, the User must (i) enter - after reading the Veronafiere Privacy Policy - the information requested in the forms and indicated as "mandatory", (ii) expressly accept the Contract, (iii) as required, give consent to processing for generic marketing purposes and communication of data to third parties and (iv) click on the link "*send your application*".
- 3.2 Veronafiere will examine the application for admission and ensure that the User qualifies as a professional operator in the *wine & food* sector, performing activities corresponding to the various items envisaged in the relative *online* form. Furthermore, Veronafiere, when examining the application for admission, will take into account any additional information and documentation provided by the User in order to certify his/her activities in the *wine & food* sector (e.g. company brochure, company website, business card, role, etc.), while also and in any case being entitled to request additional information, by e-mail and/or telephone, for the purpose of ensuring a more complete evaluation.
- 3.3 Having verified the foregoing - approximately within 90 (ninety) days from the date when the application for admission was sent, as per Article 3.1 - Veronafiere will communicate via e-mail the successful admission of the User who, on receipt of this e-mail, will become a Club Member;

alternatively, it will communicate the rejection of the application, it being in any case understood that failure to reply within said period is equivalent to rejection of the application for admission to the Club.

- 3.4 The User acknowledges that Veronafiere will consider the application at its complete discretion and thereby being entitled to reject applications it without providing any reasons.
- 3.5 The User accepts that Veronafiere, whenever he/she does not fully meet the requirements for admission to the Club, may nevertheless propose, in possible communication of rejection pursuant to Article 3.3, taking part in other similar initiatives organized by Veronafiere itself in the *wine & food* sector.

4. Warranties and Declarations for Admission to the Club

- 4.1 The User hereby declares:
 - a) being of adult age;
 - b) being the subject to whom the data (personal and otherwise) - provided as part of the procedure governed by Article 3 - refer and in any case, entitled to confer them, guaranteeing their truthfulness and correctness and thereby undertaking to hold Veronafiere harmless from any dispute, claim, action or demand on the part of third parties in relation to the management and processing of said data implemented by Veronafiere itself;
 - c) being active carrying out (or in any case in relation to/in the context of) work and entrepreneurial, commercial, craft or professional activities in the *wine & food* sector;
 - d) provide truthful and correct data in the *online* forms indicated above.
- 4.2 It is understood that, if the Club Member has provided or provides false, out-of-date or incomplete personal data, Veronafiere may remove said Member from the Club, terminating the contract pursuant to Article 11.

5. Termination of the Contract, duration and withdrawal

- 5.1 The presentation of the application for admission to the Club constitutes a contractual proposal.
- 5.2 The Contract is concluded between the Parties when Veronafiere sends notification of admission to the Club pursuant to Article 3.3 and has an indefinite duration.
- 5.3 The Club Member has the right to withdraw from the Agreement at any time by writing to buyersclub@veronafiere.it, which will delete that person's profile from the Club's *database* and cease providing the services referred to in Article 6.
- 5.4 It is implicitly agreed that Veronafiere may decide at any time to close the Club and withdraw from the Contract by issuing advance notice to the e-mail address provided and on the Veronafiere *website*.

6. Services

- 6.1 The Club Member, except for the provisions of Article 7.1 below:
 - a) may receive, through his/her contact details (e-mail address and telephone number), communications about initiatives organized by Veronafiere and/or its *partners* operating in the *wine & food* sector related to: preview information about new events pertinent to his/her category, a *free badge* for entrance to Veronafiere events (on site or *online*), discounts and offers concerning initiatives/services/products organized by Veronafiere and/or its *partners*, information about new *benefits* for Club Members (e.g. access to more features of a given Veronafiere *web* platform or extra services in the context of a trade fair)
 - b) he/she will receive approximately 2 newsletters a month with news about Veronafiere and its *partners*;

- c) will benefit from facilitated *online* procedures for registration with specific *web* platforms or Registration for Veronafiere events (e.g. recognition of the Club Member through the e-mail address provided when presenting the application for admission to the Club, with automatic compilation of their profile with data previously provided in the admission application);
- d) can use Veronafiere's *customer care* services through the contact points that will be sent in the communication referred to in Article 3.3 above, for further information about the communications referred to in letters a) and b) as well as to request support in the management of registration/enrolment procedures as per letter c).

6.2 It is implicitly agreed that the conditions of access to the initiatives referred to in letter a) (e.g. the use of a *free badge* or the purchase of a given service) as well as methods for registration/subscription/access to the *web* platform or events referred to in letter c) may be governed by specific, separate and independent contractual conditions with respect to this Agreement and/or by ad hoc conditions specified in the forms referred to in Article 3.1 and/or in the communications mentioned in the previous paragraph.

7. Obligations and limitations of liability of Veronafiere

- 7.1 Veronafiere undertakes to implement what is available to it in order to ensure the provision of the services indicated in Article 6 above, albeit:
 - not assuming any obligation as regards results (e.g. sending a number of invitations per year) with respect to the communications referred to in letter a) of Article 6;
 - not assuming any commitment as regards the availability and speed of response of the *customer care* staff referred to in Article 6, letter d), except to provide offices for receiving e-mails or telephone calls from Monday to Friday, from 09:00 to 18:00, excluding Italian holidays and any other periods when the company is closed.
- 7.2 It is implicitly agreed that the Club Member is solely responsible for any activity undertaken as regards the use of information, news and content provided by Veronafiere.
- 7.3 Veronafiere declines any and all liability, to the fullest extent permitted by law and with the sole exclusion of hypotheses attributable to wilful misconduct or gross negligence on its part, for any and all, direct or indirect damages that Users may sustain as a consequence of or in relation to membership of the Club.

8. Obligations and Responsibilities of Club Members

- 8.1 Club Members undertake to comply with the dispositions of the Contract and all applicable laws and regulations, thereby refraining from any conduct that is *unlawful* or in any case prejudicial to Veronafiere and inasmuch accepting any consequent liability.
- 8.2 Club Members undertake to notify Veronafiere promptly if the personal/professional information provided at the time of admission to the Club changes, thereby allowing Veronafiere to evaluate continued possession, as regards Club Members, of the qualification of professional operator as per the terms indicated in Articles 3.2 and 4.1 letter c).
- 8.3 It is implicitly agreed that in the event of violation of the obligations defined herein, Veronafiere may take, at its sole discretion and without prior notice, any action it deems necessary or even simply appropriate for safeguarding its interests, including the dismissal of the Club Member from the Club. except for any other remedy envisaged by law, including the right to terminate the Contract as envisaged in Article 11 and to request compensation for any damages suffered.

9. Intellectual and industrial property rights

- 9.1 Club Members declare having been informed that all brands, names, as well as every distinctive sign, denomination, image, photograph, written or graphic text present in the communications referred to in Article 6, letters a) and b) and on the platforms and websites of Veronafiere events as per Article 6, letter c) are and remain the exclusive property of Veronafiere and/or its entitled successors, as well as any of its potential *partners*, whereby the use of the foregoing services gives rise to any intellectual and industrial property rights therein, without prejudice to the provisions of Article 7.2.

10. Privacy

- 10.1 Veronafiere will process personal data provided when presenting an application for membership of the Club and, possibly, even during the use of related services, in compliance with *privacy* legislation, including EU Regulation 2016/679 and Italian Legislative Decree 196/2003, with special reference to the adoption of appropriate technical and organizational security measures to protect data stored in the Club's *databases* and in any case used in order to provide said services, as well as in accordance with the provisions of the Veronafiere Privacy Policy Notification.

11. Express termination clause

- 11.1 Veronafiere reserves the right to terminate the Contract pursuant to Article 1456 of the Italian Civil Code by simple communication via e-mail to the Club Member if the latter fails to fulfil even one of the obligations defined in Articles 4, 8.1, 8.2 and 9.

12. Applicable law and place of jurisdiction

- 12.1 The contract is subject to Italian law.
12.2 For any dispute between the Parties regarding the interpretation, execution and/or validity of the Contract, the Court of Verona shall have exclusive jurisdiction, it being implicitly understood that the parties should do their utmost to resolve any dispute that may arise in amicable fashion.

13. Modification of the Contract

- 13.1 Veronafiere reserves the right to modify the Contract at any time, in which case appropriate advance notice will be given to Club Members, without compromising their right, pursuant to art.5.3, to withdraw from the Contract.