



HOMI

fieramilanocity
5-8 september 2021

FORM
3B

SEND BY MAIL TO:
hominetwork@fieramilano.it
SEND BY POST TO: FIERA MILANO S.P.A.
HOMI
STRADA STATALE DEL SEMPIONE, 28
20017 RHO (MI)

PARTICIPATION FORM FOR NON EXHIBITORS TO THE HOMIcommunity

By joining the **HOMIcommunity** you authorise **Fiera Milano S.p.A.** to host on the website **www.homimilano.com**, your brand into an exclusive space where you can present your creativity to international buyers, resellers, independent stores, department stores, concepts stores, mass market retailers, online shops, e-commerce platforms, architects, home hospitality and the press. All our digital and social channels will tell the HOMIcommunity about your work, your inspirations, your news.

To adhere to the HOMIcommunity project, simply fill in, sign and send back this form, together with the following information and materials, in a single e-mail:

- brand name;
- 3/6 photographs in JPG format relative to your business that you want to present;
- max. 20 lines of description in Word format, in Italian and English;
- video or slide show (optional).

To promote yourself on **social channels**:

- send us a great photo of yourself in JPG format. We will publish it with the **HOMIcommunity** graphics, using the hashtags **#HOMIcommunity** and **#ItalianHomeLifestyle**.
- use the hashtags **#HOMIcommunity** and **#ItalianHomeLifestyle** in all your posts and stories, so that we can share them on our channels and help you reach the widest possible target audience. We will provide you with the graphics you can use on your channels.

BECOME A PARTNER OF HOMIcommunity

PERSONAL DATA OF THE EXHIBITOR (COMPULSORY)

PLEASE COMPLETE IN LEGIBLE BLOCK CAPITALS

Company name

Address

Postcode City

Province Country

Tel. + /

Business e-mail

Web

Tax code* VAT number*

*The data marked with an asterisk will not be shown in the catalogue.

CONTACT PERSON'S INFORMATION (COMPULSORY)

Name and surname Position

Tel. + / Mob.

Personal e-mail

PARTNER'S PROFILE ON THE SOCIAL CHANNELS TO BE MENTIONED

Instagram:

Facebook:

LinkedIn:

OWNER/DIRECTOR

Name and surname

Personal e-mail

MARKETING OFFICE MANAGER

Name and surname

Personal e-mail

RULES OF THE HOMIcommunity

Introduction

These General Rules regulate the Partner's membership of the HOMICommunity (hereinafter the "Community")

Art.1 - Description of the service

The website of the Homi event - www.homimilano.com, will include an exclusive space through which you can increase your brand's visibility by having Fiera Milano publish editorial contents (i.e. interviews, photographs relative to your business) and images to present your creations to international buyers international trade operators and the press. All digital and social channels of the Homi event to be held September 5 to 8, 2021 (hereinafter the "Event") will tell the community what has been told by the participant in the service.

Art.2 - Organiser

The service is organised by: Fiera Milano S.p.A. - registered office: Piazzale Carlo Magno 1 - 20149 Milan - Italy - VAT no. 13194800150 (hereinafter "Fiera Milano", or the "Company").

Art.3 - Subject

3.1 In adhering to the Community, the Partner undertakes to provide the Company with the following:

(i) From 2 to 6 photographs and/or videos relative to its products and creations with accompanying presentation (hereinafter the "Contents");

(ii) links to its social channels (i.e. Instagram, Facebook, etc.), if activated by the Partner.

3.2 The Company will use the Contents sent by the Partner for the creation of a specific page in the Community dedicated to the Partner, where the data as per art. 3.1 will also be featured.

3.3 The Company will be the exclusive owner of the Community. The Partner therefore transfers to the Company, for the entire duration of its participation in the Community, all rights to exploit and use the Contents, as better indicated under art. 6 below. It is agreed that the contents published on the Partner's social channels shall remain the exclusive property of the Partner and the Company shall not have any responsibility in regard to such.

3.4 The Company shall be entitled to promote the Community and the Contents through newsletters that can be sent out to the whole network of contacts as well as through its social networks.

Art.4 - Collaboration procedure

4.1 As part of its Community management and the publication of photographic materials, the Company shall be free to use the Contents and, therefore, it may modify them at will according to its graphic and/or editing needs.

4.2 In any case, the Partner undertakes to take part in the Community and provide the Contents according to the indications and guidelines to be communicated each time by the Company, so as to guarantee that the Community's contents are standardised.

4.3 The Parties expressly agree that no price will be due to the Partner for the granting of the Contents and related rights of economic use.

Art.5 - Term and withdrawal

5.1 Adhesion to the Community shall run from the date on which the application form is signed, for a period of 12 months.

5.2 Either Party may withdraw from the agreement stipulated following signing of the application to join the Community at any time, by sending written notice to this effect at least 1 (one) month in advance, by certified e-mail or letter sent with return receipt.

5.3 Twelve months after the Partner ceases participating in the Community, for any reason, the Company shall no longer have any right to use the Contents or any other material or information disclosed to it by the Partner, for any reason.

Art.6 - Rights of economic use of the Contents

6.1 In joining the Community, the Partner transfers all rights of economic use of the Contents to the company, including, merely by way of example, the right to publish, reproduce in any way or manner and through any additional means to the Community, including through printing, processing and modifying the Contents, with any limits. The Company shall have the right, but not the obligation, to publish and/or dispose of the Contents. The Partner undertakes not to directly or indirectly dispute the validity and ownership by the Company of the rights of economic use of the Contents.

6.2 At simple request by the Company, the Partner undertakes to act and fulfil all formalities necessary to have the Company recognised the rights of use transferred with the Deed.

6.3 The Partner declares and warrants that the Contents are its own intellectual creation, that it is free to dispose of such and that the Contents do not breach any third party intellectual and/or

industrial property rights and, in particular, do not constitute plagiarism or undue copying of third party works, in full or in part, nor shall they harm the honour, image and/or reputation of third parties.

6.4 The Partner undertakes in any case to relieve from liability and to indemnify the Company for any direct or indirect damage, claims, liability and/or expenses, including all reasonable legal costs the Company may incur or pay as a result of the breach of the statements and warranties given in these regulations and in the event of breach by the Contents of any third party rights and, in particular, industrial and/or intellectual property rights.

Art.7 - Code of Ethics and Model 231

7.1 Each Party declares that it is aware of the provisions of Italian Legislative Decree no. 231/2001 (hereinafter the "Decree 231") and undertakes to behave with full transparency and correctly at all times.

7.2 The Partner acknowledges that it has carefully analysed and understood the Company's Code of Ethics and the Organisational Model (General Part), available on the website www.fieramilano.it/en, in the Investor Relations/Corporate Governance section.

7.3 The Partner expressly undertakes not to commit any offence that may result in liability in accordance with the Decree 231 and not to infringe any principles envisaged by the Company's Code of Ethics. The Consultant also undertakes not to behave in any way that may result in breach of said Code of Ethics for the Company or its group.

7.4 The complete or partial failure to observe said obligations by the Partner constitutes serious breach of these regulations and legitimises suspension from the Community or, in more serious cases, termination by the Company, with immediate effect, in accordance with and pursuant to art. 1456 of the Italian Civil Code, without prejudice to the right of Fiera Milano to claim compensation for any damages suffered (such as, merely by way of example, those deriving from the application of sanctions envisaged by said Decree 231).

Art.8 - Miscellaneous

8.1 The contract stipulated following the Partner's joining the Community is regulated exclusively by Italian law and only the Court of Milan has and shall have jurisdiction over any matters as may arise in connection with such.

Art.9 - Personal data protection

9.1 The Parties declare that they are aware that the provisions of current European and national law on personal data protection (Regulation (EU) no. 679/2016 - GDPR and Italian Legislative Decree no. 196/2003 - the Data Protection Code, as amended by Italian Legislative Decree no. 101/2018) regard the processing of data relating to natural persons (hereinafter the "Personal Data") and do not apply to legal entities, institutions and associations and information referring to such subjects (such as, by way of example, business name, place of business, contact data, tax, economic, financial, commercial and industrial data, including information, documents, materials, images and data relative to premises, business, goods, products and services of the Company or Partner, where said company operates).

9.2 In connection with the processing of Personal Data in connection with the pursuit of the activities subject to the regulations, the Parties undertake, as separate Data Controllers, to comply with the provisions of current European and national legislation governing the protection of personal data. In particular, each Party undertakes to ensure that the natural persons to whom the data refers (the "Data Subjects"), such as, for example, the representatives, contact persons, employees or collaborators of the Company or Partner, have received proper information on the processing of Personal Data for the purposes connected with the performance of the activities covered by these regulations and that the Personal Data is lawfully usable by the other Party for such purposes.

9.3 With specific reference to the Personal Data supplied by the Partner to the Company in order to join the Community and fulfil the obligations and supply the services pursuant to articles 2 and 3 above, including any Data present in the Contents or in commercial reference items and/or social accounts, the Partner declares that it has viewed the information supplied by the Company in accordance with Art. 13 of the GDPR and annexed to these regulations (see the document pursuant to Annex A) and undertakes to notify the Data Subjects to whom the Personal Data it has supplied refers, as well as to guarantee that the Personal Data can be lawfully used by the Company to pursue the purpose and perform the activities covered by these regulations, including its disclosure to third parties and dissemination by e-mails, newsletters, websites and social media, in compliance with the provisions of the GDPR and Data Protection Code in respect of the obligations to obtain consent, where necessary, or verify the existence of an alternative, suitable, legal basis.

9.4 The Parties undertake to indemnify each other and hold each other harmless for any damage, burden, cost, expense and/or claim of third parties that may arise from the violation of the current legislation on the protection of personal data, which is attributable to each Party.

JOINING THE HOMIcommunity

The Partner declares that it has examined all clauses in these regulations and the information statement on personal data processing pursuant to Annex A.

Place _____

Date / /

 Partner's signature and stamp

X

The Partner declares to approve specifically, in accordance with and pursuant to articles 1341 and 1342 of the Italian Civil Code, the clauses pursuant to art. 3.3 (Subject), art. 4.3 (Collaboration method), articles 6.1 and 6.4 (Rights of economic use of the Contents) and art. 8 (Miscellaneous).

Place _____

Date / /

 Partner's signature and stamp

X

ANNEX A - PRIVACY INFORMATION

INFORMATION STATEMENT ON THE PROCESSING OF PERSONAL DATA IN CONNECTION WITH THE PARTNER'S PARTICIPATION IN THE COMMUNITY

Art. 13 of Regulation (EU) 2016/679 – General Data Protection Regulation (GDPR)

Fiera Milano S.p.A. (hereinafter the "Company") intends to provide the Partner wishing to join the Community of the Event subject of these regulations to which this document is attached, with the following additional information in connection with the specific processing of Personal Data connected with participation in the Community, aimed at allowing the Partner to increase its brand visibility through the publication of editorial contents and photographs in a dedicated space of the Event website and through the Company's newsletters and channels present on the social networks.

The Personal Data referring to the Partner, where operating as a sole trader, small entrepreneur or freelance professional, as well as to representatives, members, employees and collaborators of the Partner indicated in the regulations or even issued thereafter, including any Data included in the Contents (including, for example, any photographs and/or video clips) as well as commercial and social contact details, is collected and processed by the Company, as Controller, to fulfil the obligations and provide the services concerning the Partner's participation in the Community, including the dissemination through publication on the Event website and potential inclusion in the related newsletter or mention on the Company's social channels, under the terms specified in said rules, and to fulfil the related regulatory, accounting and tax obligations and pursue legitimate interests correlated to the pursuit of the connected administrative, organisational and technical activities. The provision of the Personal Data is necessary to this end; indeed, failure to confer even only part of such Data, where necessary, may make it impossible to provide the services requested.

For the above purposes, the personal data thus acquired:

- is processed by the Company using mainly computerised procedures and methods that are suitable to ensuring the correct management of the services provided and stored for one year in the Community and, after expiry of the regulations, for the time envisaged by reference regulations, purely for administrative, accounting and tax purposes;
- may be disclosed to operators and collaborators authorised by the Company to process data in order to carry out said administrative, technical and security activities connected with the organisation and management of the Community and communicated to other companies in the Fiera Milano Group (see also the updated list available on the website www.fieramilano.it/en) and to companies of our trust that provide us with organisational and technical services relating to the Community, such as, for example, IT service companies, etc.;
- may be disclosed to the other Community Partners and third parties (such as, amongst others, buyers or visitors, journalists, etc.) and also disseminated on-line, through the websites of the Event and of Fiera Milano, as well as on the related social channels.
- may be transferred to companies and subjects located in countries outside the EU, if the European Commission has recognised that these countries have an adequate level of data protection (e.g.: Switzerland, Australia, Israel), or based on appropriate warranties (such as standard contractual clauses or company rules binding on groups), or, in the absence of such conditions, if the transfer is authorised by the data subject or necessary for the fulfilment of the contract with the same.

The provisions of the GDPR (articles 15-22) guarantee the data subject (natural person to whom the personal data refers) the right to access at any time to the data concerning it and to obtain a copy thereof, to rectify or supplement it if inaccurate or incomplete, to erase it or to obtain a restriction on processing of the same if the conditions are met, to object to their processing on grounds relating to the particular situation of the same person and, in any event, to its processing for direct marketing purposes, to request the portability of the data provided, where processed automatically for the execution of the contract or on the basis of the data subject's consent, and to submit a complaint to the Data Protection Authority for the protection of their personal data and rights, if it is deemed that they have been infringed.

To request the exercise of such rights, the Data Subject can contact Fiera Milano S.p.A., as Data Controller, with registered office in Milan, at Piazzale Carlo Magno no. 1, or alternatively contact the Data Protection Officer there, by e-mailing dpo@fieramilano.it.