

GENERAL REGULATIONS

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70th PITTI IMMAGINE BIMBO
Pitti Bimbo / Sport Generation / Superstreet / Baby World / Kid's Design
Florence - Fortezza da Basso – 21/23 January 2010

The English translation is provided as a courtesy.
The Italian text shall be valid for all intents and purposes.

1. ORGANIZERS

The exhibition is promoted by Centro di Firenze per la Moda Italiana and organized by Pitti Immagine s.r.l., whose registered office is situated in Via Faenza 111-Florence.

2. NATURE OF EXHIBITION

The exhibition is by invitation and is reserved for manufacturers of children's clothing (0/18 years), maternity clothing and accessories. Pitti Immagine plans each individual exhibition in accordance with determined criteria with the aim of adapting it to meet the particular needs of the market. Consequently, Pitti Immagine invites firms to take part in the shows which, based on the decision of the Technical Committee, it believes suitable to give the exhibition the type of image which it has in view, possibly also taking participant's turnover criteria into account. **The invitation therefore applies exclusively to the exhibition in question and is not extended to those held at any other future date.**

3. APPLICATIONS

Companies making applications to take part in the exhibition should complete the relevant forms in full and provide any further information required.

4. PARTICIPATION

Industrial and artisan firms as well as importers or sole agents of foreign firms may take part in the Pitti Immagine Bimbo exhibition and any other category complementary to items exhibited in the show, that the Organizers may decide to invite on a case by case basis. Importers and sole agents must show that they have sole distribution rights in Italy for the foreign products exhibited and must produce a corroborative statement by the manufacturer. Whenever an enterprise has more than one trademark, it must have the necessary authorization to exhibit each of them. The various trademarks that therefore take part will each be subject to evaluation for entry purposes.

5. CONDITIONS FOR ENTRY

The Technical Committee will select the enterprises and relevant trademarks basing its decision on the following criteria:

- a) commercial correctness: the behaviour of the firms on the market must be characterized by fair and correct competitiveness at both the creative and marketing stages
- b) the product should have these features: quality, creativity, originality, style and fashion-sense
- c) distribution of the product on national and international markets.

The decision made by the Technical Committee should not be interpreted as a judgment on the manufacturer and its products, but relates only to its ability to meet the requirements for participation in the Pitti Immagine Bimbo exhibition.

6. ACCEPTANCE

Since the invitations are made by Pitti Immagine on the basis of the criteria contained in sub-paras 4 and 5 and the General Regulations for the exhibition, acceptance by a company to participate will also amount to acceptance of the methods used to decide upon the invitation and of the Technical Regulations.

The contract shall be deemed to have been finalized upon the signing of the participation form and the receipt of the same by Pitti Immagine s.r.l.; this means that the company undertakes to participate in the event to which the invitation refers, occupying the stand assigned to the same, and to accept these General Regulations, without reservation, as well as the Regulations mentioned in article 9 and any additional rules and amendments as per article 7.

The acceptance form cannot contain any reservations or conditions of any kind. The entire sum payable must be sent with the acceptance form, within the time limit specified in the letter of invitation.

Any further payment due for subsequent additions (enlargement of stand, new trademarks etc.) shall be remitted on receipt of advice from Pitti Immagine, and in any event not later than thirty days prior to the opening date of the show.

7. SUPPLEMENTARY CONDITIONS AND AMENDMENTS TO THE RULES

By signing the acceptance form, a company thereby accepts all supplementary conditions imposed by Pitti Immagine in the interest of the exhibition. Pitti Immagine, in fact, reserves the right to include, whenever necessary, further conditions or provisions, either supplementary to or by way of exception to the rules which shall be considered equally valid to these rules and shall have an equally binding effect.

8. ADDITIONAL TRADEMARKS

The sum indicated as the relevant entrance fee in the acceptance form shall be payable in respect of every additional trademark exhibited on the stand, forming part of the production of the company invited and having received the prior approval of the Technical Committee.

9. TECHNICAL REGULATIONS

Detailed rules concerning the layout of the stand and the safety regulations are contained in the Technical Regulations and in the Special Regulations for Safety and Fire Prevention that shall be provided together with stand allocation. These rules shall be considered integral part of the present General Regulations.

10. WITHDRAWAL

In the event that an exhibitor withdraws its participation, having given notice in writing, by registered post, not more than 30 days from the start of the exhibition, Pitti Immagine shall refund the entrance fee, subtracting 50% by way of reimbursement of general expenses. No refund shall be made where notice has not been given in accordance with the aforementioned provisions; in any case, Pitti Immagine shall have the right to dispose of the available area at its discretion.

11. SERVICES

The participation fees payable shall be established and sent with the invitation to the exhibiting companies. This fee will include the following services:

- a) insurance as specified in para. 16 hereof;
- b) electronic antitheft device;
- c) general security service in the pavilion;
- d) daily cleaning service;
- e) signs;
- f) admission cards for exhibitors and their staff (within fixed limits);
- g) technical assistance during the exhibition and the days for setting up and taking down the stands;
- h) inclusion in the official catalogue as referred to in para. 14 hereof;
- i) advertising cards to be distributed to customers;
- j) invitations sent to buyers by Pitti Immagine;
- k) advertising and editorial services on the exhibition in the Italian and foreign press.

12. ALLOTMENT OF STANDS

The allotment of stands shall be dealt with by Pitti Immagine, who will base its decision on the general interests of the exhibition and the preferences expressed by the exhibitors, which however shall not be in any way binding. Whenever necessary, for general technical-management reasons, the position and the surface of the stand may be changed, even after the stand has been already allotted. **Assignment of the allotted stand, either in part or in whole, is not permitted even when free of charge. Without prejudice to the above, firms participating in only one of the two annual editions lose all option rights on their respective stand which, if there is readmission, will be allotted according to availability**

13. EXHIBITION SPACE

The cost of the space does not cover stand shell decoration. The exhibition space will be given to the exhibitor with no furnishing whatsoever, only equipped with electrical power box and wastebasket. All stand-furnishing plans must be delivered to the Technical Office of Pitti Immagine, who reserves the right to examine them and make any necessary modifications to the external appearance of the stand in order to maintain a coherent and consistent image for the exhibition as a whole. Stands must be returned in the same conditions as they are received. Any damage incurred will be charged to the exhibitor.

14. OFFICIAL CATALOGUE

Pitti Immagine will see to the compilation of the official catalogue of the exhibition, without assuming any responsibility for errors or omissions, containing in alphabetical order the names and addresses of all participating firms along with their commercial sector and stand number. The information will be extracted from the "Catalogue form" filled in by the exhibitors. A number of pages in the catalogue will be reserved for paid advertising by exhibiting firms.

15. BEHAVIOUR AND METHODS OF PARTICIPATION

- a) All exhibiting firms must be represented on the stands by the sample collections of the approved trademarks, and by trained exhibiting personnel for the whole length of the show;
- b) It is severely prohibited for exhibiting firms to present sample collections of trademarks that have not been officially approved, and to present sample collections of other firms who have not been invited to the exhibition.
- c) With regard to the trademarks approved for inclusion in Pitti Immagine Bimbo, it is absolutely prohibited for the participating firms to present such sample collections or participate, either themselves or through representatives, in any other similar exhibitions held in Italy in the twenty days prior to or coinciding with the Florence exhibition.
- d) it is absolutely forbidden to publicize companies or products or brands that are not approved for participation in the exhibition;
- e) any form of advertising for individual companies is forbidden beyond the respective exhibition stands, both inside and outside the exhibition area as far as the walls of the Fortezza da Basso;
- f) no fashion parades or any other form of show are allowed inside the stands;
- g) the use of audio equipment for music, videocassettes, televisions etc. is permitted inside the stands, providing that no disturbance is caused and in accordance with the law. The debiting of royalties will be subsequently carried out by the Accounts Department on the basis of SIAE records.
- h) exhibitors will be responsible for surveillance of their assigned stands during the hours the exhibit is open; they shall also be responsible for the safekeeping of all materials in the stand during the period the exhibition is being set up and taken down

16. INSURANCE

Pitti Immagine, without assuming personal responsibility, will provide a general 24-hour surveillance service, also denying all responsibility for its own employees and collaborators, it being agreed that the exhibitor shall accept sole coverage for compensation by virtue of the insurance policy. A copy of this policy is available to the exhibitor upon request. Upon payment of the participation fee, the exhibitor is automatically insured through the policy run by Aon S.p.a. company offering the following cover for risks:

- a) "ALL RISKS" on merchandise, equipment and furnishing brought to the fair by the exhibitor; the guarantee is extended to insure transport risks from the firm's premises to the fair and during return transport after the exhibition. **Each exhibitor is insured for a sum of €26.000,00 for the first absolute risk, independently of the number of stands occupied at the show.** You can increase this insurance at your own expense by filling out "additional insurance coverage" form, that you will receive with your stand assignment, and mailing it directly to Aon S.p.a. As a precautionary measure, the presence of particularly valuable items in the stand such as jewelry, antiques, art objects and other valuables should be reported to Aon S.p.a. The insurance will be valid if all the safety and security measures appropriate to the value of the displayed items have been taken. All valuables must, in any case, be carefully guarded by the people manning the stand.
- b) Civil Liability to third parties for damage inadvertently caused to third parties by the exhibitors as a result of their participation in the exhibition, including "damage by fire" for a maximum of € 25.000.000 million. All standards and regulations, plus special measures, regarding meetings in public places are to be observed, and it is forbidden to light fires in the exhibition and to bring in explosive materials, or products that are detonating, bad-smelling or dangerous in any way and liable to cause damage and disturbance.

17. EXAMINATION OF THE SAMPLE COLLECTIONS

The exhibiting firm must allow the Technical Committee, either directly or through representatives, to examine the sample collections presented, partly to offer the Committee a basis upon which to judge whether to invite the firm to take part again in the next fair. The sample collections on display must only relate to the season that the exhibition is concerned with. **No "pronto moda" sample collections (brought out just in time for the current season) are**

allowed. It is absolutely forbidden for the exhibitor to sell goods with immediate on-the-spot delivery. Failure to observe the two above-mentioned regulations will lead to immediate closure of the stand.

18. ADMISSION TO THE EXHIBITION

Admission to the exhibition is restricted exclusively to Italian and foreign dealers from the relevant sectors, i.e. boutique owners and buyers, retail shops, big department stores, buying groups, large-scale distribution and buying offices, who may obtain the exhibition pass by either presenting the invitation issued by Pitti Immagine or by showing a professional document certifying their business activity. On the acceptance form, exhibiting firms may request advertising cards to send to their customers. **Strictly no entry is allowed for children aged under 12 years, even if accompanied by exhibitors or dealers, or for general visitors, clothing manufacturers and designers.**

19. ADMISSION TICKET "PITTICARD"

"Pitti Card" is an admission ticket valid for the entire duration of the show. The price is **€ 25,00** at Show entrance and **€ 18,00** if pre-paid. The above mentioned ticket is personal and not transferable. The instructions on all the procedures to follow will be made known with a specific communication to people concerned. If the exhibitors should make an improper use of the admission ticket, Pitti Immagine reserves the right to exclude the firm from participation in subsequent exhibitions.

20. OPENING HOURS

Opening hours will be from 9 a.m. to 6 p.m.. On the last day the registration closed at 2.00 p.m. and the fair on 5.00 p.m.; Pitti Immagine reserves the right to vary opening hours if necessary. Exhibitors will be allowed into the pavilion from 8.30 a.m. and will have to leave the premises by 6.30 p.m. **For security reasons, it is not allowed to stay longer in the pavilion.**

21. PHOTOGRAPHS AND DRAWINGS. USE OF WORDING AND GRAPHIC BRANDS

Visitors and exhibitors are not allowed to take photographs or make drawings inside the pavilion without special authorization from the Management. Pitti Immagine may take photographs of the outside of any of the stands and use copies of them, with specific forgoing of copyright by the exhibitors.

Pitti Immagine s.r.l. has the exclusive right to use the "Pitti Immagine" and "Pitti Immagine Bimbo" wording and brands, as well as the graphic brand consisting of two overlapping Ps. By accepting the invitation to the fair, exhibitors are permitted to use the wording "Pitti Immagine" and "Pitti Immagine Bimbo" exclusively for company or advertising messages carried out in the normal way - on paper or electronically - for the company's own clients, or on advertising posters to be put up on the occasion of and concomitantly with the fair, as long as the wording and brands are used solely to indicate the exhibitor's participation at the fair. It shall, however, be strictly forbidden to use the graphic brand of two overlapping Ps for such company or advertising messages.

Permission to use the Pitti Immagine s.r.l. brands for advertising campaigns or promotional events in ways other than those mentioned in the previous paragraph should be expressly requested and authorized in writing by Pitti Immagine s.r.l. Pitti Immagine s.r.l. shall reserve the right to assess such requests on a case by case basis and agree to or deny the use of the brands according to the general structure of the promotional or advertising campaign and in relation to its own company policy and any contracts which it has stipulated with third parties.

The unauthorized use of the Pitti Immagine s.r.l. brands shall constitute a serious breach of contract and may also be opposed using the measures established for the protection of brands - including those of a legal nature.

22. FAILURE TO CONFORM

If the exhibitor should fail to conform with the General Regulations or Technical Regulations, Pitti Immagine reserves the right to close down the stand or to exclude the firm from participation in subsequent exhibitions. In the event of this, the exhibitor has no rights of any kind to compensation or reimbursement.

23. DISPUTES, JURISDICTION AND APPLICABLE LAW

This contract is governed by Italian law.

It is declared herewith by Pitti Immagine, with the full acknowledgement and agreement of the exhibitor, that the Organizers decline involvement in any contestation or dispute arising between exhibitors or between exhibitors and visitors/buyers; accordingly, Pitti Immagine assumes no obligation to interfere or intervene in any such dispute. In the event of a dispute arising between the Organizers and an exhibitor admitted to the show, whether in respect of the initial application for admission, or during participation thereafter pursuant to the attached rules and declaration of compliance, any litigation shall be brought before the civil courts of the district of Florence. Moreover, the right is reserved by Pitti Immagine, and expressly recognized and accepted by the exhibitor, to require the submission of

any such dispute entirely or in part to the scrutiny of a panel of arbitrators deliberating informally though nonetheless impartially and composed of three members: two nominated respectively by each of the parties and the third by mutual agreement of the two initial nominees. In the event of any disagreement as to the selection of the third member, the nomination shall be made by the Chairman of the Florentine Chamber of Commerce. The arbitrators shall follow the procedures established by the Florence Arbitration Council. The decision of the Organizers to submit any such dispute to arbitration shall be communicated in writing to the opposing party, stating the question at issue and the name of their appointed arbitrator and inviting the opponent to nominate an arbitrator within 15 days of receiving the intimation. The Panel of Arbitrators shall sit in Florence.

In the event that the foreign party resides in a country which does not recognize the Brussels Convention (Article 17 of a Brussels Convention of September 27, 1968 ratified in Italy by law n. 804/71), that party hereby fully accepts and recognizes the exclusive applicability of Italian law to this contract as well as the exclusive jurisdiction of the Italian courts and the exclusive competence of the Court of Florence, even in waiver of any existing conventions between the countries of the contracting parties and any rules of private international law of his home country. This does not prejudice the right of Pitti Immagine to bring cases before the court of jurisdiction of the foreign party.

24. FORCE MAJEURE

In cases of «force majeure» or for reasons beyond the control of the Organizers, the date of the exhibition may be changed, or the exhibition may even be cancelled. In the latter case the Organizers may apportion expenses for commitments towards third parties and for organization as such among all the exhibitors in proportion to the surface area reserved by each and within the limit of 50% of the agreed-upon charges for said surface areas, reimbursing to the exhibitors any sums previously paid in excess of said maximum limit within 30 days from definition of the final statement of expenses relative to the cancelled event; said statement shall be drawn up within 60 days from the date for which the event had been scheduled. Charges for equipment and/or special facilities specifically ordered by exhibitors must be fully paid. The Organizers cannot be used for any damages whatsoever.

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The following replaces point 13 "EXHIBITING SPACE" of the General Regulations:

Exclusively for the pre-furnished stands, the stand will be given completed with all its elements (lighting, carpet, perimetrical pannels and furnishing).

If exhibiting companies need additional furniture or need to change the type and the number of the furniture, they have to fill in form n. 11 of the Technical Regulation.

Stands must be returned in the same conditions as they are received. Any damage incurred will be charged to the exhibitor.