

# COSMO TRENDS

## Rules & Regulations

### 1. Premises

Cosmotrends, hereinafter the “**Competition**”, is organized by BolognaFiere Cosmoprof S.p.A., with registered office in Bologna, via Maserati 16, P.iva 04717230967, hereinafter “**BFC**”. The competition is finalized to select products among those proposed by the companies which are exhibitors of Cosmoprof Worldwide Bologna that will be selected by BEAUTYSTREAMS for the official "Cosmotrends Report 2020".

The Competition is held starting from 2 (two) months before the related BFC event and lasts until the release of the report.

Participants can submit their application form for the Competition and present their products on the following online platform made available by BFC: <https://www.cosmoprofawards.com/contest/trends20/auth/register> hereinafter the “**Platform**”.

BFC appoints BEAUTYSTREAMS in charge of examine and select the Participants and their products, hereinafter “**Beautystreams**”.

### 1. Modalities and requirements for application to the Competition

1.1 In order to take part to the Competition, Participants shall fill the application form on the Platform and are entitled to present **only 1 (one) product** for whatsoever category.

1.2 Application forms can be submitted starting from the 8th January 2020 and shall be sent by 23:59 CET (Milan time) on the 7th February 2020.

1.3 Entries must be submitted in English only.

1.4 Application form should be completed in full.

1.5 BFC reserves the right, after consultation with the Participant, to amend Participants’ submitted forms as appropriate.

1.6 An entry cannot be withdrawn from the selection process.

1.7 Participants are required (as the case maybe) to provide additional product information and copies of supporting documents upon the request of BFC.

### 2. Submission of samples

2.1 Selected Participants are required to bring at **the Service Center (First Floor – Marketing Office)** at least n. 2 product samples presented in the application form and information requested by BFC on **March 11th from 9.00 a.m. to 2.00 p.m.**. Participants shall sustain any shipping / courier cost and duties related to the product sample submission. The failure to bring the products to the Service Center will imply the impossibility to show the products in the Cosmotrends’ installations.

2.2 All information submitted including product samples will not be returned to Participants.

### **3. Undertakings of Participants**

3.1 Participants shall describe in the application form the product chosen for the Competition, being careful to provide accurate and true information. Product's presentation can be accessed exclusively by BFC and by BEAUTYSTREAMS and is examined on a confidential basis.

3.2 BFC shall not be held responsible, to any extent whatsoever, for any content not developed by personnel belonging to BFC itself.

3.3 With the subscription of the present terms and conditions, Participants undertake to:

- i. not use the Platform to undertake actions of marketing, or use the profile of others for this purpose;
- ii. not upload to the Platform viruses or other codes having damaging effects, not access to the Platform through alternative or automated means without BFC's authorization, not become involved in actions that could overload the Platform or otherwise compromise or prevent its proper functioning;
- iii. not use the Platform to degrade, intimidate, or harass other Participants;
- iv. not post content that could be described as pornographic or inspiring hate, violence, or discrimination of any type (racial, religious, sexual, etc.) and/or that conveys subliminal characteristics and/or meanings of this nature on the Platform, including images with nudity or gratuitous violence;
- v. not use the Platform for illicit, misleading, or discriminatory purposes.
- vi. not upload in the Platform contents slandering BFC, BFC's personnel, other Participants and other third parties;
- vii. not use BFC's copyrights, registered trademarks, or logos – or any similar symbols which could mislead the selection process;
- viii. not to use the copyrights, registered trademarks, or logos of third parties – or any similar symbols which could cause confusion as to the legitimate owner or licensee;
- ix. not to use the Platform to post content or committing any actions, in general, which infringe upon the rights of third parties or violate the law in any other way;
- x. not to solicit Participants or information, through any means, trying to obtain access details, or actually accessing the account of other Participants;
- xi. not to posting IDs or sensitive information regarding oneself and/or third parties on the Platform.

### **4. Rights and faculties of BFC**

4.1 BFC reserves the right, at its sole discretion, to terminate the present agreement according to article 1456 of the Italian Civil Code and, therefore, to ban in any moment from the competition any Participant in case of:

- a) wrong filling of the application form for whatsoever reason (including in case of provision of false or inaccurate information);
- b) ascertained or suspected violation and/or infringement of third party rights including intellectual property rights;
- c) disparaging behaviour or corruption towards BEAUTYSTREAMS and/or BFC's personnel;
- d) any dispute and/or claim pertaining to the products and/or to the contents presented by Participants to the competition.

4.2 In case of termination by BFC according to article 5.1 here above, BFC shall be entitled to ask the Participant for compensation for damages.

4.3 Should the Participant engage in any defaulting and/or illicit activities that might cause legal action to be taken by third parties, also against BFC, the Participant in question shall indemnify and hold harmless BFC from and against all direct and indirect damages, losses, and expenses of any kind (including disbursements and legal expenses) relating to and resulting from the aforementioned defaulting and/or illicit activities of the Participant.

### **5. Terms of the Competition and publication of the Trend Report**

After the submission of application forms, Beautystreams shall select the products proposed by the Participants and BFC will publish the preliminary Trend Report on the 22nd February 2020 on [www.cosmoprof.com](http://www.cosmoprof.com). Starting from the 5th April 2020 BFC shall publish the full Trend Report on [www.cosmoprof.com](http://www.cosmoprof.com). The Participants whose products have been selected in the Trend Report will be notified by BFC by email.

## **6. Decisions of Beautystreams**

- 6.1 Beautystreams is entitled to consider each application at their own discretion based on their relevant experience and expertise.
- 6.2 Beautystreams' decisions are final and binding and no objections or correspondence will be accepted relating to any of their decisions.
- 6.3 BFC is not liable for any costs or liabilities incurred by Participants during the competition.
- 6.4 Any Participant who, in the opinion of Beautystreams or BFC, is perceived to have harassed or bribed any responsible of the selection process will have their entry disqualified.

## **7. Trademarks of BFC**

- 7.1 The entry to the Competition and the present terms and conditions shall not imply the assignment nor the license of utilization of any intellectual property right owned by BFC and, therefore, they do not constitute any assignment nor license of use of the name, the trademarks, the logo or the images of BFC.
- 7.2 BFC shall grant only to Participants mentioned in the Trend Report the non exclusive free of charge use of the CosmoTrends logo in compliance with the instructions and the guidelines that will be provided by BFC. In any case, BFC is entitled to request the immediate termination of the use of the CosmoTrends logo and the return of any material and/or document and/or object reporting the CosmoTrends logo.

## **8. License for the use of the products and of the information provided by Participants**

- 8.1 By submitting the designs, images and product samples to BFC, each Participant agrees to grant to BFC the worldwide use, non-exclusive and royalty-free, of all intellectual property rights in connection to and/or deriving from designs, contents, images and product samples and all material provided by Participants to BFC in order to take part to the Competition, including, but not limited to, the right to see, to use, publicly display and publicly perform, broadcast and republish in any/all media.
- 8.2 BFC shall use the designs, images, materials and product samples submitted by Participants and all the related intellectual property rights to the sole purpose and for the time strictly necessary to perform the Competition.
- 8.3 Participants acknowledge and accepts that their application to the Competition might be publicly revealed by BFC, therefore it is burden of Participants file a patent and/or model and/or trademark and/or any copyright application before submission and to adopt all adequate measures to protect Participants' rights. BFC shall not be deemed liable in whatsoever manner for the edit, nor for the disclosure, neither for the infringement of the Participants' intellectual property rights and, in general, of their rights.
- 8.4 Participants declare and warrant that the products presented for the competition are compliant to applicable law and regulations, for example provisions related to environment and product safety.
- 8.5 In the event of any disputes related to the products presented by the Participants to the competition, BFC reserves the right to disqualify Participants and remove them from the Trend Report. All decisions made by BFC are final and binding.
- 8.6 Participants warrant that: (a) all details provided in relation to the products are true and accurate and products presented to the competition do not infringe any third party rights; (b) Participants owns all necessary rights and licenses to take part to the competition and to perform the undertakings provided by the present terms and conditions; (c) Participants are the copyright owner of the submitted photograph and/or images as their author, (and any individual whose image is featured in the photograph has given consent for the use of his/her image); (d) the exercise of the rights granted to BFC according to the present terms and conditions will not infringe the rights of any third parties. Participants undertake to hold integrally harmless and indemnified BFC against any loss, liability, dispute, damage, cost or expense whatsoever resulting from any breach of the mentioned warranties provided by letters from a) to d).
- 8.7 Should BFC feel that the rules and restrictions contained in the present terms and conditions have been breached, at its own absolute discretion, BFC reserves the right not to publish or remove all content posted by the Participants, as well as to block the offender's access to the Platform either temporarily or permanently. However, in the event that the Participant believes that the removal of said content to be unfair and/or done in error, he/she shall have the right to contest this decision by writing to the following e mail address: [awards@cosmoprof.it](mailto:awards@cosmoprof.it)

## **9. Cosmotrend's provision of services**

- 9.1 Participants acknowledge and accept that the Platform or certain options relating thereto may be discontinued temporarily or permanently. BFC may also suspend at its own discretion the service, without being in any way obligated to notify or indemnify Participants.

9.2 The Platform is an ever-evolving project and, therefore, Participants acknowledge and accept that the Platform is subject to modification, without BFC being in any way obligated to notify or indemnify Participants.

#### **10. Sharing content and information referred to the Platform**

10.1 Through the granting of this license, BFC and Beautystreams can use any content posted on the Platform by Participants for the purposes strictly connected to the competition.

10.2 Each Participant is entitled to ask BFC the deletion from the Platform of the uploaded contents; in this event, BFC and Beautystreams could not examine, in whole or in part, the Participant's products. BFC will take care to inform the Participant, who deleted his/her contents from the Platform, whether this might determine the impossibility to carry on the Competition.

#### **11. Platform moderation**

The Platform allows Participants to publish their contents. Contents received by the Participant will be submitted to a pre-emptive check by BFC and, if compliant with the present terms and conditions, they will be published. BFC reserves the right, at its own discretion, to not to publish and/or delete contents not compliant to the present terms and conditions.

#### **12. Duration**

The present terms and conditions are valid, effective and binding upon Participants starting from their subscription until the publication of the Trend Report, with the sole exception of the rights and obligations provided by article 9 here above, whose effectiveness has unlimited duration.

#### **13. Applicable law and jurisdiction**

The present terms and conditions and the relationship between Participants and BFC shall be regulated exclusively by Italian law. Any dispute and or claim that may arise between Participants and BFC in connection to the performance and/or the interpretation of the present terms and conditions shall be exclusively subject to the Italian jurisdiction.

#### **14. Privacy Protection**

For information with respect to personal data processing please see the [Privacy Policy Statement](#) in your Reserved Area on [www.cosmoprof.com/en/exhibit/reserved-area/](http://www.cosmoprof.com/en/exhibit/reserved-area/).

#### **Cosmoprof Worldwide Bologna**

is organized by BolognaFiere Cosmoprof S.p.a. Milan, Italy

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