

General terms & conditions of participation to Cosmotrends

1. Premises

Cosmotrends, hereinafter “**Cosmotrends**”, is a competition organized by BolognaFiere Cosmoprof S.p.A., with registered office in Bologna, via Maserati 16, P.iva 04717230967, hereinafter “**BFC**”. Cosmotrends is aimed to select the most innovative products among those proposed by the companies which are exhibitor of Cosmoprof Worldwide Bologna and take part to the Cosmotrends, hereinafter the “**Participants**”.

Cosmotrends is held starting from 4 (four) months before Cosmoprof Worldwide Bologna exhibition, hereinafter the “**Exhibition**”, and lasts until the release of the report containing the selected Participants whose products are the most trendsetting and innovative, the “**Trend Report**”. Participants can submit their application form for Cosmotrends 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 the jury in charge of examine and select the Participants and their products, hereinafter “**Jury**”.

By filing the application to Cosmotrends Participants accept the present general terms and conditions of participation, hereinafter “**T&C**”,

2. Modalities and requirements for application to Cosmotrends

2.1 In order to take part to Cosmotrends, Participants shall fill in the application form on the Platform and are entitled to present only 1 (one) product. The products shall constitute new launches, meaning products placed on the relevant market in the period from January 2023 to March 2024.

2.2 Application forms can be submitted starting from November, 30th, 2023 and shall be sent within 18:00 (Italian time) of February, 19th, 2024.

2.3 Application forms must be submitted in English only.

2.4 The participation to Cosmotrends is free of charge, but BFC reserves the right to ban from Cosmotrends the Participant that has not duly paid the exhibiting fee to take part to the Exhibition.

2.5 The application form must be completed in all its parts, including only the relevant information in order to allow the Jury to evaluate its content.

2.6 BFC reserves the right not to accept applications to participate into Cosmotrends which, at its sole discretion and unquestionable judgment, are not in line with the competition format. In particular, applications for products that fall within the category of processing machines and/ or packaging machines and / or labeling machines for cosmetics and related products are not allowed.

2.7 BFC reserves the right, after consultation with the Participant, to modify the interested section of the completed application form if not appropriate.

2.8 Application cannot be withdrawn after January, 17th, 2024.

2.9 Participants may be required (on a case by case basis) to provide additional product information and copies of supporting documents upon BFC's request.

3. Undertakings of Participants

3.1 Participants are required to describe in detail the products presented to Cosmotrends in the application form, taking care to provide accurate and truthful information. Product presentations are visible exclusively by BFC and the Jury and are examined in a completely confidential manner.

3.2 BFC cannot be held liable in any way except for the contents developed by the BFC's staff itself.

3.3 By accepting these T&C, the Participants undertake to:

- i. not use the Platform to carry out marketing actions, not even using the profile of other users;
- ii. not send and / or insert viruses or other harmful codes into the Platform, not access the Platform in any other way using automated tools without the authorization of BFC, not take actions that could prevent, overload or compromise the correct functioning of the Platform;
- iii. not use the Platform to denigrate, intimidate or harass other Participants and / or the Jury;
- iv. not to send and / or upload into the Platform contents that have a pornographic nature and / or characteristics and / or significance of incitement to hatred and violence, of praising discrimination of any kind (racial, religious, sexual, etc.), nude images or graphics or containing gratuitous violence;
- v. not use the Platform for illegal, deceptive or discriminatory purposes;

- vi. not send and / or upload any content that is defamatory towards BFC, BFC staff, other Participants, the Jury or other third parties on the Platform;
- vii. not to use copyright, registered trademarks, BFC' logos or similar symbols that could mislead the Jury;
- viii. not use third party copyrights, trademarks, logos or similar symbols in a way that creates confusion as to the rightful owner or user;
- ix. not use the Platform to carry out actions that might infringe the rights of third parties or otherwise breach the applicable law;
- x. not collect Participants' content or information or personal data, by any means, nor try to obtain log in credentials nor access the account profiles of other Participants;
- xi. not send and / or upload personal and / or third party identity documents or personal or sensitive data on the Platform.

4. Rights and faculties of BFC

- 4.1 BFC reserves the right, at its sole and unchallengeable discretion, to ban with immediate effect from Cosmotrends 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 infringement of third party rights including intellectual property rights and copyrights;
 - c) disparaging behavior or corruption towards the Jury and/or BFC's personnel;
 - d) any dispute and/or claim pertaining to the products and/or to the contents presented by Participants to Cosmotrends.
- 4.2 In the event that the infringement and / or illicit behavior of a Participant should result in actions or claims by third parties also involving BFC, the Participant in question will be required to indemnify and hold BFC harmless from any and all direct or indirect damages, loss or expense (including disbursements and legal fees) connected with or deriving from the aforementioned breach or tort of the Participant.

5. Terms of Cosmotrends and publication of the Trend Report

- 5.1. Following the closure of products' applications to Cosmotrends, the Jury will make the Trend Report available to the Participants according to the following deadlines:
- before the beginning of the Exhibition, anticipations on the trends that emerged from the candidate products by the Participants;
 - within March, 20th, 2024 publication of the final Trend Report on the website www.cosmoprof.it.
- 5.2. Participants whose products are selected in the Trend Report will receive an email notification from BFC.

6. Decisions of the Jury

- 6.1 Jury is entitled to consider each application at its own discretion based on its relevant experience and expertise.
- 6.2 Jury's decisions are final and binding and no objections nor discussions will be accepted relating to any of its decisions.
- 6.3 Any Participant who, in the opinion of Jury or BFC, is perceived to have harassed or bribed any Jury's member will have its entry disqualified.

7. Trademarks of BFC

- 7.1 Participation to Cosmotrends and these T&C do not provide nor imply the assignment nor the license or sub-license of use to the Participants of the intellectual property rights and/or copyrights of BFC and, therefore, do not constitute an assignment nor a license to use any of the trademarks, logos, models or images of BFC and / or relating to the Exhibition.
- 7.2 By separate deed, BFC will grant only to the shortlisted Participants the royalty free non-exclusive use of the Cosmotrends logo, in accordance with the instructions and guidelines that will be provided by BFC. In any case, BFC reserves the right to request the shortlisted Participants to immediately stop using the Cosmotrends logo and to return any material and / or document and / or artefact bearing the Cosmotrends logo should BFC deem that an infringement as occurred to its intellectual property rights and/or copyrights or if it considers that a breach of the instructions and guidelines for the use of said logo has occurred.

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

- 8.1 By sending to BFC images and materials relating to the products presented to Cosmotrends, each Participant grants BFC and the Jury the worldwide non-exclusive and royalty free license to use and sub-license all intellectual property rights and copyrights connected to and / or deriving from the said images and materials for the time necessary to carry out Cosmotrends, including the rights of vision, use, public display, broadcasting and republication on any media.
- 8.2 BFC and the Jury will use the images, materials and samples of the products sent by the Participants for the sole purpose and for the time strictly necessary to allow Cosmotrends to be performed.
- 8.3 The Participants are aware and accept that their application to Cosmotrends could be publicly revealed by BFC, therefore it is up to the Participants to obtain all intellectual property rights and take all appropriate measures to protect the rights of the Participants themselves. Neither BFC nor the Jury can be held liable in any way for the publication, disclosure or infringement of intellectual property rights or copyrights or confidential information of the Participants. Neither BFC nor the Jury are liable for any costs or expenses, including those relating to the protection of intellectual property rights and copyrights, which the Participants may incur as a consequence of participating to Cosmotrends.
- 8.4 The Participants declare and warrant that the submitted products for Cosmotrends comply with applicable law and the regulations in force such as, by way of example, the provisions on environment and safety of consumer products.
- 8.5 In the event of a dispute of any nature relating to the submitted products of a Participant to Cosmotrends, BFC reserves the right to disqualify from Cosmotrends the interested Participant or the single interested products. All decisions made by BFC are final, binding and unquestionable.
- 8.6 Participants grant and warrant: (a) that all information provided for the participation to Cosmotrends are true and that the submitted products and materials provided for the participation to Cosmotrends do not infringe in any way the rights of third parties, including intellectual property rights and copyrights; (b) to be in possession all the necessary rights and licenses required for the participation to Cosmotrends and for the fulfillment of the obligations contained in these T&C; (c) to be the owner or licensee of the copyright on the photographs and / or images provided for the participation to Cosmotrends; (d) that the license of use granted to BFC and the Jury in relation to the images and materials relating to the products submitted to Cosmotrends does not infringe the rights of third parties. The Participants undertake to hold BFC and the Jury integrally harmless and indemnified against any loss, liability, litigation, direct or indirect damage, cost or expense arising to BFC and / or the Jury as a result of the breach of the guarantees referred to in letters a) to d) which precede.
- 8.7 If at the sole discretion of BFC the prohibitions and warranties contained in these T&C are deemed to be infringed, BFC reserves the right to disqualify from Cosmotrends the Participant or the single product concerned, to not publish the contents transmitted by the Participants or to remove all published content, as well as to disable, temporarily or permanently, the access to the Platform of the author of the said infringements.

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

Each Participant is entitled to ask BFC the deletion from the Platform of some or all the uploaded contents; in this event, BFC and Jury could not examine, in whole or in part, the Participant's products..

11. Duration

These T&C are valid, effective and binding upon the Participants from their acceptance until the publication of the Trend Report, with the sole exception of the rights and obligations provided for by art. 9, whose effectiveness has a duration connected to the development and promotion of Cosmotrends.

12. Applicable law and jurisdiction

The present T&C 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 T&C shall be subject to the exclusively jurisdiction of the Court of Bologna (Italy).

In compliance with the provisions of articles 1341 and 1342 of the Italian Civil Code, the following clauses are specifically approved: art. 2.4. right of exclusion from Cosmotrends; 2.8. application; art. 3.2. limitation of liability of BFC for the contents developed by its staff; art. 8.3. disclosure or infringement of intellectual property rights or copyrights or confidential information of the Participants; art. 9.1. suspension of the functioning of the Platform; art. 12 Applicable law and jurisdiction.