

## GENERAL TERMS AND CONDITIONS OF SALE

1. The present general terms and conditions rules the purchase by the Principal of advertising spaces on the Advertising Media (newspaper, magazines, websites, other telematic networks, radio and TV broadcasters, etc.) granted in concession to A. Manzoni & C. S.p.A. (hereinafter, "**Manzoni**") and/or the purchase of e-mail marketing services provided by Manzoni and the broadcast (publication/edition/transmission) on such spaces/channels of various forms of commercial, legal and electoral communication (display and non-display advertising, advertorials services, announcements, adverts, tenders, insertions, spot, infomercial, teleshopping, etc.), hereinafter collectively referred to as "**Advertising Messages**". No amendment to the present general terms and conditions shall be valid unless expressly agreed in writing between the parties.
2. The contract shall be deemed to be concluded at the time of diffusion of the commissioned Advertising Messages.
3. Programming or positioning of the individual Advertising Messages and the date of publication indicated in the purchase order are indicative and may change on the basis of the actual availability at the time of the insertion of the order into the informatic system for the management of the advertising spaces on the Advertising Media chosen; in any case, without prejudice to conditions and faculties of modification laid down for the individual Advertising Media used, which are available on the link [www.manzoniadvertising.com](http://www.manzoniadvertising.com) in the page dedicated to the individual Advertising Media, which the Principal has consulted and declares to know. Manzoni takes no responsibility with respect to the placement of Advertising Messages on the front of the present general terms and conditions, unless it is expressly specified in the order confirmation.
4. The Principal shall provide the contents to be broadcasted in accordance with the rules foreseen for the individual Advertising Media on the website [www.manzoniadvertising.com](http://www.manzoniadvertising.com) in the page dedicated to the individual Advertising Media, which the Principal has consulted and declares to know.
5. The Principal guarantees to Manzoni, Editorial Management and the owner of the Advertising Media (newspaper, magazines, websites, radio and TV broadcasters, etc.) the lawfulness of the advertising material (images, texts, logos, trademarks, etc.) to be broadcasted, the contents placed on the Principal's websites or third-parties' websites that may be accessed through the links inserted in the Advertising Messages, and undertakes to indemnify and hold harmless Manzoni, the Editorial Management and the owner of the Advertising Media against any consequent liability for third parties, in particular for the infringement of personality rights, literacy and intellectual property rights, industrial property, plagiarism or unfair competition or any other causes dependent on the material broadcasted; furthermore, the Principal undertakes to hold harmless against any consequent request, claim or action. This indemnity obligation extends also to Public Authorities, the Principal shall guarantee also the administrative lawfulness of the Advertising Messages and assumes all responsibility, of any kind, and indemnifies and holds harmless Manzoni, Editorial Management and the owner of the Advertising Media.
6. The Principal acknowledges that the compliance with the Self-Discipline Code of Commercial Communication shall be binding for Manzoni and agrees to the Code in all its parts and articles, undertaking to comply with the decisions of the Advertising Self-regulation Jury and to execute them. The principal has consulted and declares to know the Self-Discipline Code of Commercial Communication which is published on the Self-Regulatory Institute of Advertising website [www.iap.it](http://www.iap.it).
7. The Principal acknowledges and agrees that Manzoni has the right to refuse and suspend, also during the execution of the contract and without obligation to compensation, the Advertising Messages that, in the sole discretion of Manzoni and/or Editorial Management and/or the owner of the Advertising Media: *a)* are deemed not to be convenient or compliant with the policy and the editorial line with respect to the Advertising Media chosen, for both text and images/illustrations; *b)* although simulating in the text style or graphic presentation the editorial matter, do not allow the identification of its advertising nature; *c)* do not indicate the details of the ministerial and administrative authorizations, when required, or are not provided with the compulsory authorizations; *d)* are deemed to be in conflict with the Self-Discipline Code of Commercial Communication; *e)* may infringe third parties rights. In these cases the Principal shall pay the services already provided. Refusal or suspension of Advertising Messages, in application of these general terms and conditions or under any other agreement, may take place even though identical or similar Advertising Messages have been previously broadcasted on the Advertising Media granted in concession to Manzoni or if these Advertising Messages concern initiatives promoted or to be promoted by Manzoni and/or Editorial Management and/or the owner of the Advertising Media on their own.
8. Any claims related to the Advertising Messages shall be submitted by the Principal to Manzoni by registered letter with return receipt or certified email within the essential term of 10 (ten) days after the date of broadcasting.
9. The Principal acknowledges and agrees that Manzoni shall not be liable: *a)* for the content of the editorial articles relating to the special initiatives on the Advertising Media and for the content of the promotions and/or radio and television sales; *b)* for any defects in the Advertising Messages broadcasted (reproduced, printed, published, put on-line, etc.) because of advertising material devoid of necessary requirements for a proper reproduction or received not wholly packaged or after the terms foreseen for the individual Advertising Media under Article 4 above; *c)* for any discrepancies discovered between the advertising material handed over and that which has been published, if these discrepancies fall within the limits of normal tolerance of the system and/or Advertising Media chosen; *d)* for any mistakes relating to letters or numbers in the Advertising Messages; *e)* for any failure or delay in the broadcasting (publication, posting on-line, reproduction, etc.) of the Advertising Messages dependent on strikes, line or signal interruption, force majeure causes or other causes not attributable to Manzoni; *f)* for temporary interruption in the broadcasting of the Advertising Messages dependant on maintenance and management of the hardware/software or connectivity; *g)* for the defective function of the websites granted in concession to Manzoni due to malfunction or interruption of telephone or electrical lines, national or international networks, including (but not limited to) faults and overloads; *h)* for the use of software (*e.g.* browser) or hardware not suitable for displaying Advertising Messages; *i)* for failure of third-party servers; *j)* in case of failure of the servers of Manzoni for a duration not exceeding 24 (twenty-four) hours (consecutive or cumulative) within 30 (thirty) days following the date of the activation agreed in contract; *k)* in case of non-transmission of radio and/or television programs or modification of the viewing schedules, even if it causes a significant variation in the broadcast time of the Advertising Messages. In the event of serious mistakes, of any kind, in the broadcasting of the Advertising Messages and serious prejudice to the Principal, due to the fault of Manzoni and/or Editorial Management and/or the owner of the Advertising Media, the Principal shall be entitled only to pretend a new and proper broadcasting of the Advertising Messages, agreeing with Manzoni the new time schedule, excluding any other claims - also with compensatory nature.
10. The present contract, and the rights under this contract, shall not be transferable or assignable by the Principal.
11. The Principal may benefit from any discounts or free advertising spaces only after the proper and integral execution of the present contract.
12. Manzoni shall be expressly relieved of its obligations to execute the present contract, with the exclusion of any responsibility for claims, and therefore to broadcast the Advertising Messages on a specific Advertising Media, in case of termination or cancellation of the concession, for any reason, on such Advertising Media; or on an Advertising Media that, for any reason, cease to be published, broadcasted or put online. In these cases the Principal shall pay the services already provided.
13. The Principal has consulted and declares to know the terms and conditions of the performance of the contract specifically foreseen for the individual Advertising Media and/or for the individual Advertising Messages' type published on the website on the relevant page and/or for the e-mail marketing services.
14. The parties hereby agree that any disputes concerning the stipulation, interpretation and application of the present contract shall be of exclusive competence of the Court of Turin.
15. The Principal confirms that it has received, read and fully understood the disclosure required by the EU Regulation 679/2016 on the personal data protection and by the laws applicable from time to time. Such disclosure is available on the link [www.manzoniadvertising.com](http://www.manzoniadvertising.com).  
In the execution of the activities relating to the performance of the present agreement, a party may process personal data attributable to the other party's employees and/or collaborators, therefore each of the party undertakes to process such personal data in accordance with, and pursuant to, the EU Regulation 679/2016 on the personal data protection and pursuant to the laws applicable from time to time. The parties undertake to process personal data in accordance with principles of fairness, lawfulness, transparency and protection of confidentiality of the interested subjects and only to perform the obligations under the present agreement and law. Personal data collected in execution of the present agreement shall be processed by each of the party solely for so long is necessary for the pursuit of the afore-mentioned purposes. The data consisting in professional contacts (*i.e.* all the professional contacts and/or subjects acting in their professional qualification) shall be processed until each of the party considers it useful for any prosecution of the professional relationship. To this end, each of the party undertakes to made accessible such data only to its employees and/or collaborators which may process the data only for the pursuit of the afore-mentioned purposes. The parties expressly declare to have duly informed their employees and/or collaborators, where fitted.  
If in execution of the performance of the present contract a party need to entrust, in whole or in part, the processing activity of personal data of its ownership and/or for which has been appointed as controller by the owner, the parties undertake to subscribe a separate agreement in order to formalize the appointment as controller or sub-controller of processing for the data processing in order to ensure the proper management of the personal data processing activity pursuant to Art. 28 of EU Regulation 679/2016. In such cases, the signing of the agreement is a necessary and indispensable prerequisite to entrust the data processing activities.
16. Manzoni – in the professional relationship with the Principal – ensure that its activity fully comply with the availability, respect and courtesy values contained in the Code of Conduct of Manzoni, available on the link [www.manzoniadvertising.com](http://www.manzoniadvertising.com). In the view of a collaborative relation and of high professionalism with the Principal, Manzoni also undertakes to observe the principles of impartiality and equal opportunity towards its own customer and to provide to the latter high quality products and services, in order to meet the reasonable expectations, pursuant to the present general terms and conditions.
17. Particular conditions: in relation to the specific Onboarding Service, the Client declares to assume all responsibility in relation to the processing of personal data, fully relieving Manzoni in relation to this aspect, by way of example and not limited to, with reference to the identification of the legal basis for the activity, the correct preparation of its information acknowledging the processing relating to this service, the pseudonymization of data in MD5 key before proceeding with sharing with the technological partner who will provide the service, the appointment of the technological partner who will provide the service as data controller pursuant to art. 28 of the GDPR, etc... These additional conditions supersede any other incompatible or contrary provision.