

REGULATIONS FOR THE USE OF THE LOGO OF THE COSMOPROF AND COSMOPACK AWARDS

1. Premises

- 1.1. Cosmoprof/Cosmopack Awards, hereinafter referred to as the "Award", is a competition organized by Cosmoprof Asia Limited, with registered office in Room 812, Silvercord, Tower 1, 30 Canton Road, Tsimshatsui, Kowloon, Hong Kong, hereinafter referred to as "CAL", among the exhibitors of the "Cosmoprof Asia" and "Cosmopack Asia" tradeshow, collectively the "Exhibition", who have applied for the Award and have been admitted to it.
- 1.2. The Award is aimed at rewarding the admitted companies that distinguished themselves in the cosmetics and aesthetics sector for their products and/or for their raw materials and/or packaging.
- 1.3. These regulations, the "Regulations", contain the terms and conditions under which CAL grants only to the Award participants who have been proclaimed as winners and/or finalists in their category, hereinafter the "Participants" in the singular the "Participant", the use of the Award logo, hereinafter the "Logo".

2. Permitted use of the Award Logo and related intellectual property rights

- 2.1. CAL grants the Participant a worldwide, free of charge, non-assignable and non-sublicensable license to use the Logo and its intellectual property rights for a period of 3 (three) years starting from the announcement as winner and/or finalist.
- 2.2. The license to use the Logo, referred to in paragraph 2.1 above, is granted to the Participant exclusively for the following authorized purposes to be understood as exhaustive, collectively the "Authorized Purposes":
 - a) Reproduction in promotional materials (digital or printed) relating to the product thanks to which the Participant was proclaimed winner and/or finalist in its Award category, the "Product";
 - b) Use on the means of communication (including social media profiles) of the Participant or owned by third parties authorized by the Participant exclusively in the content relating to the Product;
 - c) Reproduction on the labels and packaging of the Product;
 - d) Use in visual or printed advertising relating to the Product;
 - e) Reproduction in the Participant's exhibition displays, billboards and banners, provided that there is a clear and explicit reference to the Product.
- 2.3. The use of the Logo by the Participant for the Authorized Purposes shall always be done in the following manners, hereinafter referred to as the "Modalities": the Participant shall faithfully reproduce the digital seal of the Logo, as provided by CAL, without making any modification or alteration of any kind.
- 2.4. The Participant is also prohibited from using, registering or filing any co-branded trademark containing the Logo or other distinctive symbol identical or confusingly similar to the Logo.
- 2.5. CAL warrants to the Participant to be the legitimate owner, or licensee, of the Logo and of the intellectual property rights pertaining to it and that the use of the Logo by the Participant for the Authorized Purposes and in accordance with the Modalities referred to in paragraph 2.3. does not infringe the rights of third parties.
- 2.6. Without prejudice to the provisions of the preceding paragraphs, nothing in these Regulations transfers, sells or assigns to the Participant the Logo or any of the intellectual property rights on the Logo. CAL therefore retains full and exclusive ownership of the Logo and related intellectual property rights.

3. CAL's control over the Participant's use of the Logo

- 3.1. To allow CAL to monitor the use that the Participant does of the Logo and the related intellectual property rights, the Participant shall use all reasonable endeavors to share with CAL the advertising releases relating to the Product.
- 3.2. Without prejudice to the above, the Participant shall use all reasonable endeavors to tag the Exhibition in social and digital content whenever the Logo appears on such content, using the tags that will be communicated by CAL.

4. Exclusion of liability of CAL

CAL shall not be deemed in any way liable for any damage caused to third parties: *i)* by the lawful use made by the Participant of the Logo and the related intellectual property rights; and *ii)* by the use made by the Participant of the Logo and the related intellectual property rights in breach of the Authorized Purposes and the Modalities, referred to in paragraph 2.3.

5. Termination of the License to Use and Termination of Use of the Logo

- 5.1. The license to use the Logo referred to in these Regulations shall automatically cease in the event that the Product is in any way updated and/or improved and/or altered and/or incorporated into other and different complementary products.
- 5.2. CAL is entitled to terminate this license by written notice to the Participant, and therefore require the Participant to immediately cease the use of the Logo, in the event of the Participant's breach of articles 2 and/or 6 and/or 7 of these Regulations.
- 5.3. CAL is entitled to terminate this license, by written notice to the Participant, and therefore require the Participant to immediately cease the use of the Logo, in the event that CAL believes that there has been an infringement of its intellectual property rights relating to or connected to the Logo.
- 5.4. The Participant shall keep fully harmless and indemnified CAL from any direct or indirect damage, loss, claim, action or liability that CAL may suffer as a result of or in connection with the Participant's breach of articles 2 and/or 6 and/or 7 of these Regulations and/or the infringement of intellectual property rights relating to or connected to the Logo.
- 5.5. Upon termination, for whatsoever reason, of the license to use the Logo referred to in these Regulations, the Participant shall immediately cease any use of the Logo and promptly remove the Logo and any reference to it from all its materials, means of communication, products, fittings and any other and different vehicles.

6. Marketing Restrictions

- 6.1. The Participant is in no way authorized to suggest or induce to think that its products or services are in partnership with or sponsored by or created in collaboration with CAL.
- 6.2. The Participant shall not engage in any deceptive, illicit or immoral conduct that may be detrimental to the image and reputation of CAL and/or the Exhibition and/or the Award.

7. No assignment

It is expressly forbidden for the Participant to assign to any third parties the license to use the Logo, as well as the rights and obligations of the Participant deriving from these Regulations, unless expressly authorized in writing by CAL.

8. Code of Conduct

- 8.1. The Participant declares to be aware of the contents of the Business Partner Code of Conduct (the "Code of Conduct") which CAL requires all Participants to comply with, which is located on the website <https://www.informa.com/about-us/group-policies/> and (iii) to accept the content of the Code of Conduct, as an integral and substantial part of the Contract.
- 8.2. The Participant undertakes to ensure that its staff undertakes, in the use of the Logo as permitted by these Regulations, to conduct itself in compliance with the provisions of the Code of Conduct,

refraining from committing unlawful conduct or otherwise incompatible with the Code of Conduct.

8.3. The infringement by the Participant, or its staff, of the Code of Conduct, shall entitle CAL to terminate with immediate effect the license to use the Logo as provided for in these Regulations, without prejudice to CAL's right to compensation for any damages suffered.

9. Applicable Law and Jurisdiction

9.1. These Regulations and the relationship between each Participant and CAL are governed and regulated exclusively by, and shall be construed in all respects in accordance with, the laws of Hong Kong SAR.

9.2. Any controversy or dispute that may arise between a Participant and CAL in connection with the performance, execution or interpretation of these Regulations will be referred to the exclusive competence and jurisdiction of the Hong Kong SAR courts.

9.3. For anything not provided for or regulated by these Regulations, the Terms and Conditions of participation in the Award shall apply, which are hereby fully referred to and are part of the Regulations.