

CONTRACT FOR THE ASSIGNMENT OF IMAGE RIGHTS

BETWEEN

THE INDEPENDENT TOURISM COMPANY S.R.L.S., with registered office in Treviso, viale Trento e Trieste n. 10A (T.C. and VAT: 04819380264), in the person of its legal representative *pro tempore* Mr. Francesco Redi – hereinafter also referred to as “*The Organizer*”

AND

Mr/Mrs _____, born in _____ (___) on _____ and residing at _____ (___), street _____ n. _____, (T.C.: _____) – hereinafter also referred to as “*The Participant*” hereinafter also jointly referred to as “*The Parties*”

GIVEN THAT

- The Independent Tourism Company S.r.l.s. has promoted and organized the event called Tiramisù World Cup 2021 (hereinafter: “*The Event*”), within which a competition takes place for the preparation of the dessert Tiramisù, according to the recipe inspired by the Italian Academy of Cuisine (hereinafter: “*The Competition*”);
- the Competitor, as a result of the Selections concluded on 9 October 2021 and the Semi-finals concluded on the morning of 10 October 2021, was admitted to the Final of the Competition;
- in view of the notoriety that the Participant will acquire by virtue of his/her access to the Final of the Competition, the Organizer intends to promote the “Tiramisù World Cup” brand also by combining and linking it with the name and image of the Participant;
- the Competitor acknowledges that the notoriety gained through the access to the Final of the Competition is due solely to the promotional activity of the Organizer in the period leading up to the Competition.

ALL OF THE ABOVE BEING AN INTEGRAL AND SUBSTANTIVE PART OF THE FOLLOWING AGREEMENT, THE PARTIES, AS IDENTIFIED ABOVE, AGREE AND STIPULATE WHAT FOLLOWS

1. Subject of the contract – The Participant grants exclusively to the Organizer, who accepts, the right to use his/her image for the promotion of the “Tiramisù World Cup” brand, in the manner and through the means of dissemination that the Organizer considers most appropriate, without exception, within the limits of respect for the personal dignity and decorum of the Participant.

For the purposes of this contract, image will mean the name – including nickname, initials and signature –, voice and physical image of the Participant, including any reproduction thereof, by any means and on any medium.

The assignment of the right to use the Participant’s image is entirely free of charge, without the Participant being due any compensation or indemnity.

2. Rights of the Organizer – The Organizer will have the right to photograph, film and reproduce with all audiovisual systems the image of the Participant and to disseminate it on films, newspapers, posters, gadgets, websites, social networks and on any other material support and any other means of communication, none excluded and excepted.

3. Obligations of the Participant – The Participant undertakes to participate, subject to prior notice from the Organizer, in a photo shoot lasting one working day, in which his/her image will be combined with the products of the partner companies of the Competition.

The Participant undertakes and guarantees that on every occasion in which he/she appears or in any way intervenes in the media such as newspapers, television, radio, internet – including *social networks* – in the context of articles, posts, broadcasts, interviews, press conferences, competitions or other, as a result of his/her participation in the Final of the Competition, he/she must display the logo of the Event and in any case make explicit reference, where requested and in any case in which it is useful and appropriate, to the Competition and the Event.

The same obligation is incumbent on the Participant in the case of participation in events and other public occasions to which he/she is called by virtue of his/her participation in the Competition’s Final.

If, for the appearances, interventions and participations referred to in the two preceding paragraphs, the Participant receives an indemnity or in any case a cash payment, he/she must pay a percentage, in the amount of 20%, to the Organizer.

In any case, the Participant is obliged to promptly inform the Organizer in relation to any invitation, call or convocation to the occasions and events referred to in this article, and to agree with the Organizer on any forms of promotion to be implemented following such invitations, calls and convocations and as a result of the same.

4. Promotional events – The Participant, at the simple request of the Organizer, makes himself/herself available to attend at least five promotional events organized by the Organizer, or by third parties on its behalf, during the term of the contract, such as, by way of example but not limited to: fairs, conventions, meetings, presentations, press conferences, television broadcasts, live coverage on social networks. Alternatively, the Participant makes himself/herself available to conduct an equivalent number of online cooking lessons called Tiramisù Experience lasting approximately 1 hour (one).

The Organizer’s request must be received by the Participant with at least 10 (ten) days’ notice and will in any case be considered accepted if the Participant does not send his/her refusal within 3 (three) days of the aforementioned communication. It is understood that a refusal will release the Participant from the obligation to attend only in cases where the request is incompatible with the Participant’s previous work or personal commitments, and in any case excessively burdensome or in any case contrary to good

contractual faith.

If safety conditions are met, the Participant also undertakes to participate in all the events that will be promoted by the Organizer during the World Week of Italian Cuisine for n. 4 (four) consecutive days in the period from 19 November to 5 December 2021 in a destination within the European Union that will be communicated well in advance.

Any travel, board and lodging expenses incurred by the Participant, within the limits reasonably necessary to fulfil the obligations set out in this article, including all those for travel to the World Week of Italian Cuisine, will be borne exclusively by the Organizer, who is obliged to reimburse them upon presentation of the relative receipts.

5. Compensation – As a lump-sum reimbursement for expenses other than those referred to in the previous article, for expenses or loss of earnings, also due to absence from work, use of holidays or leave, for participation in the shooting and the other events referred to in the previous articles, the Organizer will recognize to the sole Participant who wins the title of Tiramisù World Champion, by reason of the greater commitment required of the latter, an all-inclusive sum of € 2.000,00, with the exclusion of any further right to compensation, indemnity or damages for the aforementioned Participant.

6. Declarations – The Participant, in every public occasion in which it should be considered useful and reasonable, must declare having participated in the Final of the Competition, declaiming the merits in terms of concept and organization. During the duration of the present contract and after its termination, the Participant shall refrain from making any statement likely to damage or otherwise negatively affect the image of the Competition and the Event.

7. Penalty cause – For each individual breach of the obligations assumed with the present contract, the Participant shall pay the Organizer, as a penalty cause, the sum of € 1.000,00, without prejudice in any case to compensation for greater damages.

8. Duration – This agreement runs for 3 (three) years from the date of its signature. It will therefore cease to have effect on 1 November 2024, unless it is expressly extended in writing by the Parties prior to that date.

9. Confidentiality – The Parties undertake to keep the contents of this contract strictly confidential and not to disseminate any information, data or news about the activities connected with its execution without the express written authorization of the other Party.

10. Jurisdiction – Any dispute that may arise between the Parties in connection with this contract will fall under the exclusive jurisdiction of the Court of Treviso.

11. Privacy – The Participant declares that he/she has received the privacy policy statement pursuant to Article 13 of EU Regulation n. 2016/679 (GDPR).

11. Final clause – Any amendment and/or integration to this contract shall be considered null and void unless agreed in writing between the Parties. The nullity, ineffectiveness, or partial annulment of this contract, relating to one or more clauses, shall not lead to the loss of validity of the remaining part of the contract, nor to its dissolution.

Failure on the part of the Organizer or the Participant to demand strict compliance with the individual conditions, obligations and/or terms set out in this contract shall not be interpreted as a definitive waiver of the rights arising from it. The Parties mutually acknowledge that the signing of this contract shall not lead to the establishment of an employment relationship, a company or a joint venture. For anything not expressly provided for this contract, the relations between the Parties shall be governed by the rules of the Italian Civil Code and by the special Italian laws, as applicable.

Treviso,
The Organizer

The Participant

Pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code, the Participant declares that he/she has read and specifically approved the following articles: 1 (subject of the contract); 2 (rights of the Organizer); 3 (obligations of the Participant); 4 (promotional events); 5 (compensation); 6 (jurisdiction).

Treviso,
The Participant