

RULES
“GELATO FESTIVAL WORLD RANKING 2019”

WHEREAS

- G.S. S.R.L. (Tax code and VAT number 05523560489), in the person of its legal representative Mr Gabriele Poli, with registered office in Florence, Viale G. Milton 49 and Gelato Experience LLC, in the person of its legal representative Mr. Daniele Palazzoni, with registered office 2375 East Camelback Road Suite 600, Phoenix, Arizona 85016 are jointly the Gelato Festival Organiser, hereinafter "Organiser";
- The Organiser is the creator of the "Gelato Festival" programme and the exclusive owner of the serial marks including the distinctive and characterising "Gelato Festival" and "Gelato Festival World Masters" elements and all rights related to their use and commercial exploitation;
- "Gelato Festival" has established itself on the international scene as an event that brings together the leading companies in the field of gelato and the best gelato artisans from all over the world, with the aim of promoting the excellence of quality gelato;
- The objective of "Gelato Festival" is to promote and make aware the general public and the media regarding the world of gelato, through the dissemination and promotion of the art of quality gelato;
- The Organiser carries out a world competition called "Gelato Festival World Masters" whose first edition will end in the year 2021. The goal of "Gelato Festival World Masters" is to select the 36 best gelato artisans from all over the world and to elect the best one;
- starting from the tenth anniversary of "Gelato Festival", the Organiser announced the "Gelato Festival World Ranking";
- Gelato Festival World Ranking is a permanent world ranking, updated every year, which defines the standings of the best artisanal gelato artisans worldwide;
- the award of the "Gelato Festival World Ranking" consists of a crown of gelato that the Organiser will give to those who achieve a particularly high score in the ranking, according to the criteria specified below.

NOW, THEREFORE

1. ENTRY REQUIREMENTS

Considering the high level of visibility, the promotional value and the consequent commercial opportunities that "Gelato Festival World Ranking" offers to the participating gelato makers, the admission criteria are the same as those of the official "Gelato Festival" Rules, to which these rules refer;

2. METHOD OF ADMISSION

Each gelato artisan who meets the requirements of article 1 will be automatically included by the Organiser in the "Gelato Festival World Ranking" following participation in one or more

"Gelato Festival" events or affiliated events, and will become part of the ranking with the signing of these rules;

3. RANKING

The overall score of each gelato artisan listed in the "Gelato Festival World Ranking" depends on two factors: participation in Gelato Festival events and affiliated events that result in the acquisition of points, and the relative placement achieved.

The ranking will be published and disseminated once a year, indicatively in the first two months of each calendar year.

3.1. Criteria and scores

The points system is based on a victory of a stage of the Gelato Festival, which is worth 36 points. Participation and placement in each event are worth fractions or multiples of this index.

- Attendance: 2
- High ranking: 4 (placement in the upper half of the stage ranking, rounded up) *
- Gela-to-go: 6
- Kids jury: 6
- Technical jury: 12
- Popular jury: 12
- 3rd place: 18
- 2nd place: 24
- 1st place: 36

The other events assign points based on the following coefficients:

- Gelato Festival Challenge multiplies the Gelato Festival stage scores by 0.25: from 2018 only for victory, from 2019 inclusive valid for all categories therein
- Gelato Festival Approved Event multiplies the Gelato Festival stage scores by 0.25: from 2018 only for victory, from 2019 inclusive valid for all categories therein
- Carpigiani Day: multiplies the Gelato Festival stage score by 1.50
- Finals: multiplies the Gelato Festival stage scores by 2
- Special events: multiply the Gelato Festival stage scores by 3
- Gelato Festival World Masters Final: multiplies the Gelato Festival stage scores by 4

* High ranking: for events with more than 16 participating gelato artisans, the high ranking score will only be attributed to 20% of the participants. To calculate the number corresponding to 20% we also take into account the first, second, third place winner and those honoured by the popular and technical juries, which, however, will not be awarded the high ranking score.

The Organiser reserves the right to change the methods and criteria specified at its own discretion and at any time, by simply informing the gelato artisans.

Valid scores for inclusion in the Gelato Festival World Ranking include:

- Placement (including first, second, third place and popular and technical jury honours) in at least one stage of the Gelato Festival and the Gelato World Tour from 2011 onwards
- Victors of the Challenges in 2018
- Participation and placement in Gelato Festival (Europe, USA, Japan) from 2018 onwards, including state and/or continental finals
- Participation in a Gelato Festival affiliated event of (including Challenge and Approved Event) will be valid for accumulating scores from 2019 inclusive forward

Scores that will not be considered for inclusion in the Gelato Festival World Ranking include:

- Participation in a Gelato Festival affiliated event (including Challenge or Approved Event) before 2019
- Participation in a stage of Gelato Festival or Gelato World Tour before 2018
- Placement on the podium in editions where the second and third places did not receive awards.

3.2 Cumulation of scores

The points relative to the placements earned by gelato artisans (e.g. technical jury + popular jury) are summed, but not those deriving from participation (e.g. participation + high ranking).

The points of the Kids Jury and Gela-to-go are added to the positions earned since their value does not affect the final ranking of stage winners.

The scores of the podium and juries (technical and popular) are not added to those obtained for participation or high ranking because they are already included in the final placement.

The results of the podium are not added to those of the individual juries (technical and popular) because the winners of the jury scores is determined by being the first in the standings among those who are not already on the podium. In other words, the winners of the popular and technical juries is the gelato artisan with the highest standing among those who are not already on the podium.

3.3 Loss of points

The participation of gelato artisans in Gelato Festival competitions being recognised as an added value, a penalty is introduced for non-participation in the years following inclusion in the ranking. Specifically, each gelato artisan included in the ranking will lose two points at the end of each two-year period in which he/she does not appear to have participated in "Gelato Festival" or affiliated events.

3.4 "Crown" awards

Besides determining one's position in the world ranking, the score earned by the gelato artisan can also qualify him/her to receive from one to a maximum of five "crowns":

- 1 crown: 72 to 108 points
- 2 crowns: 109 to 180 points
- 3 crowns: 181 to 252 points
- 4 crowns: 253 to 360 points
- 5 crowns: over 361 points

The crown is a logo owned by the Organiser and symbolises the success achieved in the Ranking. The logo is represented by two branches of laurel converging at the base with stylised leaves to form gelato cones and recalls the triumphal crown used in classical mythology to symbolise wisdom and glory.

4. PROMOTION, VISIBILITY, IMAGE RIGHTS AND ECONOMIC USE

4.1 All gelato artisans in the "Gelato Festival World Ranking" will have the opportunity to increase their visibility and awareness of the public through:

- Their inclusion with photo and description in the communication materials such as official web site, press pack, press articles, social media.
- Dissemination of your name and business to the mass media;

4.2 The information provided by gelato artisans regarding biographies, photographs, list of the ingredients and allergens are collected by the Organiser who will be free to publish and economically exploit them before, during and after the publication of the annual standings. In light of the benefits in terms of publicity and notoriety stemming from their participation in the "Gelato Festival World Ranking", the gelato artisans irrevocably and exclusively cede to the Organiser or its assignees the right to record or have recorded in any manner whatsoever their during the public moments they are invited to or in which they were involved by the Organizer, including image, voice, name, statements as well as any written and/or artistic contributions, amateur or not, and all the associated economic rights (under art. 12, 13, 14, 15, 16, 17, 18, 18-bis of Italian Law no. 633/1941, as amended and supplemented). Each participant represents and warrants to be the exclusive owner of every right, title and interest (including family members or assistants involved) of (i) his/her image, signature, voice and portrayal, life story and biographical information, (ii) copyright, image and communication relating to his/her name, nickname or pseudonym, image, portrayal, voice, signature, photograph and other elements or attributes of his/her person, identity or personality (jointly, the "Property".) Each participant hereby grants the Organiser the right to use (and authorise others to use) the Property in conjunction with and under the same conditions as the Licence referred to in the following art. 5.

By way of example, in the following media: social media, television, radio, newspapers, magazines, cinema, internet, fixed and mobile telephony etc. Let it be expressly clear that the

Organiser or its assignees is under no obligation to effectively use the foregoing, and their total or partial lack of use will not give rise to any right or claim of the Gelato artisan.

4.3 By participating in the "Gelato Festival World Ranking", the gelato artisans will gain notoriety, fame and commercial opportunities. Consequently, the Organiser and its assignees reserve the right to request, free of charge, participation and performance of work for events and advertising campaigns of its own and/or for its sponsors and partners, as decided at the sole discretion of the Organiser itself. By way of example, including but not limited to: cooking shows, TV shows, courses, meetings, participation in trade fairs, workshops, press campaigns. This provision is valid for the entire period that the gelato artisan is included in the ranking. The Organiser will be responsible for any expenses for transportation, accommodation and meals related to the participation of the gelato artisan in such events and/or initiatives;

4.4 Where, for gelato artisans with one or more crowns, there are companies, organisations or governments interested in hiring him for promotional activities, events, advertising campaigns, and any other kind of activity related to his professional activity in the gelato and pastry sector, the Organiser or its assignees reserves the exclusive right to assess, manage and define any commercial agreements with these entities and from time to time the consideration will be negotiated with the gelato artisan to be paid in the event of successful commercial negotiations. This provision is valid for the entire period that the "crowned" gelato artisan is included in the ranking.

5. PROPERTY RIGHTS RELATED TO GELATO FESTIVAL WORLD RANKING

The gelato artisan has the right to use and exploit the inclusion of his/her name and image with his/her position in the ranking and/or the achievement of the title of "Gelato Festival Crowned Gelato Artisan (year of assignment)" to promote himself/herself and his/her business exclusively through the Organiser and through the purchase of comprehensive packages of products and services made available by the Organiser, using the titles, press releases, content, prizes, all promotional information, including official merchandise produced exclusively by the Organiser. The Organiser remains the owner of all property rights and the gelato artisan is prohibited from exploiting or reproducing the trademark and/or variations of the symbols of "Gelato Festival World Ranking", no licence or right of use having been granted without the written consent of the Organiser. The gelato artisan cannot advertise other commercial businesses different from his/her own.

6. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

The gelato artisan agrees to keep confidential and private information concerning the other party or the services provided. The gelato artisan assumes, for himself/herself and for his/her assistants and collaborators involved, a specific legally binding obligation not to use in any way and under any form, without prejudice to the provisions expressly authorised in this regulation, not even through a third party, the news, brands and know-how related to "Gelato Festival" and to not register or use the distinctive signs of Gelato Festival™, Gelato Festival Europa™, Gelato Festival America™, Gelato Festival Japan™, Gelato Festival World Masters™, Gelato Festival World Ranking™, Gelato Festival Challenge™, Gelato Festival

Approved Event™ or similar to identify events, activities or projects similar or identical to the object of this contract. The gelato artisan also recognises the validity of the Organiser's industrial and intellectual property rights and agrees not to challenge them in court.

7. CANCELLATION, CHANGE AND ANNULMENT OF THE WORLD RANKING

The Organiser reserves the right to annul the ranking or to change, replace or cancel it via simple communication to the gelato artisan, without this implying any obligation towards the gelato artisan for any reason.

8. LOSS OF RIGHTS

The competitor who conducts himself/herself contrary to the law and/or to these rules, with particular reference to the provisions of articles 1, 4 and 5, will lose all rights concerning the "Gelato Festival World Ranking". In case of violation by the gelato artisan of the law and/or these rules, the Organiser will dispute the violation by email giving the gelato artisan a term of 5 days to provide any explanations for the conduct in question. In the event of non-response or unjustified violation, the Organiser reserves the right to:

- Suspend or revoke the rights referred to in article 5 with regard to the licence granted to the winning gelato artisan for the use of the mark and the relative title.
- Suspend for a period or revoke forever the rights granted to the gelato artisan following inclusion in the ranking.

Maintaining the same conditions as those stated in these Rules like: the natural person (the gelato artisan), the legal person represented (company) and any franchise affiliation must absolutely be maintained both at the time of admission and at all subsequent stages of "Gelato Festival World Ranking" in order to maintain the rights envisaged. Consequently, in the event that one or more of these conditions should be eliminated or changed, at its sole discretion the Organiser reserves the right to suspend, amend and/or revoke these rights.

9. EARLY TERMINATION

Each of the parties can terminate the relationship by communicating such intention terminate early via registered letter with return receipt no later than 30 June of each calendar year. The early termination will be effective and will be evident from the publication of the ranking for the year following the communication of early termination.

10. DISPUTES

Any dispute regarding the interpretation, execution and termination of these rules will be subject to the exclusive jurisdiction of the Court of Florence.

Place _____ Date _____

First name _____

Last name _____

Company represented _____

Any franchise affiliation _____
(specify the name of the Franchisor)

Signature for full acceptance

Pursuant to and for the purposes of art. 1341-1342 of the Italian Civil Code, the following articles are expressly approved: 4.4) promotion, visibility, image rights and economic use, 7) cancellation, change and annulment of the World Ranking, 8) loss of rights and cases governed therein, 9) early termination, 10) disputes.

Signature for full acceptance
