

Competition falling within the exclusions from the discipline of prize competitions under Article 6(c)(1)(a) of Italian Presidential Decree 430/2001 (reference Ministry of Economic Development note no. 205930 of 20/11/2014)

Competition rules

A Legendary Photo

ORGANISER

GRUPPO CIMBALI S.p.A. - with registered office at Via Manzoni 17 - 20082 - Binasco (MI)

DURATION

From 20/07/21 to 10/09/21

RECIPIENTS

This competition is reserved for citizens aged 18 or over, resident or domiciled in Italy and who have an active and public Instagram profile.

PUBLICITY

The competition will be publicised through an Internet advertising campaign, plus any other means deemed appropriate by the Organiser. Other forms of communication will be possible, provided that they comply with these terms and conditions.

The terms and conditions are available to the participant, for proper information, on the dedicated mini-site www.e61likeastar.com.

PURPOSE OF THE COMPETITION:

To select entries that will populate Cimbali's Instagram page and dedicated mini-site and which will be used to hold a small exhibition at Host or at the Flagship Store in Milan.

TERMS OF PARTICIPATION

In order to take part in this competition, users must, during the validity period:

- Take a photo of the historic E61 coffee machine
- Post the photo with their public Instagram profile using the dedicated hashtag **#E61LIKEASTAR** and tagging the page **@faema_official**

The shot created must respect the concept of the Cimbali promotional campaign, which focuses on the legendary nature of the coffee machine.

Please note:

- Participation must take place exclusively within the period from 20/07/2021 to 10/09/2021.
- Participation will only be considered valid if the user has the privacy of their Instagram profile set to public.

The entries received will be evaluated and selected by the Organiser in order to verify that they are in line with the competition. The Organiser therefore reserves the right not to admit to the competition any entries that do not meet the requirements, as detailed below.

By 30/09/2021, at the Organiser's sole discretion, the ten best entries received will be selected from among all those positively moderated.

The selection will be based on the following criteria:

- **Originality** of the entry
- Relevance to the campaign theme
- Quality of the entry

The final number of selected entries will be at the sole discretion of the Organiser, who will assess the suitability of the entries received with reference to the selection criteria set out above.

Only one entry per user will be chosen.

The outcome of the selection will be final and indisputable.

The authors of the selected entries will be contacted by Faema's Instagram account (**faema_official**) via private message and will be asked for a valid e-mail address for subsequent communications. The user will then receive, by e-mail, a disclaimer to fill in, sign and return to the Organiser, again by e-mail, together with a legible scan of their valid identity document.

If the entry depicts a third person, the entrant must provide a completed disclaimer signed by each of the persons in the shot (unless post-production makes their faces unrecognisable, for example by blurring them).

In the event that the entry depicts minors, the entrant declares that they are their parent and/or guardian and at the same time authorises their publication as described in these regulations.

The selected entries, for which a signed release will have been obtained in the manner and within the timeframe indicated, will be published online on the Organiser's main channels.

The selected entries will also be printed by the Organiser and displayed in a small exhibition at Host or at the Flagship Store in Milan.

The authors of the selected content, after having sent the completed disclaimer, will be specifically informed by e-mail of the validation of the selection.

DISCLAIMER AND ASSIGNMENT OF RIGHTS TO POSTED ENTRIES

Any and all entries that do not meet the requirements of the regulations, that are contrary to common decency, vulgar and offensive or potentially violate copyright or other third-party rights, or that are considered "dubious" at the sole discretion of the organising company, will not be accepted.

Each user, by participating in this competition, therefore assumes full responsibility for the entry submitted and declares that they have carefully read these terms and conditions and the specific requirements and responsibilities regarding the entries submitted.

Entries will not be admitted to the competition, or may be eliminated where they:

- Are manifestly contrary to the law
- Are in bad taste or contain content that is vulgar, obscene or offensive to current morality or

which in any way offends the sensibilities of others

- Have racist content or incite hatred or violence or contain false, inaccurate, misleading or fraudulent information
- Require or imply remuneration
- Infringe the rights of third parties in any way, including copyright
- Constitute a form of direct or indirect advertising of any commercial or profit-making activity or material relating to a theme other than the one proposed

The user also states that they are the full owner of the copyright and warrants that the property rights and copyrights are not encumbered by any act that restricts their effectiveness, such as, for example, transfers, licences or the like and that, if the material is commissioned for private and domestic use, it is presented with the approval of the person who commissioned the work.

They are also aware that false declarations constitute an offence punishable by law.

All participating users transfer, free of charge, to the organising company the rights to use, bar none, relating to the entries sent, in any location and through any technical means, for the whole world and for the maximum period set out in current copyright legislation, in accordance with and to the effects of the transfer of rights set out in these regulations.

The rights are granted by the users in return for the publication of the entries without anything else being due from the organising company.

In this regard, participating users give the organising company the widest possible warranty and indemnity for the aforementioned rights, with respect to any claims made by third parties.

AWARDS TO SELECTED PARTICIPANTS

The authors of the selected entries will receive, as compensation for the transfer of rights on the entry, a Faema cycling kit containing socks, a jersey and a cap.

CLARIFICATIONS

The Organiser reserves the right to amend, even partially and at any time, the terms and conditions of participation in the competition, giving adequate notice, without introducing any detrimental changes and always safeguarding the rights already acquired by the participants.

The Organiser accepts no liability for entries and/or messages lost or received damaged during online transmission, received after the deadline or with incorrect data. The Organiser accepts no responsibility for any access problem, impediment, malfunction or difficulty relating to technical equipment, computer, telephone line, cables, electronics, software and hardware, transmission and connection, or Internet connection that may prevent a user from participating in the competition.

The Organiser reserves the right to verify the real identity of participants by requesting a copy of their identity document and to exclude from the competition those participants who do not comply with this request within the deadline indicated.

Participation in the prize competition implies implicit acceptance by the participant of these terms and conditions of transparency in their entirety and without reservation.

The name and/or nickname and city of each selected user may be posted on the Organiser's online channels.

PRIVACY

The full information can be found at: <https://www.faema.com/gdpr-policy>

GROUNDINGS FOR EXCLUSION FROM ITALIAN PRESIDENTIAL DECREE 430/2001 under Art. 6

- Participation in the competition is completely free of charge. No purchase of the Organiser's products/services is required.
- Participation requires the participant to make an artistic contribution and to transfer it to the Organiser in the manner described above.
- The participant's artistic contribution is given to the Organiser, who will use it for promotional purposes.
- The entries are chosen by a quality jury.

PLACE OF JURISDICTION

Any dispute arising in connection with these regulations will be submitted to the exclusive jurisdiction of the Court of Milan.

Milan, 9 July 2021