

TERMS AND CONDITIONS RELATING TO THE USE OF IMAGES (RELEASE)

Lucca Crea S.r.l., registered office in Lucca (LU), Corso Garibaldi 53, VAT number: 01966320465 ("Lucca Crea"), within the scope of the events organized by it ("Events"), conducts photography and video/audio recordings ("Content") for the purpose of producing promotional materials related to the Events and the activities carried out by Lucca Crea, as well as audiovisual and general informational products, including through third parties or by assigning rights to them.

In the course of creating the Content, Lucca Crea may capture wide-angle footage and photographs of areas connected to the Events, including public areas or places accessible to the public. Additionally, Lucca Crea may record footage featuring specific individuals (for example, via portraits or interviews), for which, where possible and necessary, it requests a specific authorization under the terms set here.

The individual that grants the authorization is identified through a specific declaration form that references this document ("Recorded Subject"). In the case of minors, the persons exercising parental responsibility shall sign the declaration and accept the terms herein on behalf of the minor/minors.

The location and time of the recording/interview are specified in the declaration. Such location and time serve to contextualize the recording and the declaration, identifying the Event to which they relate.

The Recorded Subject hereby declares as follows:

- That they have expressly authorized Lucca Crea to record the footage and to use such footage within and for exploitation in cinematographic and/or television and/or interactive and non-interactive multimedia and/or audiovisual productions in general of the Content and/or within and/or as part of any work and/or content inspired by and/or derived in whole or in part from the Content (the "Derivative Works");
- That they have authorized Lucca Crea to record, by television, cinematographic, photographic or other means, their image and/or voice and/or performance and generally their participation during the Event (including all phases of the making of the Content, such as preparation and backstage recordings);
- to be aware of and to accept that Lucca Crea shall have the unrestricted right to freely use and exploit, in whole or in part, the footage containing their image and/or likeness and/or voice and/or performance, including backstage footage, within the Content and related promotional and advertising materials and/or within and/or in connection with Derived Projects, by any means and through any distribution channel, having full authority to edit, adapt, shorten, dub, subtitle, synchronize, translate into any language and/or modify said footage, as well as to combine it with or into other works and/or data and/or materials and/or artistic performances and/or works;
- to be aware of and to accept that Lucca Crea may utilize and exploit, in whole or in part, the footage containing their image and/or likeness and/or voice and/or performance, including backstage footage, within the Content and related promotional and advertising materials and/or within Derived Projects, and may use and exploit the Content and related promotional and advertising materials and/or Derived Projects in any venue, manner, and form conceivable and practicable, now and/or in the future, in any language and format, including but not limited to: (i) theatrical or other forms of communication to a present audience (e.g., theatrical release, non-theatrical screenings, public video presentations, etc.); (ii) television or any form of remote communication/distribution, including any form of making available at a place and time chosen by the user, such as free TV, pay TV, pay-per-view, video on demand, near video on demand, interactive TV, thematic channels, etc., by any technical means and/or transmission technology (e.g., terrestrial, cable, satellite of any kind, analog and/or digital, IPTV, web TV, etc.), including any form of

retransmission via cable, satellite, or otherwise; (iii) home and commercial video exploitation on any media (e.g., videocassettes, video discs, laser discs, DVDs, etc.) and through any distribution channel (e.g., rental, sell-through, newsstands, etc.); (iv) electronic multimedia exploitation, interactive or not, both online (e.g., internet, UMTS, etc.) and offline (e.g., CD-I, CD-ROM, PlayStation, etc.) through any distribution channel, including the rights of recording and processing via any access mode/device, including Metaverse platforms and NFTs (Non-Fungible Tokens); (v) streaming platforms (Netflix, Prime Video, Disney+, etc.); (vi) radio broadcasting, including podcasts; (vii) as well as any other venue, form, and manner, including the exercise of so-called "derived and ancillary rights" (e.g., merchandising, publishing, printing, premium promotion, sponsorship, advertising, etc.). This authorization also extends to the use of images, voice, and performance within content processed by advanced digital technologies, including generative artificial intelligence tools, augmented reality, audiovisual remixes, or digital derivative works, provided such use is consistent with the promotional, cultural, or documentary purposes of the events. Similarly, this authorization shall include the right to associate advertising initiatives and interventions on behalf of third parties with the Content, in any implementable form, carrying out the necessary insertions and consequent interruptions, within the limits and according to the procedures established by applicable law;

- to assign to LCG, for the purposes of this release, any rights that may belong to them over the results of their performances as a performing artist/actor pursuant to Articles 80 et seq. of Law No. 633/1941 and subsequent amendments;
- to be fully aware of and accepts that such assignment is without temporal and/or territorial limits, and also includes the right to grant third parties the use of the rights indicated in this release, whether in whole or in part and/or for a limited period (so-called sublicensing);
- to remain available to LCG to sign any confirmation deed of rights pertaining to LCG pursuant to this release;
- acknowledges that LCG shall have no obligation to use the footage within the Content and related promotional and advertising materials and/or within Derived Projects;
- under no circumstances shall the use of the footage within the Content and related promotional and advertising materials and/or within Derived Projects be considered prejudicial per se to their rights and/or honor and/or reputation.

The Filmed Party acknowledges, accepts, and expressly consents that Lucca Crea shall have the right to assign to third parties, including pursuant to and for the purposes of Articles 1406 et seq. of the Italian Civil Code, this release and/or the rights governed herein

The Filmed Party undertakes to keep strictly confidential and not disclose to any third party any information learned during the recordings and/or otherwise obtained in relation to the Content.

The Filmed Party declares that their performance was rendered gratuitously as a gesture of tribute to the Event and therefore acknowledges that they are not entitled to any compensation. Accordingly, the undersigned declares that they have no claims against Lucca Crea and/or its assignees and successors whatsoever as a result of any use and/or economic and non-economic exploitation of the Content and/or Derived Projects in any form or manner.

The Filmed Party declares to have read, understood, and accepted all provisions contained in this release; accordingly, the undersigned expressly waives the right to invoke Articles 1341 et seq. of the Italian Civil Code, where applicable.

Personal data shall be processed in compliance with the relevant Data Processing Notice, to which express reference is made.

POLICY ABOUT THE PROCESSING OF PERSONAL DATA

for the processing of recording data and photographs data

in accordance with UE Regulation number 679/2016 and legislative decree number 196/2003

Who are we?

We are Lucca Crea S.r.l., a society that creates cultural events including Lucca Comics & Games, Lucca Collezionando, Verdemura, ecc.

We are committed to processing your personal data with transparency and according to laws and regulations.

Data controller:

Lucca Crea S.r.l., based in Corso Garibaldi n. 53, 55100 – Lucca (LU).

E-mail: info@luccacrea.it – Certified email (PEC): luccacrea@legalmail.it

Contact details of our Data Protection Officer (DPO):

E-mail: dpo@ext.luccacrea.it

Who is this policy addressed to?

This information is intended for:

- Participants in events organized by Lucca Crea
- Filmed Parties, meaning those individuals who have been specifically identified through the collection of Declarations;
- In case of Minors, also those holding parental responsibility;
- Exhibitors, including their legal representatives, collaborators, and installers;
- Artists, guests, or professionals involved in the events.

Why do we collect data?

We collect data for several reasons. The most important one is to inform and spread Lucca Crea's goals and his values (<https://www.luccacrea.it/chi-siamo/i-5-valori/>). Those goals are reached also using, publishing and dissemination of images and the recordings done during the events.

Here's in details which are the purposes of this data collection and the legal reason of each collect:

Purpose of processing Legal basis

Collect images for cultural promoting purposes and historical archive (cultural diffusion) Public interest and legitimate interest – Articles 6(1)(e) and 6(1)(f) GDPR, related to the promotion and dissemination of culture connected to the event organized by the owner

Use of the images collected for promotional purposes Public and legitimate interest – artt. 6.1.e) e 6.1.f) GDPR, for the promotion of the event organised by the owner and his partners

Contract execution – art. 6.1.b) GDPR

Consent – art. 6.1.a) GDPR

Transfer of materials to third parties for compatible purposes Consent (art. 6.1.a) or legitimate interest (if it is the case to be applied)

Communication to the filmed subject Contract execution – art. 6.1.b) GDPR

Legitimate interest – 6.1.f) GDPR, for the possibility to contact the subject interested by the policy relating his declarations

Collect proof of submission of consent by correlating the video and the logs of the information form used for collection

*only in case of data collection and consent given through electronic device Legitimate interest– 6.1.f)
GDPR, for the protection of the legal position of the owner and his assignees

Which data do we collect?

Depending on the purposes of the activity said above, we could collect data in categories such as:

- identifications data (such as name, surname, tax code,...);
- contacts data (as an e-mail);
- companies and professional data (company name, role, office, ...);
- images and videos recorded during the events

Methods of images collection

During the course of the Events, Lucca Crea conducts photographic and video recordings through its own operators or specially appointed personnel. Such operators are clearly identifiable by means of equipment that allows them to be readily recognized and visible.

Images may be collected broadly and continuously in public areas or places open to the public, even without prior individual notice to the persons recorded, provided that such individuals are present in contexts clearly designated for the documentation of the event.

In certain areas, specific visual notices (e.g., signs stating "Area Subject to Filming") will be posted to ensure maximum transparency. In these areas, content may be produced for dissemination through promotional, institutional, or editorial channels. Additionally, specific and more detailed recordings (such as interviews or portraits) may be made, for which, where necessary, Lucca Crea will request individual authorization via a consent form.

If you wish not to be included in the recordings:

- You may avoid remaining in areas indicated by appropriate signage;
- You may, where available, access a designated zone within the event not subject to audiovisual documentation ("Safe Area").

In the event you are recorded accidentally or change your mind after recording, you may at any time contact info@luccacrea.it to exercise your rights and request the removal of your image, where technically and legally feasible.

If images are not collected by Lucca Crea but by third parties or on behalf of third parties, you must address your request directly to such parties, as Lucca Crea is unable to intervene.

With whom do we share the data?

Your data may only be shared when necessary, with trusted parties, and for lawful purposes. In particular, we may disclose your data to:

- Public authorities or entitled entities, including security, control, or supervisory authorities (e.g., Local Police, Fire Brigade, Financial Police, etc.);
- Technical and logistical service providers involved in the setup or management of the event;
- Operators of IT systems, cloud services, mailing, and digital communication;
- Consultants (legal, tax, administrative) who assist us in organizational activities;
- Producers, broadcasters, and providers of audiovisual media services in general, distributors (acting as independent data controllers);
- Digital media platforms (video platforms, social media, etc.) and any other communication channels that enable the widest dissemination of Lucca Crea content and event promotion;

- Companies supporting trade fair activities, which may be appointed on a case-by-case basis according to organizational needs.

Where do we process the data?

Your data is processed within countries of the European Economic Area (EEA).

In certain circumstances, we may share data with entities located outside the EU. In such cases, we shall implement appropriate safeguards as provided under the GDPR, such as relying on an existing adequacy decision or, in its absence, where possible, entering into agreements incorporating the Standard Contractual Clauses.

How long are we going to retain or use the data?

We do collect data as long as it's strictly necessary:

- Contracts data: retained for up to 10 years following the termination of the contract;
- Images e video: retained indefinitely for purposes of historical archiving, subject to the exercise of rights by Data Subject depicted

Upon expiry of the mentioned retention periods, data processing may be restricted (i.e., further processing of the data for certain purposes shall be avoided), or the data may be destroyed or anonymized in compliance with business continuity and disaster recovery procedures.

Which rights can you exercise?

Considering the applicable law, you have the right to:

- access to your personal data
- request rectification or erasure of your personal data
- restrict or object the processing
- withdraw your consent (without affecting the lawfulness of processing based on consent before given)
- receive your personal data in a portable form

To exercise your rights or for further information regarding the processing of your personal data, you may contact us at: info@luccacrea.it.

Should you believe that the processing of your personal data is carried out in violation of the applicable data protection laws, please contact us so that we may conduct the necessary verifications. In any event, you have the right to lodge a complaint with the Data Protection Authority (Garante per la Protezione dei Dati Personali) at www.garanteprivacy.it.

CONSENT CLAUSE

Use of the image and personal data for promotional and informative purpose

☐ I AGREE ☐ I DO NOT AGREE

for the use of my own image, voice and other personal data collected during the event for the promotion of the event itself and for either editorial and institutional purposes, included their dissemination of information via web,, social media, audiovisual platform and advertising.

Communication of data to third parties (independent holders)

☐ I AGREE ☐ I DO NOT AGREE

to any communication regarding my personal data and my image to third parties (such as producers, broadcasters and audiovisual media service providers in general, media partner), that they can reuse eventually for the same purposes said above, as they are independent holders of the data processing, as it is described in the policy.

Processing of special categories of data (where relevant)

☐ I AGREE ☐ I DO NOT AGREE

within the limits said in the policy, the processing of any other special data that concerns my image (es. visible health conditions, shown disabilities, religious symbols, ecc.).

Lucca, _____
Visible signature Visible signature