



International Distribution Institute



ASSOFRANCHISING
ITALIANA

IDI CONFERENCE 2018

Florence, 8-9 June 2018

Managing and controlling distribution at the retail level



Manufacturers are showing an increased interest in retail distribution of their products. While in the past the main issue was to organize distribution at the wholesale level, through distributors, without interfering with the way the products were sold to the consumers at the retail level, in the last 50 years this attitude has substantially changed.

Thus, many companies have developed franchising and similar distribution methods based on a uniform network of one-brand shops, while others have developed selective distribution systems with multi-brand outlets, where their products are sold in compliance with certain requirements. With the development of the Internet, and the increased capacity of retailers to reach consumers outside their outlet, the need for control, in the framework of a continuing relationship, especially through selective distribution, has further increased.

The purpose of the 2018 IDI conference is to analyse the strategic choices to be made when moving toward the control of retail distribution together with a number of topical issues regarding distribution at the retail level (franchising, selective distribution and other forms of agreement with retailers).

MORNING SESSION	
Identifying the most appropriate strategy for controlling retail distribution	
CHAIR	Fabio Bortolotti , President IDI, Buffa Bortolotti & Mathis, Torino
8:30-9:00	Registration
9:00-9:20	Welcome Fabio Bortolotti , President IDI Italo Bussoli , President Assofranchising
9:20-9:40	The main reasons for controlling and/or influencing retail distribution The reasons which induce suppliers to involve themselves in distribution at the retail level are manifold: protecting brand reputation, particularly for luxury products; warranting an appropriate service to consumers; strengthening links with consumers (e.g. for collecting their data, needs, preferences); influencing retailers' sales policy in order to assure their compliance with the policy and image of the distribution network. Mônica Vitor Alves , International Legal Manager, Paul International, Marcq-en-Baroeul
9:40-10:10	PANEL: The role of business consultants in deciding the appropriate strategy for getting and keeping control at the retail level Legal solutions to be adopted by companies with the aim of structuring a network of retailers which can be controlled and directed by the supplier necessarily imply the setting up of appropriate business strategies adapted to the specific industry, product, market, country, etc. A panel of business consultants from different jurisdictions will share their experience in the framework of franchise, retail distribution and selective distribution networks (including on-line and off-line), with a pragmatic and concrete approach with the aim of explaining how to effectively implement the highest level of control on retail sales and customers. CHAIR: John Pratt , Hamilton Pratt, Warwick; IDI franchising country expert for UK Raffaella Còndina , Còndina & associati, Milan (franchising) Farrah Rose , The Franchise Centre, York (franchising) Andrea Maria Meschia , 3io s.r.l., Milan (multi-branding)
10:10-10:40	Case Study: Distribution vs. franchising: pros and cons when retail goes international from a legal perspective Legal aspects may impact significantly a retailer's decision to enter into a specific foreign market. Sometimes, statutory laws may not only influence but even supersede other strategic aspects such as brand control, finance, supply chain. This case study will try to highlight the considerations and obstacles a retail distribution system might face when considering the entry into foreign markets with statutory regulations on expansion models such as franchising. Marco Hero , Schiedermaier Rechtsanwälte, Frankfurt am Main; IDI franchising country expert for Germany Andrew Loewinger , Nixon Peabody LLP, Washington, DC
10:40-11:00	Coffee break
11:00-11:20	Apportioning financial charges between supplier and retailer The supplier can decide, according to the traditional approach, that the distributor/franchisee bears the greatest part of the financial charges: lease and equipment of the premises; payment of the products supplied for resale; royalty and other fees. On the contrary, in order to make the deal more acceptable to the type of retailer he can find on the market for his products, the supplier may lease the premises, supply the products on consignment, etc.. With the second type of option the supplier keeps a part of the financial charges, but gets more control over the distributor/franchisee, by controlling the stock, assortment, resale price (where the retailer sells on behalf of the supplier: e.g. through commission contract). Maged Ackad , Ackad Law Office, Cairo; IDI country expert for Egypt
11:20-11:40	Direct or indirect control of a network of mono-brand retailers/franchisees? When entering a foreign market the supplier can choose between direct or indirect control of the local network, according to the following main options: a direct relation with the retailer (direct unit franchising; area development agreement; area representatives) or an indirect relationship (master franchising, appointment

	<p>of retailers by local distributor at conditions fixed by the supplier). What are the pros and cons of the two options?</p> <p>In case of indirect control, which strategies can be followed? E.g.: managing sub-franchisees: obligation of master franchisee to impose standard agreement, indirect control over sub-franchisees, means to avoid franchisees leaving with master franchisee.</p> <p>Tao Xu, DLA Piper, Washington DC</p>
11:40-12:10	<p>PANEL: Establishing a relationship with multi-brand retailers: the main strategic issues</p> <p>In recent times suppliers show a growing interest in influencing the way multi-brand retailers sell and advertise their products. This can be done: (a) by establishing a long-term relationship, mainly through selective distribution contracts, corner franchising or similar agreements, (b) by simply requiring retailers, through general conditions included in individual sales contracts, or by policies established unilaterally by the supplier (e.g. MAAP Policies) to follow certain criteria when reselling the goods.</p> <p>Compliance with antitrust rules play an essential role in this field, especially in the EU (selective distribution), while the US approach appears to be more flexible. The panel will discuss the pros and cons of the different strategies in Europe and in the US.</p> <p>CHAIR: Fabio Bortolotti, Buffa Bortolotti & Mathis, Torino; IDI country expert for Italy David Koch, Plave Koch PLC, Reston Beatrice Grifoni, Senior Legal Counsel, Valentino Antonio Papalino, Senior Legal Counsel, L'Oreal Italia</p>
12:10-12:30	<p>Imposing conditions regarding resale upon retailers through general conditions</p> <p>According to a recent trend, suppliers are trying to impose upon retailers certain limitations mainly (but not only) concerning Internet sales, without entering into a specific long term supply contract, but simply through general conditions included in the individual sales contracts.</p> <p>Does this practice amount to an agreement which must comply with antitrust rules? And in case of a positive answer, which clauses comply with the rules on competition and which not?</p> <p>Silvia Bortolotti, Buffa Bortolotti & Mathis, Torino, Secretary General IDI</p>
12:30-13:00	Discussion
13:00-14:30	Lunch

<p>AFTERNOON SESSION</p> <p>Hot topics in retail distribution</p>	
CHAIR	<p>Didier Ferrier, Professor of Law, University of Montpellier; Vice-President IDI, IDI country expert for France</p>
14:30-15:00	<p>The European Commission's policy regarding distribution agreements following the e-commerce sector enquiry, with particular reference to the possible coexistence of parallel distribution networks</p> <p>Companies do not necessarily choose and follow the same distribution model worldwide or in the EU, but may have recourse to different systems, depending on the geographical area, market, etc. Are there legal implications or restrictions for this type of approach? How can they effectively combine on-line, off-line, selective, exclusive, retail, franchise distribution? What are the implications of the new UE Regulation 302/2018 of February 28, 2018 on geoblocking?</p> <p>Didier Ferrier, Professor of Law, University of Montpellier; Vice-President IDI, IDI country expert for France Thomas Kramler, EU Commission, Head of the Digital Single Market Task Force</p>
15:00-15:20	<p>Which limitations regarding the Internet can be imposed on members of a selective network? The Coty judgment of the European Court of Justice</p> <p>The suppliers of products for which image/reputation and market positioning must be warranted need to be able to prevent their products from being sold under conditions which do not comply with their image. For this purpose, they may set up a selective distribution network and impose upon its members a restraint on sales on the Internet which may negatively affect their image/reputation, like in particular the sale through marketplaces.</p> <p>This issue has been recently addressed in the Coty case, which will be discussed in view of its effects on future developments.</p> <p>Ginevra Bruzzone, Deputy Director-General, Assonime, Rome</p>

15:20-15:40	<p>Effective management of resale pricing within the distribution network</p> <p>Whilst retailers must generally be free to fix their resale prices, it is evident that excessive price differentiation and particularly aggressive pricing strategies through the Internet, cannot be accepted by suppliers. Suppliers who wish to maintain a workable distribution system must analyse possible solutions.</p> <ul style="list-style-type: none"> • Structuring and re-structuring a manageable network • Recommended prices: how to use them effectively • Price parity clauses, dynamic prices and price discrimination • Pricing on third party Internet platforms • Direct sales to consumers through retailers (consignment sales, commission contract, contratto estimatorio) <p>Edward Miller, Reed Smith, London and Paris; IDI agency & distribution country expert for UK</p>
15:40-16:10	<p>Coffee break</p>
16:10-16:30	<p>Limiting free riding without breaching competition rules</p> <p>Any distribution network organised on a territorial basis needs to warrant a reasonable protection of its members against competition from their colleagues and at the same time to permit reasonable intra-brand competition within the network. A reasonable compromise between these two needs has been obtained under EU competition rules through the distinction between active and passive sales in the context of exclusive distribution systems. However, the development of on-line sales and the increase of selective distribution systems has significantly modified the situation.</p> <p>Which means are still at the disposal of suppliers who want to defend the existence of their distribution networks against disruptive practices, also considering the new rules on geoblocking?</p> <p>Aldo Frignani, Frignani, Virano, associati, Torino</p>
16:30-16:50	<p>Collecting and managing customers' data</p> <p>Collecting customers' data has become one of the main reasons for controlling the retail level of distribution. Companies use different means and instruments (e.g. loyalty programs, CRM systems) to get information on the sales habits, preferences, tastes of the customers. The following elaboration and use of this information through the whole network worldwide, in order to implement cross-channel marketing, is one of the main goals. What are the best strategies to be implemented in distribution networks?</p> <p>Filippo Maria Andreani, Business Development, Contracting & M&A Legal Affairs, Head of Contracting & Special Projects, Pirelli & C. S.p.A.</p>
16:50-17:30	<p>Discussion</p>

General Meeting of IDI members

17:30 - 18:30

At this general meeting, to which non members are also invited, the officers of IDI will inform the members about the current situation of IDI, the results achieved in 2017 and the plans for the following years.

All the participants are kindly invited to attend.

Workshops Session

Workshop 1: The recourse to arbitration for distribution disputes. The necessary conditions for neutral, expedited and cost-effective arbitration proceedings, with particular reference to the IDArb project.

There is great uncertainty about the effectiveness of arbitration as a means to resolve disputes in the field of distribution. Many business people believe that arbitration is too expensive and cannot warrant a better result than the recourse to national courts, especially with respect to claims of limited economic value. This is not always true. In many cases arbitration can warrant a more equitable and expedited resolution of the dispute. The actual problem is to understand when and under which conditions arbitration can be the most appropriate solution.

This workshop will examine the pros and cons of arbitration with respect to distribution and in particular the means offered by the IDArb-SCAI project.

CHAIR	Fabio Bortolotti , Buffa Bortolotti & Mathis, Torino; President IDI; Chair ICC Commission on Commercial Law and Practice (CLP); IDI country expert for Italy
9:30-9:50	<p>When is arbitration the right solution for distribution</p> <p>The main reasons in favour of arbitration: neutrality; choice of arbitrators with specific experience in distribution; limited duration of the proceedings; less formal procedure; less adversarial approach which can favour settlement.</p> <p>Means for making arbitration more appropriate for distribution:</p> <ul style="list-style-type: none"> • Favouring settlement before arbitration: an emerging device: Early Dispute Resolution (EDR) process. • Reducing time and costs through expedited arbitration procedures. <p>Peter R. Silverman, Shumaker, Toledo (USA)</p>
9:50-10:10	<p>The importance of choosing arbitrators who "know the business"</p> <p>Distribution contracts (agency, distributorship, franchising) are commonly drafted and managed by non-lawyers, mainly sales managers, without considering the legal framework. It is normal that the relationship evolves irrespective of such legal framework giving rise to contradictory situations: contract modifications made orally, notwithstanding the obligation to respect the written form; sale of competing products tolerated although contrary to the contract, etc.</p> <p>In such a context, the dispute can be judged more correctly by an arbitrator who understands the business and can consequently appreciate what the real intent of the parties is. Parties should therefore try to identify the profile of the arbitrator they choose. This is why IDI set up, in collaboration with SCAI, the IDArb list of arbitrators with specific experience in the field of distribution.</p> <p>Stefano Paolo Catelani, Dupont de Nemours International, Geneva Susanne Margossian, UP International, Geneva</p>
10:10-10:40	<p>The IDArb list of arbitrators</p> <p>The IDArb list of arbitrators, contains the names of prospective arbitrators having specific experience in the field of distribution (agency, distributorship, franchising, etc.). The prospective arbitrators are divided in two lists: list A for those having arbitration experience and list B for those who have experience in the field of distribution, and who may be selected as party arbitrators.</p> <p>Each "card" of the list contains basic information including the CV and a description of the number of cases in which the prospective arbitrator has been involved (as arbitrator, counsel or in-house) in order to indicate the type of experience made in distribution.</p> <p>The list is available on the IDI website at: http://www.idiproject.com/content/idarb-list-arbitrators.</p> <p>Jean-Paul Vulli��ty, Lalive, Geneva</p>
10:40-11:00	Coffee break

11:00-11:20	<p>The paramount importance of oral evidence</p> <p>Since distribution contracts often present a gap between the contract clauses and the way they are actually applied, it is of utmost importance to establish a direct contact between the parties (and their witnesses) and the arbitrators, through an evidentiary hearing and to avoid the option of a decision based on documents only.</p> <p>The main issues to be considered: the difference between party representatives and other witnesses; avoiding that witness statements limit the full presentation of evidence during the hearing; granting equality in cross examination when lawyers with different legal backgrounds are involved.</p> <p>Didier Matray, Matray, Matray & Hallet, Liège</p>
11:20-12:00	<p>PANEL: The conditions for an effective expedited procedure. A comparison of different experiences</p> <p>An expedited procedure implies a reduction of time and costs which is highly appreciated by business. This is why most arbitral institutions have introduced expedited procedures for claims not exceeding a certain amount of money. However, in order to organise an efficient expedited procedure solutions must be found which can accelerate the procedure without prejudicing the parties' rights of defence.</p> <p>The members of the panel will discuss a number of critical aspects: the amount under which the expedited procedure applies automatically; the appointment of a sole arbitrator and the possibility to derogate; means to simplify procedure for assessing evidence (documents only?); deadlines for the issuance of the award.</p> <p>CHAIR: Pascal Hollander, Hanotiau and van den Berg, Brussels; IDI franchising country expert for Belgium Maria Beatrice Deli, ICC Italia Frank Spoorenberg, Tavernier Tschanz; SCAI, Geneva Francesca Mazza, DIS, Berlin/Cologne</p>
12:00-12:20	<p>The IDArb approach to expedited arbitration for distribution disputes</p> <p>IDI has established, in collaboration with the Swiss Chambers' Arbitration Institution (SCAI) an expedited arbitration procedure, specially adapted for disputes in the field of distribution (e.g. agency and distributorship contracts, franchising, etc.), under which disputes can be resolved by an arbitrator with specific experience in distribution (who can be chosen within the IDArb list of arbitrators) and within a short period of time (six months).</p> <p>The IDArb Expedited Arbitration Clause based on the standard clause under the Swiss Rules, includes a set of recommendations ("IDArb Recommendations") to the parties and to the arbitrator aimed at facilitating the expedited resolution of distribution disputes. The clause is intended primarily for disputes which do not exceed CHF 1.000.000, but may also be appropriate for higher amounts.</p> <p>Fabio Bortolotti, Buffa Bortolotti & Mathis, Torino</p>
12:20-12:45	<p>Discussion</p>

Workshop 2: Protection and exploitation of data in distribution networks.

Getting an effective protection of data has never been an easy target for companies sharing them with the members of their distribution networks. Recent legislative reforms (e.g. EU Directive 2016/943 on Trade Secrets, the US Federal Defend Trade Secrets Act) seem to provide with new means of protection, at least for certain countries. On the other hand, in several jurisdictions privacy rules are becoming more stringent (e.g. the EU Privacy Regulation 2016/679), particularly with respect to customers' data. Companies are now required to find the right balance between these two aspects.

CHAIR	<p>Didier Ferrier, Professor of Law, University of Montpellier; Vice-President IDI, IDI country expert for France</p>
9:30-10:00	<p>PANEL: Who is the "owner" of the customers' data?</p> <p>The protection of customers' data, from the manufacturer/franchisor's perspective can be granted through the application of different legal notions, i.e. intellectual property rules applicable to trade secrets; databases (copyright); unfair competition rules etc. Which is the most effective protection? What happens when the contract with the retailer is terminated? What rights can the retailer/franchisee claim over the data after such moment?</p> <p>CHAIR: China - Paul Jones, Jones & co., Toronto; IDI franchising country expert for China Italy - Giorgia Armanni, General Counsel Furla</p>

	USA - Michael K. Lindsey , Steinbrecher & Span LLP, Los Angeles
10:00-10:20	<p>Online profiling and cross channel marketing: the need to comply with privacy rules</p> <p>Tracking the customers' overall activity online through cookies, fingerprinting and other profiling techniques to send advertising messages in line with the user's online navigation and cross channel advertising are the latest marketing trends. Such techniques must comply with privacy law requirements and first of all the need of adequate information and consent. An outlook of technical and legal requirements in different jurisdictions.</p> <p>Mariaelena Giorcelli, Buffa Bortolotti & Mathis, Torino (on cookies) Emmanuelle Behr, Redlink, France (on cross channel marketing)</p>
10:20-10:40	<p>Managing CRM in compliance with privacy rules</p> <p>Most companies use CRM systems in their distribution networks allowing them to collect, elaborate and share the data between all the members of the network worldwide. The subsequent transfer of such data to the company and the issues of ownership over them are increasing disputes between members of the networks, in addition to confidentiality and privacy issues (see, the new EU Privacy Regulation 2016/679). How to effectively comply with the privacy rules concerning the collection and transfer of data between different jurisdictions?</p> <p>Carla Vecchini, Regulatory & Corporate Affairs, Bulgari</p>
10:40-11:10	Coffee break
11:10-11:30	<p>Preserving confidentiality of trade secrets and know-how</p> <p>The main means companies use for protecting their trade secrets (which also includes customers' data) concern, on the one hand, the contractual provisions applied to the members of the distribution network and, on the other hand, compliance programs implemented within the company, the group and the network. The new Directive on Trade Secrets (2016/943) gives important elements in this respect. What are the most important aspects to be considered in order to assure an effective protection?</p> <p>Mercedes Clavell, Arco Abogados, Barcelona; IDI franchising country expert for Spain</p>
11:30-12:00	<p>PANEL: How to effectively protect trade secrets in Court disputes</p> <p>Discovery, injunction, seizures, damages award etc.: the remedies available to protect know-how according to the case law of different jurisdictions and the latest legislative reforms (the new EU Directive 2016/943 on trade secrets, the US Federal Defend Trade Secrets Act). The risk of losing confidentiality of the trade secrets in the course of the legal proceeding may jeopardise the effectiveness of the measures, procedures provided for. Discovery vs confidentiality: how to find the right balance.</p> <p>CHAIR: Marco Venturello, Venturello e Bottarini, Avvocati, Torino Natalma McKnew, Smith Moore Leatherwood LLP, Greenville (USA) Claudia Santos Cruz, Morais Leitão, Galvão Teles, Soares da Silva & Associados, Lisbon; IDI franchising country expert for Portugal</p>
12:00-12:30	Discussion

Workshop 3: Managing non conformity and other products' claims, in coordination with the sales network.

Manufacturers selling their products internationally face different types of liabilities, concerning possible defects or non-conformity of the products, product liability, contractual guarantees, consumer protection rules etc., that vary depending on the specific jurisdictions, or whether the sale is made B2B or B2C. At the same time, more than before, companies are delegating the distribution of their products in different jurisdictions to third parties: wholesale distributors, master/direct franchisees, third parties managing the manufacturer's e-commerce website; marketplaces and platforms etc. In this framework, it is not always easy to allocate liabilities between the members of the sales network, to set up uniform standard rules limiting the manufacturer's liabilities, and, finally, to satisfy the final customer. This workshop aims at exchanging different views and experiences on these issues.

CHAIR	Jaap Van Till , Loyal, Amsterdam; IDI agency & distribution country expert for Netherlands
9:30-9:50	<p>The supplier's liability for non-conformity/defects in his quality as seller (introduction)</p> <p>Under the CISG and most national laws the supplier is responsible towards his purchasers for possible defects</p>

	<p>(non-conformity) of the goods supplied, and his buyer will in turn be responsible towards his purchaser, and so on until the end user. In this context the party invoking non-conformity must bring a claim against his seller and the latter can in turn revert to the previous seller (except in legal systems - like France - which permit a direct action towards the party responsible for the defect).</p> <p>Suppliers may modify these situations by shifting their liability to their buyers, e.g. by excluding the liability for non-conformity in the contract with their distributors/importers, or may decide to give a guarantee for defects directly to the end user, who will be entitled to replacement or repair by the supplier and/or his network.</p> <p>Finally, suppliers may specify their obligations in case of non-conforming goods through a warranty, in order to reduce or increase their liabilities depending on the specific characteristics and needs of their products.</p> <p>These three aspects will be treated more in detail in the following presentations.</p> <p>Marcel Fontaine, Université catholique de Louvain, Louvain-la-Neuve</p>
9:50-10:10	<p>The allocation of liabilities for non conformity claims between the members of the network</p> <p>In a network composed of distributors/importers the manufacturer may decide to shift his liability for non-conformity to the distributors, requesting them to fulfil the respective obligations according to his directions. He may impose the respective conditions of guarantee to be granted by the distributor and provide him with the information (assistance, training, etc.) and means (spare parts, replacement products) necessary for performing such activity.</p> <p>The speaker will share his experience on possible problems and strategies in this respect.</p> <p>Stefano Rovej, Legal Counsel Iveco, Torino</p>
10:10-10:30	<p>Establishing specific conditions of guarantee in general conditions of sale</p> <p>In certain industries (machinery, equipment, etc.) it is common that the producer includes in his conditions of sale a guarantee specifying his obligations in case of non-conforming goods. Such guarantee will normally state the remedies granted (repair, assistance, replacement) and the conditions for its effectiveness (period of guarantee, timely notification of defects).</p> <p>This guarantee normally provides conditions which are more appropriate for the specific needs of the type of products sold and is intended to replace the seller's liability otherwise applicable under the applicable law. It is therefore essential to accurately draft the clause which excludes the liability provided by law by replacing it with the contractual guarantee. It is also important to make sure that the limitations of liability contained in the general conditions are effective under the applicable domestic law.</p> <p>Ercument Erdem, Erdem & Erdem, Istanbul; IDI country expert for agency & distribution in Turkey</p>
10:30-11:00	<p>Coffee break</p>
11:00-11:20	<p>Establishing a direct relationship between supplier and end user through a contractual warranty</p> <p>With respect to consumer goods, manufacturers tend to provide a direct warranty to the end user, who will be entitled to replacement or repair by the supplier and/or his network. This implies that the manufacturer must organize the necessary logistics for performing the service (repair, replacement) to the end users and determine the conditions which must be observed by the end-user in order to avail himself of the guarantee (duration of the guarantee, proof of the date of purchase, etc.).</p> <p>Within the EU the conditions of guarantee to the consumer are effective only if they comply with the domestic laws implementing the EU directive 1999/44/EC on consumer guarantees (right of the consumer to have non-conforming goods replaced or repaired by the seller, for a period of two years from the date of purchase).</p> <p>Silvia Bortolotti, Buffa Bortolotti & Mathis, Torino</p>
11:20-11:40	<p>Providing uniform conditions of warranty worldwide</p> <p>Manufacturers need to establish, as far as possible, uniform conditions of guarantee applicable in the various countries where their products are sold. As regards B2B sales (i.e. the relations all kinds of resellers (importers, distributors, etc.) this can be done by submitting their contracts of sale to the uniform law on sales (CISG) which is in force in most countries of the world. However, if the warranty is included in general conditions of sale, they should check whether possible limitations of liability are effective under the applicable domestic law (since the validity of general conditions is not covered by the CISG).</p> <p>As regards sales to consumers (an issue that arises when the manufacturer sells directly to consumers through the), manufacturers will need to check compliance of the conditions of sale (including the guarantee) with the domestic consumer protection laws (note: the ICC is trying to establish uniform conditions of sale for B2C sales).</p> <p>Jaap Van Till, Loyal, Amsterdam; IDI agency & distribution country expert for Netherlands</p>
11:40-12:20	<p>PANEL: Facing product liability claims</p> <p>Product liability is the worst nightmare for all companies dealing internationally and particularly in certain jurisdictions (e.g. the United States of America). Is insurance the only possible solution? What are the precautions to be taken in order to be sure that insurance effectively and entirely covers all possible claims? What can be the best strategies and how can manufacturers, within the limit imposed by internationally mandato-</p>

	<p>ry rules, protect themselves?</p> <p>CHAIR: Ignacio Alonso, Even Abogados, Madrid; IDI agency & distribution country expert for Spain Leslie Thiele, Whiteman Osterman & Hanna, Albany, New York; IDI agency & distribution country expert for U.S.A. Lawrence Guo, ZhongLun W&D Law Firm, Beijing; IDI agency & distribution country expert for China Nadia El Baroudi-Kostrikis, Hajji & Associate, Casablanca IDI country expert for Morocco</p>
12:20-12:45	Discussion



Conference Social Program

Thursday 7 June 2018 - Welcome cocktail

6:00 pm

IDI is pleased to offer a **welcome cocktail for all the attendants**.



Venue: Palazzo Borghese, Sala degli Specchi
Via Ghibellina 110n
50122 Firenze

We kindly ask you to confirm your participation by selecting the relevant box in the registration form.

Thursday 7 June 2018 - Speakers/Experts dinner

8:30 pm

IDI invites all the **conference speakers** and the **IDI country experts** to an informal dinner, after the welcome cocktail.

Venue: Corte dei Pazzi - Trattoria
Borgo degli Albizi 54/R
50122 Firenze

If you are either **an IDI country expert or a speaker of the conference** please, confirm your participation by selecting the relevant box in the registration form.

We kindly remind you that this event is reserved only to the **IDI experts and conference speakers** who have previously booked a place.

Friday 8 June 2018 - Gala Dinner

8:00 pm



Gala Dinner at Palazzo Borghese.

Venue: Palazzo Borghese, Galleria Monumentale
Via Ghibellina 110n
50122 Firenze

Reservations should be made at your earliest convenience, due to the limited number of places.

Practical Information

Conference venue

Palazzo Borghese
Via Ghibellina 110n,
50122 Florence (Italy)

Language: English

Documentation: A USB stick containing all documents discussed at the conference.

Fees

800€ first participant

400€ for IDI members (subscribers) having paid their yearly subscription fee

300€ for additional participants within the same premises of the same organisation as the first participant (i.e. having the same address and VAT code)

200€ for IDI country experts

Assofranchising Members: 30% of discount on the total amount.

The fee includes coffee break, lunch and documentation.

Gala dinner

Venue: Palazzo Borghese, Galleria Monumentale.

100€ per person. Please, remember that places are limited and must be reserved in time.

Please, **add 22% (VAT)** to your payment (**applicable for both Italian and foreign participants**)

Continuing Legal Education / Continuing Professional Development Credits

This conference has been accredited for CPD/CLE. In order to request an attendance certificate, please, send an email to editorial.board@idiproject.com.

Registration and cancellation

Registration on-line: Registration can be made at: www.idiproject.com/conferences/registration

Registration by Email-Fax: Please, fill in the registration form, and send it by fax or by email to:

IDI Project Srl, via Alfieri 19, 10121 Turin (Italy)

fax: + 39 011 574 11 41

Email: editorial.board@idiproject.com

Payment:

Registration online: **Credit card or bank transfer**. After having completed the payment, you will receive a confirmation of your registration by e-mail.

Registration by fax or by email: **bank transfer only**. Confirmation of your registration will be sent after having received the registration form together with the evidence of the payment.

For bank transfer payment, **the payment should be transferred with no cost to IDI**.

NO CHEQUE PAYMENTS WILL BE ACCEPTED.

Cancellation

Cancellation request received in writing to IDI Project **on or before 29 May 2018** will be subject to a 20% administration charge of the total fees paid. **After that date no refunds are possible.**

Dress Code

The conference dress code is business attire for working sessions and smart casual for social events.

Hotel Accommodation

Hotel Brunelleschi ***:** www.hotelbrunelleschi.it, Piazza Sant'Elisabetta 3. Please send an email at: info@hotelbrunelleschi.it or call: +39 055 27370 specifying that you will attend te IDI annual conference 2018. The rooms shall be booked within **March 31, 2018**.

Borghese Palace Art hotel***:** Via Ghibellina 174/r. **SOLD OUT**

Grand Hotel Cavour **:** <http://www.albergocavour.it/>, via del Proconsolo 3. **SOLD OUT**

Hotel Plus Florence *:** <https://www.plushostels.com/it/plusflorence> , via S. Caterina d'Alessandria 15. **SOLD OUT**

We kindly inform you that, since many other events take place in Florence on the same dates of the IDI conference, **suggested hotels - with the exception of Hotel Brunelleschi - are fully booked**.

Alternative solutions for accommodation may be still available through other channels.

Therefore we strongly suggest to book your hotel as soon as possible.

REGISTRATION FORM

First Name Last Name
Company Address
ZIP/ Postal code City
Country Value Added Tax (VAT) Code
E-mail Phone Fax.....

WORKSHOPS: (Saturday, 9 June 2018):

Please specify to which workshop you would like to attend (only one per person):

- I will attend the **FIRST WORKSHOP** (The recourse to arbitration for distribution disputes)
- I will attend the **SECOND WORKSHOP** (Protection and exploitation of data in distribution networks)
- I will attend the **THIRD WORKSHOP** (Managing non conformity and other products' claims)

SOCIAL EVENTS:

- I will attend the **WELCOME COCKTAIL** of Thursday 7 June 2018 (free of charge)
- I will attend the **SPEAKERS/EXPERTS' DINNER** of Thursday 7 June 2018 (free of charge, reserved to the **IDI country experts and conference speakers only**)

FEES: (in case of more participants, please fill in a separate form for each participant)

- IDI Conference**
- € 800:** First participant
 - € 400:** IDI member (subscriber), having a valid subscription on the day of the conference
 - € 300:** Additional participant
 - € 200:** IDI country expert
 - Assofranchising Membership:** 30% of discount on the total amount.
- Gala dinner**
- € 100:** Ticket for the gala dinner (please, specify the number of tickets:)

Please **add 22% (VAT)** to your payment **for both Italian and foreign participants.**

TOTAL AMOUNT: €:

PAYMENT: Please make a bank transfer marked «8-9 June 2018 Conference», including a clear reference to the name of the participant. The payment should be transferred with no cost to IDI at the following account:

Bank: Banca Sella, Piazza Castello, Torino (Italy)
Account Name: IDI Project s.r.l.
Account Number: 052879649600
ABI: 03268 CAB: 01000
IBAN: IT86X0326801000052879649600
SWIFT: SELB IT 2B

NO CHEQUES payments are ACCEPTED

Please complete this form and return it, with your payment made out to:

IDI Project Srl,
Via Alfieri 19,
10121 Torino (Italy)
Fax: + 39 011 574 11 41

Date Signature

PRIVACY: All personal information is processed by IDI confidentially and in compliance with the provisions contained in the Italian Legislative Decree 196 of 2003. All personal information stored on our system is secured against unauthorised access. All users may exercise their rights provided by Article 7 of Dlg 196/2003, by sending a request to: privacy@idiproject.com