

# Legal Implications for Marketing and Advertising Agreements. Providing Effective Advice to Maximize Benefits and Avoid Pitfalls.

Food and Beverages as a Case Study

Seminar presented by the UIA



#UIATurin

# Introduction

he seminar will give a general view of the different legal aspects to be considered when analysing advertising and marketing strategies and the contractual obligations entered by the parties involved.

The main theme will be the legal advice to give clients who are preparing a marketing campaign for food and wine products, where social and digital marketing offers significant opportunities to organizations through lower costs, improved brand awareness and increased sales. Moreover, threatened by possible government regulation and critical public opinion, food and wine industries often undertake also self-regulatory actions and issue statements of concern for public welfare to protect the public. All that considering how different legislations worldwide dealing with consumer protection could impact a digital marketing campaign, namely for alcoholic products.

Following the main theme, the seminar will address IP issues affecting the planning of a successful advertising campaign, types of advertising agreements (e.g. creation of a TV advert, product

placement, sponsorship, influencer marketing, endorsement, social media, etc.), what not to do, illicit advertising, subliminal advertising, new obligations on digital advertising, such as consumer endorsement and consumer review, attempts at differentiating advertising and personal comment with influencers (and other ethical issues) and limitations applicable to food and wine advertising including labelling and origin invocation aspects.

A particular focus shall be made on food warnings as a policy option for improving public health.

Other topics neighbouring unfair competition practices will also be discussed such as disparaging advertising, comparative advertising, misleading advertising, superiority claims, and benchmarking practices.

The seminar will also discuss regulatory issues such a limitations to commercial audiovisual communications and the general principles applicable to audiovisual communications as well as self-regulation in the field of advertising discussing codes of conduct, copy advice and alternative dispute resolution systems.

All the information relative to our events is available on our Website **www.uianet.org** 

The registration programme will be available in the coming weeks. For more information, please do not hesitate to contact us.

**UIA – T** +33 1 44 88 55 66 – uiacentre@uianet.org **www.uianet.org** 



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#### **SEMINAR VENUE**

Fondazione Dell'Avvocatura **Torinese Fulvio Croce** Via Santa Maria, 1 10122 Turin

## → CONTINUING LEGAL EDUCATION

Every participant attending the seminar will receive a "Certificate of Participation" at the end of the event that may be to obtain "Credits" for "Continuing Legal Education" - "Continuing Professional Development" purposes, depending on national rules. For more information, please contact the UIA.

### → LANGUAGE

The working language will be English.

## → REGISTRATION FEES

*Amounts exclusive of VAT	On or before <b>February 14</b>	From <b>February 15</b>
UIA MEMBER	<b>☐</b> € 395*	<b> </b>
UIA MEMBER - YOUNG LAWYER (<35)**	<b>□</b> € 345*	□ €395*
NON MEMBER	<b> </b>	<b> € 495</b> *
NON MEMBER - YOUNG LAWYER (<35)**	□ €395*	□ € 445*

- → Attendance at all working sessions
- → Welcome cocktail on March 13
- → Lunch on March 14

- → Seminar documentation
- → Coffee breaks on March 14 & 15
- The dinner on March 14 is optional and at additional charge.
- \*The VAT (22%) can be applied to the amount stated above according to the European Directive 2006/112/ CE of November 28, 2006. If you provide an EU VAT ID number, the VAT will not be charged. For more information, please contact the UIA.
- \*\*Please attach proof of age to the registration form to benefit from young lawyers fee.

Please note that the number of places at the seminar is limited. The organisers reserve the right to refuse registrations in the event of excess applications.

In order for your name to appear in the list of participants, which will be distributed during the seminar, your registration form must be received by March 3 at the latest. An updated electronic list will be sent by email to all the participants after the seminar.

## → HOTEL RESERVATION

Each participant should make his/her own arrangements for hotel accommodation in Turin. The seminar will take place at the Fondazione Dell'Avvocatura Torinese Fulvio Croce (Via Santa Maria, 1, 10122 Turin).

Hotel suggestions nearby are:

#### GOLDEN PALACE HOTEL - ALLEGROITALIA SILVER PALACE (4\*)

At 550 meters from the Seminar Venue

At 550 meters from the Seminar Venue

Via dell'Arcivescovado 16, 10121 Turin

T+39 011-5512727

https://www.allegroitalia.it/en/allegroitalia-silver-palace-2/e

#### NH TORINO SANTO STEFANO (4\*)

Via Porta Palatina 19, 10122 Turin

T+39 011-5223311

https://www.nh-hotels.it/hotel/nh-torino-santo-stefano?utm\_campaign=local-gmb&utm\_medium=organic\_search&utm\_source= google gmb&utm term=langtest

# Cancellation and General Conditions

# → CANCELLATION CONDITIONS

All cancellations will be subject to a 50% deduction and will have to be sent in writing, to be received by the Union Internationale des Avocats **no later than February 14, 2025.** 

No refund will be made for cancellations received after this date.

#### **VISAS**

Anyone who requires a visa invitation letter in order to attend the seminar should register and pay their registration fees **no later than February 14, 2025** to ensure there is enough time to obtain a visa.

All cancellations will be refunded in full, minus €50 + VAT to cover administrative costs, provided that the UIA has received the registration documents and total registration fees no later than February 14, 2025 and the cancellation will have to be sent in writing no later than March 6, 2025.

If you register after this date, only 50% of the amount paid minus €50 + VAT to cover administrative costs will be refunded for cancellations due to visa refusals.

All cancellations due to a visa refusal must be sent in writing and reach the UIA **before the seminar.** Cancellations must be accompanied by **a proof of visa refusal.** If your visa is issued after the seminar date or if you do not have proof of visa refusal, you will not be entitled to a refund.

## → GENERAL CONDITIONS

All registrations received by the Union Internationale des Avocats (UIA) along with the full payment of fees corresponding to the events selected will be confirmed in writing.

The UIA reserves the right to cancel or postpone the seminar to a later date, change the seminar venue and/or programme, make any corrections or modifications in the information published in the seminar programme and cancel any invitation to participate in the seminar, at any time and at their entire discretion, without having to provide any reasons for the same.

Neither the UIA, nor any of its managers, employees, agents, members or representatives shall be held responsible for any loss or damage, of any nature, suffered (directly or indirectly) by a delegate, accompanying person or a third party following any cancellations, changes, postponements or modifications.

The UIA strongly advises participants to subscribe to modifiable and/or refundable services, as well as to take out a cancellation insurance.

Neither the UIA, nor any of its managers, employees, agents, members or representatives shall be held responsible for any loss or damage, of any nature whatever, suffered (directly or indirectly) by a delegate or accompanying person, except in case of death or personal injury due to gross negligence by the UIA.

The contractual relations between the UIA and each participant (delegate or accompanying person) in relation to the seminar are subject to French law and jurisdiction, to the exclusion of any other law. Paris is the city of jurisdiction.

#### **FORMALITIES**

UIA

It is the responsibility of participants to ensure compliance with police, customs and health formalities for their journey. Participants unable to take part in the seminar because of their inability to take a flight or any other means of transportation due to being unable to provide the documents required (passport, visa, vaccination certificate, etc.) cannot claim any reimbursement.

#### **FORCE MAJEURE**

"Force majeure" means any events external to the parties, of both an unforeseeable and insurmountable nature that prevents either the client or the participants, or the agency or service providers involved in organising the seminar, from executing all or part of the obligations provided for in the present agreement. By express agreement, such will be the case in the event of a strike affecting the means of transport, hotel staff, air traffic controllers, an insurrection, a riot or any prohibition whatsoever decreed by governmental or public authorities.

It is expressly agreed that for the parties, a case of force majeure would suspend the execution of their reciprocal obligations. At the same time, each of the parties shall bear the burden of all the expenses incumbent upon them, resulting from the case of force majeure.

#### **HEALTH**

The organisers decline any responsibility in case of any health problems existing prior to the seminar that may lead to complications or be aggravated during the entire period of the stay: pregnancy, cardio-vascular problems, any allergies, special diets, any disorders under treatment and not yet consolidated on the day the seminar starts, psychic or mental or depressive illness, etc. (Non exhaustive list).

#### PERSONAL DATA PROTECTION

Personal data collected is processed by the Union Internationale des Avocats, in its capacity as data controller. The data is used to manage registrations for events organised by the Union Internationale des Avocats.

In accordance with the applicable regulations, you have the right to access, rectify and delete your personal data, as well as the right to data portability. You may also withdraw your consent to the processing of your personal data at any time or request that such processing be restricted.

Finally, you have the right to specify instructions concerning the fate of your data in the event of your demise.

T +33 1 44 88 55 66 uiacentre@uianet.org www.uianet.org



# Registration Form

# Legal Implications for Marketing and Advertising Agreements. Providing Effective Advice to Maximize Benefits and Avoid Pitfalls

TURIN, ITALY

FRIDAY, MARCH 14 & SATURDAY, MARCH 15, 2025

Register online at **www.uianet.org** 

or please complete and return this form to: uiacentre@uianet.org

**UIA (International Association of Lawyers)** 

■ Tel: +33 1 44 88 55 66 ■ Email: uiacentre@uianet.org
Family Name:
First Name:
UIA Identification number (if you already have one): M I
Firm:
Address:
Post Code:City:
Country:
Tel:Fax:
Email:
Date of Birth:
EU VAT ID-Number:
Special requests (special diet, allergies, handicap):
Arrival/departure times & flight numbers:
Hotel:

# A. SEMINAR REGISTRATION FEES

*Amounts exclusive of VAT	On or before <b>February 14</b>	From <b>February 15</b>	
UIA MEMBER	<b> </b>	<b> </b>	
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<sup>\*</sup> The VAT (22%) can be applied to these amounts according to the European Directive 2006/112/CE of November 28, 2006.

If you provide an EU VAT ID number, the VAT will not be charged. For more information, please contact the UIA.

<sup>\*\*</sup> Please attach proof of age to the registration form to benefit from young lawyers fee.

B. SEMINAR SOC	IAL ACTIVITIES			
Please indicate below v	whether you plan to at	ttend the following ever	nt <b>included</b> in the cost o	of your registration.
☐ Welcome Cocktail –	Thursday, March 13	☐ Lunch – Frid	day, March 14	
C. OPTIONAL DIN	NNER			
(Not included in the re	gistration fees)			
☐ Optional Dinner – Sa	aturday, March 15			
Please book person(s) for the dinner				Price to be confirmed
				TOTAL (C) (Excl. VAT) €
D. TOTAL				
TOTAL (A) Excl. VAT – R	egistration Fees			€
TOTAL (C) Excl. VAT – O	ptional Dinner			Price to be confirmed
				TOTAL (A+C) Excl. VAT €
		If you provide	an Ell VAT ID number	VAT if applicable (22%)* €the VAT will not be charged
		ij you provide	an Eo var 10 namber,	TOTAL (A+C+VAT) €
an EU VAT ID number, the	e VAT will not be charge	Ited above according to the defendant on the defendant on the defendant on the defendant of	please contact the UIA.	/112/CE of November 28, 2006. <b>If you provid</b>
the registration program				al terms and conditions given on page 6 c my payment.
signing this registration	form, grants UIA the r		and distribute the conce	the entire duration of the seminar and, b rned images and recordings by any know charge.
The undersigned ackno on page 6 of the registr		informed of the process	ing of the personal data	contained in this form by UIA, as detaile
F. METHOD OF PA	AYMENT			
Société Génér BIC / SWIFT N	IN Seminar", to the for rale – Agence Paris Ins °: SOGEFRPP	ollowing bank and account of stitutionnels – 50 rue d	int: <mark>'Anjou – 75008 Paris – F</mark> 00 3033 9200 0503 416	rance
☐ By credit card:	O Visa	O Mastercard		
Card N°:		E:	xpiry date:/	3 digits:
Name of card	holder:			
I authorise the Union In	ternationale des Avoca	ats to debit the above m	entioned credit card in t	he amount of <b>€ (EUR)</b>

Signature: .....