



International Distribution Institute

# IDI CONFERENCE 2022

Madrid, 10-11 June 2022

## ANALYSING THE NEW EU RULES ON VERTICAL RESTRAINTS (Regulation 720 of May 10, 2022 and Guidelines - VBER 2022) ADAPTING DISTRIBUTION TO A FAST-MOVING DIGITAL ENVIRONMENT



The COVID 19 pandemic has had a very strong impact on distribution. Online sales to consumers have substantially increased and both suppliers and final customers have learned to go online. At the same time, internet has favoured the development of a closer relationship between manufacturers/suppliers and consumers, through a growing involvement of suppliers in retail distribution (selective distribution, franchising, etc.) and the establishment of ongoing links with consumers through loyalty programs and other similar solutions.

These developments have given rise to new issues in competition policy which have been taken into consideration in the 2022 revision of the EU block exemption regulation (Reg. 720/2022 of May 10, 2022 - VBER 2022) and of the Commission Guidelines on vertical restraints (C(2022) 3006 final of May 10, 2022).

This year we will focus on the way companies are adapting their strategies to this changing environment and how to deal with possible limitations arising out of the VBER 2022.

<b>MORNING SESSION</b>	
<b>CHAIR</b>	<b>Fabio Bortolotti</b> , Buffa Bortolotti & Mathis, Turin; Chair IDI
08:30-09:00	<b>Registration</b>
09:00-09:30	<p><b>Welcome</b></p> <p><b>Fabio Bortolotti</b>, Buffa Bortolotti &amp; Mathis, Turin; Chair IDI, IDI country expert for Italy</p> <p><b>Silvia Bortolotti</b>, Buffa Bortolotti &amp; Mathis, Turin; Secretary General IDI, IDI country expert for Italy</p> <p><b>José María Alonso Puig</b>, Decano del Ilustre Colegio de Abogados de Madrid y vicepresidente del Consejo General de la Abogacía Española</p> <p><b>Luisa Masuet</b>, Chair of the Asociación Española de Franquiciadores (AEF), General Counsel of McDonald's Spain</p>
09:30-09:40	<p><b>Remembrance of Didier Ferrier, vice-chair and co-founder of IDI</b></p> <p><b>Fabio Bortolotti</b>, Buffa Bortolotti &amp; Mathis, Turin; Chair IDI, IDI country expert for Italy</p> <p><b>Dorota Wiellowicz</b>, Yves Rocher Group, Paris</p>
09:40-10:00	<p><b>Updating distribution strategies in the new scenario</b></p> <p>Managing distribution implies by its very nature the need to react timely to market changes and to legal conditions affecting trade. This year we are facing a number of substantial changes: the new attitude of consumers towards online sales, the revision of the EU antitrust rules regarding distribution, the growing trend towards establishing lasting relations with end users through online sales or through selective distribution and/or franchising.</p> <p>In this general session and within the Saturday workshops we will deal with a number of “hot issues” arising within the VBER:</p> <ul style="list-style-type: none"> <li>• Coordinating online and offline sales: dual distribution;</li> <li>• Negotiating agreements with internet platforms: how to comply with the VBER?</li> <li>• Protecting distributors against parallel sales: restrictions on active sales imposed to direct customers</li> <li>• Protecting a selective distribution network against sales by unauthorised distributors from territories not covered by the selective distribution system</li> <li>• Establishing a selective distribution network managed through exclusive distributors in different EU countries</li> </ul> <p>In order to maintain a practical approach, we will privilege case studies, regarding some of the most frequent and/or critical situations, with a view of identifying solutions which satisfy the needs of an effective distribution strategy and comply at the same time with the conditions required by the rules on competition.</p> <p><b>Fabio Bortolotti</b>, Buffa Bortolotti &amp; Mathis, Turin; Chair IDI, IDI country expert for Italy</p>
10:00-10:30	<p><b>DISCUSSION PANEL. How does the expansion of the online channel impact on distribution strategies?</b></p> <p>The growing acceptance by consumers of the online channel, especially after the Covid 19 pandemic, requires a revision of the existing distribution strategies. A panel of commercial and legal experts from business will discuss if and how suppliers might rethink their present distribution strategies.</p> <p>A first issue regards the destiny of the traditional brick &amp; mortar channel. Would it be convenient, with respect to certain categories of products, to abandon the traditional brick &amp; mortar channel and to concentrate on online sales? Or should suppliers pursue a an omnichannel strategy aimed at getting the most from both channels?</p> <p>In order to facilitate the establishment of direct relations with final customers, suppliers can focus on distribution systems which imply a stronger control and involvement in the sale to end users (like selective distribution and franchising). This may facilitate the creation of direct links with</p>

	<p>consumers (e.g. through loyalty programs and other similar means), which may be further implemented online.</p> <p>In certain industries the recourse social networks, bloggers, influencers, etc. may also be a kind of promotion which can bring customers to the online channel.</p> <p><b>CHAIR: Rocío Belda de Mergelina, J &amp; A Garrigues SLP, Madrid</b></p> <p><b>Massimiliano Camellini, Max Mara Fashion Group, Reggio Emilia</b></p> <p><b>Pablo Diaz, Shiseido, Madrid</b></p> <p><b>Riccardo Gaiani, Valentino, Milan</b></p> <p><b>Beatriz González-Cristóbal Poyo, Tous Group, Madrid</b></p>
10:30-11:00	<p><b>The new EU rules on vertical restraints: a general overview</b></p> <p>The new block exemption regulation (VBER 2022) and vertical guidelines (VGL) have introduced a number of important changes regarding the restrictions which benefit of and the restrictions which are excluded from the block exemption. Before analysing specific issues, which arise in this context, the speaker will summarise the main aspects of the new VBER and VGL.</p> <p><b>Johannes Holzwarth, DG Comp, European Commission, Brussels</b></p>
11:00-11:30	<p><b>Coffee break</b></p>
11:30-12:00	<p><b>DISCUSSION PANEL. Coordinating online sales and traditional offline distribution channels (I): the commercial strategies</b></p> <p>A French manufacturer of luxury bags has been selling for years its products to authorised multi-brand retailers, through commercial agents appointed in various EU countries. Due to the growing recourse to online sales by its competitors, the company has decided to follow this trend by establishing a website for sale to consumers in parallel with its offline network.</p> <p>in order to coordinate its B2C sales with the off-line network, the supplier will:</p> <ul style="list-style-type: none"> <li>• deliver part of the products sold online and manage returns through its authorised resellers,</li> <li>• invite online its customers to view the products at the closest retailer's shop,</li> <li>• jointly develop loyalty programs for retailer's customers.</li> </ul> <p>The panel will examine above strategy and other possible means for improving the coordination between parallel networks in view of increasing turnover in both channels.</p> <p><b>CHAIR: Ignacio Alonso, Even Abogados, Madrid; IDI agency and distribution country expert for Spain</b></p> <p><b>Sara Citterio, Trussardi, Milan</b></p> <p><b>Sabrina Costanzo, Campari Group, Milan</b></p> <p><b>Antonio Papalino, L'Oréal, Milan</b></p>
12:00-12:30	<p><b>DISCUSSION PANEL. Coordinating online sales and traditional offline distribution channels (II): complying with antitrust rules on dual distribution</b></p> <p>Coming back to the case study discussed above, the panel will analyse the new rules of the VBER on dual distribution in view of coordinating the activities of the various channels managed by the supplier.</p> <p>Since such coordination necessarily implies a continuous exchange of information between the supplier and resellers, aiming at increasing sales on both channels, the panel will discuss how this strategy can comply with the limitations introduced in the 2022 VBER, especially with respect to dual distribution.</p> <p><b>CHAIR: Joseph Vogel, Vogel &amp; Vogel, Paris; IDI distribution country expert for France</b></p> <p><b>Johannes Holzwarth, DG Comp, European Commission, Brussels</b></p> <p><b>Teresa Rodriguez de las Heras Ballell, Universidad Carlos III de Madrid, Madrid</b></p>
12:30-13:00	<p><b>Discussion</b></p>
13:00-14:30	<p><b>Lunch</b></p>

<b>AFTERNOON SESSION</b>	
<b>CHAIR</b>	<b>Federico Rizzo, Diadora, Caerano San Marco (TV)</b>
14:30-15:00	<p><b>DISCUSSION PANEL. Dealing with delivery platforms and aggregators: the commercial perspective</b></p> <p>The main issues to be discussed by suppliers when negotiating with delivery platforms.</p> <ul style="list-style-type: none"> <li>• The range of digital platform models</li> <li>• Exclusivity ... exclusion of competitors from the platform</li> <li>• Authorities' views at platforms</li> <li>• Parallel sales of competing goods by the platform</li> </ul> <p><b>CHAIR: Marco Hero</b>, Schiedermaier Rechtsanwälte, Frankfurt am Main; IDI franchising country expert for Germany</p> <p><b>Mercedes Clavell</b>, Arco Abogados, Barcelona; IDI franchising country expert for Spain</p> <p><b>John Sotos</b>, Sotos LLP, Toronto</p> <p><b>Carla Wachendorfer</b>, Delivery Hero, Berlin</p>
15:00-15:30	<p><b>DISCUSSION PANEL. Negotiating an agreement with an internet platform: how to comply with VBER 2022?</b></p> <p>The rules applicable to internet platforms (and especially those qualifying the provider of online intermediation services as a "supplier") are not clear. The panel will try to clarify their meaning in the context of a practical case.</p> <p>An Italian company manufacturing a range of high-quality jewellery contacts an internet platform for their distribution to consumers world-wide. The platform agrees to deliver the products to consumers accessing its platform, to cash the price and to transfer the amount to the producer, after having deduced its fee (commission?) for the service. The platform is also distributing competing jewellery acting as reseller.</p> <p>In order to safeguard the high-quality image of its jewels, the producer needs that the platform offers the products at the retail price advertised on its own website, which price has been decided in consideration of need to protect the high-quality image of its products.</p> <p>Two issues arise during negotiation of the agreement between the manufacturer and the platform:</p> <ul style="list-style-type: none"> <li>- Is it possible for the manufacturer to impose to the platform the resale price of its products: <ul style="list-style-type: none"> <li>- if the platform acts as an intermediary (i.e. connection between seller and consumers on the platform, e.g. as commission agent)?</li> <li>- if the platform acts as a buyer-reseller (i.e. purchasing the products from the manufacturer to resale them to consumers)?</li> </ul> </li> <li>- What impact may have the fact that the platform is selling at the same time competing goods?</li> <li>- If the VBER is not applicable, how can the expectations of the producer regarding minimum resale prices be satisfied?</li> </ul> <p><b>CHAIR: Silvia Bortolotti</b>, Buffa Bortolotti &amp; Mathis, Turin; Secretary General IDI, IDI country expert for Italy</p> <p><b>Alban Curral</b>, Carlara &amp; International, Paris</p> <p><b>Benedikt Rohrßen</b>, Taylor Wessing, Munich</p> <p><b>Jordi Ruiz de Villa</b>, Fieldfisher, Barcelona</p>
15:30-15:40	<b>Discussion</b>
15:40-16:10	<b>Coffee break</b>
16:10-17:10	<p><b>Distribution news worldwide</b></p> <p>- <b>One and a half years of application of the new Dutch Franchise Act, Tessa de Monnik</b>, Parker Advocaten, Amsterdam; IDI franchising country expert for Netherlands</p>

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|  | <ul style="list-style-type: none"><li>- <b>Turkish Competition Board decision regarding an individual exemption application for banning the internet sales of the distributor, Hikmet Koyuncuoglu</b>, Koyuncuoglu &amp; Koksal Law Firm, Istanbul; IDI franchising country expert for Turkey</li><li>- <b>The new UK rules on block exemption, John Pratt</b>, Hamilton Pratt, Warwick; IDI franchising country expert for UK</li><li>- <b>Recent Brazilian case law on distribution, José Carlos Vaz e Dias</b>, Vaz E Dias Advogados Associados, Rio de Janeiro; IDI distribution country expert for Brazil</li></ul> |
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## **IDI General Meeting**

**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 the Association, the results achieved in 2021 and the plans for the following years.

The participants will be kindly invited to share their views and opinions about the activity of IDI and make suggestions for the future.

## Saturday 11 June

### Workshops Session

09:30 – 13:00

#### Workshop 1: Commercial agents

<b>CHAIR</b>	<b>Petr Mrazek</b> , Law firm Vítek Mrázek Kramný s.r.o., Prague; IDI agency and distribution country expert for Czech Republic
09:30-10:00	<p><b>DISCUSSION PANEL. The changing role of commercial agents</b></p> <p>The typical activity of commercial agent has changed substantially in the past years. Firstly, in certain sectors (e.g. food industry) principals are often requested by customers to establish a direct relationship, no longer involve commercial agents: when it's a unilateral decision of the customer imposed upon the principal, it may substantially modify the agent's role. In certain industries, the activity of the agent is shifting towards other kinds of services, like the positioning of the contractual products in the shelves, visual merchandising, controlling how the products are presented and sold, etc.. In addition, the use of digital tools, such as CRM, apps, other software, has changed the way the agent operates and also entails a closer relationship between the parties with less operational freedom of the agent. How do these changes impact the contractual relationship in different jurisdictions?</p> <p><b>CHAIR: Arianna Ruggieri</b>, Buffa Bortolotti &amp; Mathis, Turin</p> <p><b>Lukas Charisius</b>, A. Loacker Spa, Auna di Sotto (BZ)</p> <p><b>Henrik Renner Fredriksen</b>, Advokatfirmaet SGB Storlokken AS, Oslo</p>
10:00-10:10	<b>Discussion</b>
10:10-10:40	<p><b>Is agency becoming an alternative to franchising?</b></p> <p>The new challenges from the internet and other sources for brick &amp; mortar retail systems trigger the need to reinvent traditional legal structures for retail models. Franchise corners or shops-in-shops models are moving brands back to different levels of vertical integration. Some agency arrangements, such as "commission affiliation" allow more brand control over the sale of products and services. Are franchisors are required to support the franchisees' efforts to reduce brick &amp; mortar distribution investment and costs? Can franchising as a business model be implemented through agency relationships? This is already being done in China. Would such structures be subject to franchising regulations? Would they be feasible for franchisors within the EU? The session will review reasons and implications for implementing (or not) an evolution of the traditional franchise relationship towards agency, including examples from the EU and China.</p> <p><b>Rocío Belda de Mergelina</b>, J &amp; A Garrigues SLP, Madrid</p> <p><b>Paul Jones</b>, Jones &amp; Co., Toronto; IDI franchising country expert for China</p>
10:40-10:50	<b>Discussion</b>
10:50-11:20	<b>Coffee break</b>
11:20-11:50	<p><b>Is agency becoming an alternative to distribution in the EU?</b></p> <p>Several brands are implementing or studying a transformation of their distributors into agents or commissioners? What are the reasons of this trend towards agency? Reduction of distribution costs, answer to the request of customers for a direct link to the brand, digitalisation, answer to a possible competition of platforms, better marketing mix and pricing policy? What are the pros and cons of agents compared to distributors? What are the main issues of the transition and transformation? The pros and cons of the option between agents and commissioners? How to implement this new organisation?</p> <p><b>Felix Muhl</b>, Noerr Partnerschaftsgesellschaft mbB, Hamburg</p> <p><b>Joseph Vogel</b>, Vogel &amp; Vogel, Paris; IDI distribution country expert for France</p>
11:50-12:00	<b>Discussion</b>

12:00-12:30	<p><b>DISCUSSION PANEL. “True” and “untrue” agents in the new Guidelines</b></p> <p>The Commission specifies in the Guidelines the criteria for distinguishing between "genuine", “true” agency agreements which are not prohibited by Article 101 and "non-genuine", “untrue” agreements, which must comply with the rules governing distribution agreements with resellers. In fact, the distinctive criteria developed by the Commission, which should guide stakeholders, create unnecessary confusion because, under the Guidelines, most "normal" agency agreements could be considered to be "non-genuine" agency agreements.</p> <p>The panel will examine a set of contract clauses, contained in the IDI agency model agreement, which correspond to the current practice within the EU and which may have the effect of preventing the intermediary to be qualified as agent.</p> <p>The main borderline situations to be discussed are the following: agent acting as reseller for limited amounts of contractual products and/or spare parts; agent investing in sales promotion (advertising, fairs, show room); agent supplying repair and assistance/after sale services, agent undertaking a del credere obligation.</p> <p><b>CHAIR: Barbara Terriere</b>, ASTREA Attorney-at-law, Antwerpen; IDI distribution country expert for Belgium</p> <p><b>Pedro da Costa Mendes</b>, TELLES Advogados, Porto; IDI agency and distribution country expert for Portugal</p> <p><b>Barend Santen</b>, Loyal, Amsterdam; IDI agency country expert for the Netherlands</p> <p><b>Olga Szejnert-Rozak</b>, SWKS Szejnert, Winnicka, Kowalczyk, Sosnowska, Warsaw; IDI agency and distribution country expert for Poland</p>
12:30-13:00	<b>Discussion</b>
13:00-14.30	<b>Lunch</b>

## Workshop 2: Exclusive and Selective Distribution

<b>CHAIR</b>	<b>Fabio Bortolotti</b> , Buffa Bortolotti & Mathis, Turin; Chair IDI, IDI country expert for Italy
09:30-09:50	<p><b>Introduction. How is changing the approach to distribution agreements under VBER 2022?</b></p> <p>The VBER 2022 has introduced a number of substantial modifications regarding distribution agreements and selective distribution.</p> <p>First, within the new block exemption the Commission made a very substantial attempt to take into account the differences between the various distribution systems and the possible relations between them, by providing different rules regarding hardcore restrictions for exclusive distribution, selective distribution and other distribution systems. This approach implies rather complicated relations between the different systems, especially when managed in parallel.</p> <p>Second, important changes have been introduced regarding the possibility of prohibiting active sales by the distributor’s direct customers into exclusive territories of other distributors and admitting a shared exclusivity by distributors of the same territory (within the limit of 5).</p> <p>Finally, with respect to selective distribution some important issues regarding the protection of the network against sales to non-authorized distributors and the management of the selective network by exclusive distributors in different territories, need to be clarified.</p> <p>The next discussion panels will discuss a number case studies evidencing critical situations and looking for possible solutions in compliance with the new EU rules on vertical restraints.</p> <p><b>Ginevra Bruzzone</b>, LUISS School of European Political Economy, Rome</p> <p><b>Sara Capozzi</b>, Assonime, Rome</p>
09:50-10:20	<p><b>DISCUSSION PANEL. Protecting distributors against parallel sales</b></p> <p>A company producing high quality eyewear under a prestigious brand (SunnyDays) is selling in the EU through exclusive distributors-importers established in the various EU countries. The distributors undertake to develop sales in their respective countries and to avoid promoting actively sales to the territories granted to other distributors. Recently, a customer/reseller supplied by the Belgian distributor Bluetrade srl), has developed a very aggressive promotion towards final</p>

	<p>customers in Germany and France, proposing discounted prices which damage the actual resellers (optical shops etc.) who cannot compete because it would severely reduce their margins.</p> <p>In view of the VBER 720/2022 SunnyDays decides to modify its distribution agreements by requesting its distributors to impose upon their customers a prohibition to actively sell to buyers of the countries where other distributors are appointed and invites its Belgian distributor to implement the new clause by prohibiting its customers (and especially Bluetrade) to actively sell in territories reserved to other distributors.</p> <p>Bluetrade is forced to accept, but one of its customers, the German company MB Optical decides to revive this online channel through an Estonian affiliated company which agrees to purchase the products from Bluetrade and to sell them online in Germany, France and other countries. Since Estonia is not a country reserved to an exclusive distributor, Bluetrade is free to sell its products to MB, and MB (being a customer of a customer of the Belgian distributor) is free to sell online without limitations.</p> <p>The panel will discuss possible strategies to protect the network from aggressive parallel sales: Reserving the whole EU to SunnyDays for future appointment of exclusive distributors? Transforming the network into a selective distribution system?</p> <p><b>CHAIR: Fabio Bortolotti</b>, Buffa Bortolotti &amp; Mathis, Turin; Chair IDI, IDI country expert for Italy</p> <p><b>Tina Denso</b>, Brödermann Jahn Rechtsanwaltsgesellschaft mbH, Hamburg</p> <p><b>Federico Rizzo</b>, Diadora, Caerano di San Marco (TV)</p> <p><b>Olivier van Fraeyenhoven</b>, ASTREA Attorney-at-law, Antwerpen</p>
10:20-10:30	<b>Discussion</b>
10:30-10:50	<p><b>Appointing more exclusive distributors in the same territory and managing shared exclusivity</b></p> <p>A Belgian manufacturer of beer has a well-established exclusive distributor (A) in Germany, who is mainly selling to supermarkets and only exceptionally to pubs and restaurants. He decides to appoint an additional distributor (B) specialised in the horeca business. Both distributors are to be exclusive, i.e. they are to be protected against direct sales by the supplier and against active sales by other distributors.</p> <p>It is agreed that each distributor will concentrate on its usual target, except in cases where there is already an established relationship between the customer and the other distributor. Furthermore each distributor agrees not to deal with customers that are already supplied by the other distributor. Furthermore the two distributors are invited to consider the possibility of a possible exchange of customers which can be better served by the other one.</p> <p>This solution implies a flexible approach to the division of the respective roles between the two distributors. But does it comply with the VBER? Or should the supplier provide two contracts regarding different groups of customers, which would require a rigid separation between the two distributors?</p> <p><b>Walter van Overbeek</b>, Houthoff, Amsterdam</p>
10:50-11:20	<b>Coffee break</b>
11:20-11:50	<p><b>DISCUSSION PANEL. Protecting a selective distribution network that covers only part of the EU against sales by unauthorised distributors</b></p> <p>The Danish company XX has established a selective distribution network covering the main countries of EU, except Poland, Czech Republic, Slovakia, Bulgaria and Romania.</p> <p>The selected retailers are directly supplied by XX. The selective distribution agreements recognize their right to cross-sales with respect to other selected retailers and provide a prohibition to sell the contractual products to traders not belonging to the network (unauthorised retailers) in order to avoid that the products can be marketed by unauthorised retailers.</p> <p>However, a Greek member of the network decides to sell huge quantities of products to a Romanian wholesaler who delivers them to unauthorised German retailers who do not respect the obligations imposed on the authorised distributors (full range of products, minimum purchase obligations, characteristics and location of the outlet) and are able to sell at extremely low prices.</p> <p>When the supplier challenges these sales to unauthorised traders, the Greek distributor replies that the prohibition to supply unauthorised distributors only applies within the territory where the selective distribution system is operated.</p> <p>The panel will examine a number of possible ways to overcome the problem, such as:</p> <ul style="list-style-type: none"> <li>• to cover the whole EU with the selective distribution network;</li> <li>• to reserve territories not covered to the supplier for future developments;</li> </ul>

	<ul style="list-style-type: none"> <li>to appoint exclusive distributors in the remaining territories and prohibit sales to third parties in such territories (Article 4(c)(i), first indent).</li> </ul> <p><b>CHAIR: Martine de Koning</b>, Kennedy van der Laan, Amsterdam  <b>Karsten Metzloff</b>, Noerr Partnerschaftsgesellschaft mbB, Berlin  <b>Eric Montens</b>, Crowell &amp; Moring, Brussels  <b>Mariarosa Musotto</b>, Porsche Italia, Pordenone</p>
11:50-12:00	<b>Discussion</b>
12:00-12:30	<p><b>DISCUSSION PANEL. Establishing a selective distribution network managed through exclusive distributors in different EU countries</b></p> <p>The French company Parfums Marianne, which is at present selling its parfums and cosmetics through a selective network in France decides to extend its selective distribution network to other EU countries by appointing exclusive distributors for developing and managing the network in their respective country.</p> <p>The distributor appointed for each country will select retailers and appoint them in conformity with the criteria fixed by the supplier and will enter with them into uniform selective distribution agreements in the name of the supplier. The distributors will supply the retailers of their territory and verify their compliance with the distribution agreements.</p> <p>In order to develop and manage the network in their country the distributors request Parfums Marianne to be granted an exclusive right to supply their resellers, through a prohibition imposed upon all other distributors to supply their selected resellers. Parfums is willing to grant a more limited protection by imposing upon its distributors a prohibition of active sales in the territory of other distributors.</p> <p>Does this solution conform to the EU competition rules? If not, what are the alternative solution which may be envisaged?</p> <p><b>CHAIR: Mariaelena Giorcelli</b>, Buffa Bortolotti &amp; Mathis, Turin  <b>Jean-Philippe Arroyo</b>, J.P. KARSENTY &amp; Associés, Paris  <b>Janine Reudt-Demont</b>, Niederer Kraft Frey AG, Zurich  <b>Sam Villiers</b>, J &amp; A Garrigues SLP, Brussels</p>
12:30-13:00	<b>Discussion</b>
13:00-14:30	<b>Lunch</b>

### Workshop 3: Franchising evolution in this changing environment

<b>CHAIR</b>	<b>Beata Krakus</b> , Greensfelder Hemker & Gale, Chicago
09:30-10:00	<p><b>DISCUSSION PANEL. The abuse of economic dependence in franchise agreements: a comparative overview in different jurisdictions</b></p> <p>Many countries have rules on abuse of economic dependence applicable in specific circumstances, as an exception to the general principle of freedom in contracts. However, such rules have been normally applied in extraordinary situations, assessed by Courts on a case-by-case basis, considering that such principle is an exception to the general principle of freedom in contracts in the relations between companies and entrepreneurs. In this respect it is increasingly worrying the attempt of some Courts or competition authorities to apply such rules to franchise agreements, erroneously interpreting as economic dependence a simple unbalanced relation between franchisor and franchisee, which has its justifications in the essence of the contract and which has already a protection of the franchisee as weaker party in other forms (e.g. disclosure laws). The panellist will approach these new tendencies from different perspectives and jurisdiction, with the aim of finding good strategies to challenge these approaches.</p> <p><b>CHAIR: Silvia Bortolotti</b>, Buffa Bortolotti &amp; Mathis, Turin; Secretary General IDI, IDI country expert for Italy  <b>Esther De Félix</b>, Cuatrecasas Gonçalves Pereira, Madrid</p>

	<p><b>Hector Ferreira</b>, Hughes &amp; Hughes, Montevideo; IDI agency and distribution country expert for Uruguay</p> <p><b>Pierre Vermeire</b>, Hanotiau &amp; van den Berg, Brussels</p>
10:00-10:10	<b>Discussion</b>
10:10-10:40	<p><b>The impact of the new EU Rules on franchising contracts</b></p> <p>Several of the new provisions introduced by the new EU VBER and Guidelines affect franchising contracts. Firstly, considering that the franchisor/franchisee relationship is necessarily a form of “dual distribution” not only in case the franchisor sells to final consumer through its own website, but also considering the competition between the franchised and direct brick &amp; mortar points of sales. In addition, all the amended rules on selective distribution apply to several franchise networks operating in the EU, which are organized under the rules of selecting distribution and in this framework “old” and “new” issues are to be considered (e.g. the compatibility between exclusive territory granted to a “selective” franchisee). How can these issues be faced by franchisors? What are the solutions?</p> <p><b>Alisdair Gray</b>, European Franchise Federation, Brussels</p>
10:40-10:50	<b>Discussion</b>
10:50-11:20	<b>Coffee break</b>
11:20-11:50	<p><b>Restaurants: how to manage the relations with delivery platforms from the franchisor’s perspective</b></p> <p>This workshop will focus on current trends with food delivery and issues food service franchisors must consider as they look to refine their delivery offer. Many franchise systems continue to work with third party delivery aggregators that are also expanding their capabilities and may end up competing with franchisees. We will discuss the business and legal considerations for franchisors as they navigate this changing environment.</p> <p><b>Alan R. Greenfield</b>, Greenberg Traurig, LLP, Chicago</p> <p><b>Cristóbal Porzio</b>, Porzio, Rios, Garcia &amp; Asociados, Santiago; IDI agency and distribution country expert for Chile</p>
11:50-12:00	<b>Discussion</b>
12:00-12:30	<p><b>DISCUSSION PANEL. A further approach followed by franchisors managing restaurants in this new scenario: dark kitchens</b></p> <p>UBS predict that the global food delivery market will be worth \$365 billion in 2030, an increase of over 1000% in just over 10 years. This session will review the different models for dark kitchens in a franchising context, the advantages and disadvantages of dark kitchens as well as analyzing the issues for food franchising.</p> <p><b>CHAIR: John Pratt</b>, Hamilton Pratt, Warwick; IDI franchising country expert for UK</p> <p><b>Melissa Murray</b>, Bird &amp; Bird LLP, Dubai</p> <p><b>Bruna Valois</b>, Vaz E Dias Advogados Associados, Rio de Janeiro</p>
12:30-13:00	<b>Discussion</b>
13:00-14.30	<b>Lunch</b>

## Conference Social Program

Thursday 9 June 2022 - Welcome cocktail and dinner

from 6:30 pm

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IDI is pleased to offer a **welcome cocktail and buffet/dinner to all the attendants.**

**Venue:** Hotel Riu Plaza España  
C/ Gran Vía, 84  
Madrid, 28008

**Pre-registration** for the Conference will be held **from 6:30 to 7:30 p.m.**

The **welcome cocktail and buffet/dinner** will be served **from 7:30 to 9:00 p.m.**



Please, confirm your participation by [selecting the relevant box in the registration form.](#)

\*\*\*\*

**Friday 10 June 2022 - Gala Dinner**

**from 8:00 pm**

**Venue:** Casino de Madrid  
Calle Alcalá 15  
28014 Madrid



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

Please, confirm your participation by selecting the relevant box in the registration form.

***Kindly note that to access the Casino de Madrid it is essential to wear a jacket and tie for the gentlemen.***

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## Practical Information

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### Conference venue:

Hotel Riu Plaza España  
C/ Gran Vía, 84  
Madrid, 28008 (Spain)

### How to get there:

From **Madrid** airport (Madrid-Barajas): 30 minutes by taxi or 30-35 minutes by metro

**Language:** English

### Fees:

#### Live:

**900€** Non IDI member

**500€** IDI member having paid his/her yearly subscription fee

**400€** Any additional participant within the same premises of the same organisation as the first participant (i.e. having the same address and VAT code)

#### Streaming: 400€

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

The live fee includes the cocktail/dinner on June 9, 2022, coffee breaks, lunches and paper documentation

Information about special discounts granted to specific associations will be provided to the relevant associations

### Discount policy:

Kindly note that the discounts **cannot be cumulated** and they can be applied on the **full fee of 900€ only**

### Gala dinner:

**Venue:** Casino de Madrid

**Cost:** 140€ per person. Please, **add 22% (VAT) to your payment (only applicable for Italian participants)**

Please, remember that places are limited and must be reserved on time

### Continuing Legal Education / Continuing Professional Development Credits:

Accreditation for CPD/CLE will be required for this conference. In order to request an attendance certificate, please, send an email to [editorial.board@idiproject.com](mailto:editorial.board@idiproject.com)

### Registration and cancellation:

**Registration on-line:** Registration can be made at: <https://www.idiproject.com/conference-member/>

**Registration by Email:** Please, fill in the registration form, and send it by email to:

**Email: [editorial.board@idiproject.com](mailto: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 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 requests received by IDI **on or before 31 May 2022**, 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 the welcome cocktail. Kindly note that to access the Casino de Madrid it is essential to wear a jacket and tie for the gentlemen.

### Hotel Accommodation:

The **Hotel Riu Plaza España (conference venue)** is **sold out** for the nights of June 9 and 11, while a few rooms are still available for the night of June 10.

Other **hotels/apartments** close to the conference venue:

**Plaza España Skyline \*\*\*\*\*:** <https://www.skylineplazaespana.com/en/>

**VP Plaza España Design \*\*\*\*\*:** <https://www.plazaespana-hotel.com/>

**Barceló Torre de Madrid \*\*\*\*\*:** <https://www.barcelo.com/it-it/barcelo-torre-de-madrid/>

**Dear Hotel \*\*\*\*:** <https://www.dearhotelmadrid.com/it/>

**Sterling Hotel Gran Vía \*\*\*:** <https://www.hotelsterlingmadrid.com/IT/home.html>

**El Rincón de Gran Vía \*\*\*:** <https://www.rincondegranvia.com/>

# REGISTRATION FORM

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

(in case of more participants, please, fill-in a registration form for each participant)

**WORKSHOPS:** (Saturday, 11 June 2022): please specify which workshop you will attend:

- I will attend the **FIRST WORKSHOP** (Commercial agents)
- I will attend the **SECOND WORKSHOP** (Exclusive and Selective distribution)
- I will attend the **THIRD WORKSHOP** (Franchising evolution in this changing environment)

**SOCIAL EVENTS:**

- I will attend the **WELCOME COCKTAIL/BUFFET DINNER** on Thursday 9 June 2022 (included in the conference fee)

**FEES:**

**LIVE IDI Conference**

- € 900:** Non IDI member
- € 500:** IDI member having a valid subscription on the day of the conference
- € 400:** Additional participant
- € 400:** Country Expert
- € 0:** Speaker
- Discount granted to **ICAM** (please, check with the relevant association)
- Discount granted to **AEF** (please, check with the relevant association)

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

**STREAMING IDI Conference**

- € 400:** Streaming

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

**Gala dinner**

- € 140:** Ticket for the gala dinner (please, specify the number of tickets: .....)

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

**TOTAL AMOUNT:**

€: .....

**PAYMENT:**

Please make a bank transfer marked «10-11 June 2022 Conference», including a clear reference to the name of the participant 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

The payment should be transferred with no cost to IDI. NO CHEQUES payments are ACCEPTED.

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

Email: editorial.board@idiproject.com

Date .....

Signature .....