

## § 1 Scope of application

1. These General Terms and Conditions for Events (GTC) apply to the provision of rooms, halls and open spaces, to the provision of event-related services and to the provision of mobile facilities at Congress Park Hanau. Congress Park Hanau (hereinafter referred to as “CPH” or the “Venue”) is operated by the City of Hanau, represented by Betriebsführungsgesellschaft Hanau mbH (hereinafter referred to as “BFG” or the “Service Provider”).

2. These GTC apply to natural persons (hereinafter referred to as “Private Individuals”) and to companies, persons carrying out a commercial activity, legal entities under public law and special funds under public law (hereinafter referred to as “Businesses”). In relation to Businesses, these GTC shall also apply to all future contractual relationships until they are replaced by a new or amended GTC version. Contract terms of our Event Organisers that go beyond or contradict these GTC shall only apply if they have been expressly acknowledged by BFG in writing. If deviating agreements are made with the Event Organiser in the contract, these agreements always take precedence over the respective provisions in these GTC.

## § 2 Reservations, formation of contract and additions to contracts

1. Oral, electronic or written reservations for a specific event date only keep open the option to contract at a later point. They are only granted for a limited period of time and are nonbinding with a view to the contract to be formed later on. They end at the end of the (return) period specified in the reservation or in the contract at the latest. There is no entitlement to have an expiring option extended. Reservations and event options are not transferable to third parties. If an event has been held, or premises and spaces have been made available, more than once on certain dates, this does not give rise to any rights for the future, unless otherwise individually agreed under the contract.

2. Event contracts must be entered into in text form in order to be valid. If BFG sends unsigned copies of a contract proposal to the Event Organiser, the contract will only come into existence if and when the Event Organiser signs the copies of the contract it received, sends them to BFG within the return period specified in the contract and receives a countersigned copy of the contract. The text form requirement is also deemed satisfied if copies of the contract are signed by means of an electronic signature.

3. In order to agree subsequent additions or changes to the contract, a notice to this effect must be sent to the other party to the contract in text form and confirmed by the other party. In the same manner, agreements made orally must be confirmed in text form without undue delay. The short-term requirement and the installation of media and event equipment can also be confirmed by way of a handover report.

## § 3 Contracting parties, Event Organiser, event manager

1. The contracting parties are BFG and the Event Organiser specified in the contract. If the Event Organiser conducts the event for a third party (e.g. as an agency), it must disclose this to BFG and name the third party in writing to BFG at the latest upon formation of the contract. As a contracting partner of the operator, the Event Organiser remains responsible for all obligations incumbent on the “Event Organiser” according to the wording of these GTC. If the Event Organiser changes or the Venue or any part of it is surrendered to a third party with or without a fee, this shall require the express written consent of BFG.

2. Before the event, the Event Organiser must name a representative in writing to BFG who is authorized to make decisions with the management of the event and who, at the request of the BFG, will perform the function and tasks of the event manager in accordance with the Hessian Guideline on the Construction and Operation of Event Venues

[Hessische Versammlungsstättenrichtlinie - HVStättR].

3. In the event that the obligations incumbent on the Event Organiser under these GTC are not fulfilled, this may result in restrictions or cancellation of the event.

## § 4 Object of the contract, award principles, contractual penalty

1. Spaces, premises, halls or open spaces are made available based on officially approved emergency escape route and seating plans with a fixed visitor capacity for the purpose specified by the Event Organiser. The exact designation of the property, the maximum visitor capacity and the purpose of use shall be specified in writing in the contract. If no information on visitor capacity is provided, the customer shall have the right to inspect the existing and approved escape route and seating plans at any time, explaining the planning for its event. Regulatory and sovereign orders to reduce visitor capacity must be observed. The customer must ensure that no more than the permitted number of visitors are admitted to the Venue for its event.

2. At the request of BFG, the Event Organiser must provide information about the client (e.g. association statutes), the purpose of use, in particular the content of the event (e.g. programme, list of speakers, posters).

3. Any change of use requires the prior written consent of BFG. The Event Organiser undertakes to give written notice of any intention to change the use without undue delay.

4. Changes to the premises, halls or buildings made available, changes to emergency escape routes and seating plans as well as additional set-ups and installations can only be made with the written consent of BFG and subject to any necessary official approvals. The duration, cost and risk of approval are the sole responsibility of the Event Organiser.

5. Award principles, contractual penalty:

- (1) By entering into the contract, the Event Organiser acknowledges that it will not tolerate any racist, anti-Semitic, Islamist, anti-democratic, unconstitutional or illegal content at its event that constitutes a criminal offence according to Secs. 86, 86a, 90, 90a-c, 111, 130, 140, 185, 186, 187, 192a, 241 of the German Criminal Code [Strafgesetzbuch – StGB] or Sec. 20 Para. 1 No. 5 of the German Act Regulating the Public Law of Associations [Vereinsgesetz – VereinsG]. The Event Organiser shall actively intervene
  - when violations of the kind referred to in sentence 1 occur during the event
  - exclude participants and visitors from the event (exercise domiciliary rights) who violate the principles referred to in sentence 1
  - interrupt the event in the event of a continuing violation of the kind referred to in sentence 1
  - cut the event short if violations continue.

(2) If the Event Organiser culpably violates its contractual obligations under paragraph (1) sentence 2, it must pay BFG a contractual penalty of up to 50,000 euros for each case of violation to be determined by BFG at its reasonable discretion and, in the event of a dispute, to be reviewed by a court. This shall be without prejudice to the right to assert further damage, taking into account the contractual penalty paid, and the right to termination without notice for good cause.

(3) BFG reserves the right to make a statement against discrimination of any kind, in particular anti-Semitism and for democracy, at all events.

**§ 5 Handover, treatment with due care, return**

1. Before the event, usually at the start of set-up, each contracting party may request a joint inspection and viewing of the event areas made available and of the emergency exits and escape routes. If the Event Organiser finds any defects or damage on the object of the contract, they shall be notified to BFG in writing without undue delay. Both parties can request that a handover report be prepared in which the condition and any defects or damage are to be documented. If a handover report is not drawn up, it is to be assumed that, apart from the usual signs of use, there are no visible defects present at the time of the inspection. If the Event Organiser discovers damage at a later point, or if the Event Organiser or its visitors cause any damage, the Event Organiser is obliged to notify BFG without undue delay. The Event Organiser is recommended to take photos of visible pre-existing damage and, if possible, to notify BFG of this by electronic means before the event.

2. The Event Organiser shall ensure that the areas of the Venue made available to it, including the equipment located therein and thereon, are treated with due care and kept in a clean condition. All types of damage must be reported to BFG without undue delay. If there is an imminent risk of damage increasing, the Event Organiser must take the immediate measures necessary to mitigate the consequences of the damage without undue delay.

3. All objects, set-ups and decorations brought in for the event must be completely removed, and the original condition must be restored, by the agreed deadline for clearing the venue. Items remaining in the Venue can be removed at the cost of the Event Organiser. If the object of the contract is not returned in a fully cleared condition in due time, the Event Organiser must in any case pay a compensation for use equal to the usage fee. In the event that the Venue is soiled more than what is usually to be expected after an event, BFG shall have the right to charge the Event Organiser a surcharge for cleaning. The right to assert further claims in the event of damage or delayed return of the object of the contract remains reserved. Tacit extension of the contract in the event of late return is excluded. The provision of Sec. 545 of the German Civil Code [Bürgerliches Gesetzbuch - BGB] does not apply.

**§ 6 Fees, ancillary costs, additional services**

1. The contractually agreed fee can be inferred from the contract and from the overview of costs and services of BFG attached to the contract. Additional services and ancillary costs that cannot yet be specified at the time of formation of the contract, such as the provision and operation of event equipment, the appointment of specialists, if necessary, fire safety guards, admission and security services or paramedic services as well as any necessary interim or special cleaning, shall be remunerated separately.

2. If the period between the formation of the contract and execution of the event is longer than four months, BFG shall have the right to charge the costs for services, personnel and consumption-related services on the basis of the current price list applicable at the time of the execution of the event. In such a case, a possible price increase may not exceed 10% of the originally agreed price.

3. From 14 days before the start of the event, BFG shall have the right to add a surcharge of up to 20% to the additional costs for the short-term provision or short-term modification of (additional) services, provided that this is feasible.

4. All services and ancillary costs incurred will be invoiced after the event has been held, taking into account any advance payments made.

5. All agreed fees and payment obligations are due immediately after issuance of an invoice without discount and must be paid by

bank transfer into the account specified in the contract or the claim within 14 days. In the event of late payment, default interest will be charged, in the case of Businesses at a rate of 9% and in the case of Private Individuals at a rate of 5 percentage points above the applicable base rate of the European Central Bank. The right to prove that the damage actually caused by late payment was higher is reserved.

**§ 7 Advertising and liability for unlawful advertising**

1. All advertising of the Event shall be the responsibility of the Event Organiser. Advertising activities in the premises and on the grounds of the CPH require the consent of BFG. After consultation, the advertising activities can be undertaken by BFG for a fee. BFG has the right to make reference to the event in the event programme and on the Internet unless the Event Organiser objects in writing.

2. The Event Organiser irrevocably indemnifies BFG against all claims arising from the fact that the event or the advertising for the event violates the rights of third parties (in particular copyrights, image and name rights, trademark rights, competition rights, personal rights) or other statutory provisions. The indemnification obligation also extends to any warning, court and legal costs incurred.

3. Poster advertising without official approval is prohibited by law and renders the Event Organiser liable for damages.

4. The Event Organiser must be specified on all printed matter, posters, tickets, invitations, etc., in order to make it clear that a legal relationship is established between the event visitor and the Event Organiser and not between the visitor or third parties and BFG.

**§ 8 GEMA fees**

The timely notification of works subject to GEMA fees to GEMA and the timely payment of GEMA fees are the sole obligations of the Event Organiser. In good time before the event, BFG may require the Event Organiser to provide written evidence of registration of the event with GEMA, written evidence of payment of GEMA fees and/or written evidence of invoicing by GEMA to the Event Organiser. If the Event Organiser is unable or unwilling to provide such evidence, BFG may demand a security deposit from the Event Organiser in the amount of the GEMA fees expected to become payable.

**§ 9 Production of audio, audio-visual and visual recordings**

1. Audio recordings, audio-visual recordings, visual recordings as well as other recordings and transmissions of the event of all kinds (radio, TV, Internet, speakers, etc.) also require the written consent of BFG, subject to the consent of the copyright and ancillary copyright holders involved. BFG shall have the right to make the consent to this conditional on the agreement of a fee to be paid.

2. BFG has the right to make or have made audio-visual recordings as well as drawings of event procedures or exhibited or used objects for the purpose of documentation or for self-publishing unless the Event Organiser objects in writing. The objection must be declared to BFG in writing 2 weeks before the start of the event.

**§ 10 Official permits, statutory reporting obligations, levies**

1. The Event Organiser must comply with all official and statutory reporting, notification and approval obligations for the event at its own expense.

2. The Event Organiser must comply with the relevant regulations applicable at the time of the event, in particular those of the State Building Regulation [Landesbauordnung - LBauO], the German Health and Safety at Work Act [Arbeitsschutzgesetz - ArbSchG], the German Industrial Code [Gewerbeordnung - GewO], the

German Protection of Minors Act [Jugendschutzgesetz - JuSchG] and the accident-prevention provisions of the German employers' liability insurance associations [Berufsgenossenschaften] as well as the provisions of the Hessian Guideline on the Construction and Operation of Event Venues [Hessische Versammlungsstättenrichtlinie - HVStättR].

3. For events that are to take place on Sundays and public holidays, the Event Organiser and the service providers commissioned by it shall be responsible for applying for exemptions, in particular under the Hessian Holiday Act [Hessisches Feiertagsgesetz - HFeiertagsG] and the German Working Hours Act [Arbeitszeitgesetz - ArbZG]. The trade law determination of trade fairs and exhibitions and the associated exemptions according to the HFeiertagsG are also the sole responsibility of the Event Organiser. To the extent that the Event Organiser intends to hold a legally non-privileged event on a Sunday or public holiday, it is advised to submit a preliminary request to the competent authority before entering into the contract. The approval risk remains with the Event Organiser in any case. This also applies if BFG agrees to submit the application on behalf of the Event Organiser or to forward documents to the competent authorities.

4. The Event Organiser bears the taxes arising from the execution of the event. The payment of any artists' social security contributions to the artists' social security fund for all artists commissioned by the Event Organiser and the payment of income and sales tax for (foreign) artists with limited tax liability is the sole responsibility of the Event Organiser.

#### **§ 11 Management**

Catering in the CPH is provided by caterers contracted by BFG. The Event Organiser must ensure that its visitors do not bring or consume their own food or beverages at the CPH. Food or beverages can be provided by the Event Organiser or a third party commissioned by it against payment of a reasonable fee (catering fee) after express and written agreement with BFG.

#### **§ 12 Cloakrooms**

1. The visitor cloakrooms are managed by BFG. BFG makes the decision as to whether and to what extent the cloakroom will be made available for an event. The Event Organiser may demand that the visitor's cloakroom be staffed if it agrees in return for that to pay the management costs. Income from cloakroom fees is used to cover management costs and thus lessens the financial burden on the Event Organiser. Only BFG is entitled to the income from cloakroom charging.

2. If the cloakroom is operated during an event, visitors are to be encouraged by the Event Organiser to leave their coats in the cloakroom. If the cloakrooms are not operated, BFG does not accept any custody and safekeeping obligations for coats or other belongings left in the cloakroom. In this case, the Event Organiser bears the sole risk of liability for lost coats or other belongings of the visitors of his event.

3. The cloakroom fee is to be paid by visitors at the rate displayed on site.

#### **§ 13 Fire security guard service, paramedic service**

A fire security guard service of the Hanau fire brigade and the paramedic service will be notified by BFG depending on the type and size of the event. The scope of these services (deployment times and number of persons to be provided) depends on the type of event, the number of visitors, the eventspecific risks and the potential determinations by the authorities in the individual case in question and is determined by BFG in coordination with the relevant bodies. If the large stage and scene areas larger than 200 m² are used and the number of visitors exceeds 800 people, fire security guards are always required. The costs arising from the

presence and use of these services shall be borne by the Event Organiser.

#### **§ 14 Visitor admission and security personnel**

1. BFG provides the necessary visitor admission and security service at the cost of the Event Organiser. Only qualified personnel who are sufficiently familiar with the CPH even in the event that a building needs to be evacuated may be used as visitor admission and security personnel.

2. The number of visitor admission and security personnel required is determined by the type of event, the number of visitors, potential event risks and by any additional requirements of the construction and security authorities and fixed on this basis by BFG.

3. BFG shall commission the visitor admission and security service personnel at the cost of the Event Organiser. The Event Organiser will be informed of the expected costs, as far as possible, at the time of formation of the contract. The Event Organiser is generally unable to provide or commission visitor admission and security personnel.

4. If there is an intention to have visitor admission and security personnel provided or commissioned by the Event Organiser in individual cases - based on the nature of the event or the specific requirements to be met by the visitor admission and security personnel - this can only be done after prior written request to BFG and express approval by BFG. This shall be without prejudice to the provision of paragraph 2 regarding the determination of the number of personnel to be provided. In addition, in this case, the paid presence of at least two BFG security employees in the capacity of duty managers and/or supervisors in charge is mandatory. BFG has the unrestricted right at any time to refuse to use the alternative visitor admission and security service proposed by the Event Organiser without stating reasons.

#### **§ 15 Persons responsible for event equipment**

If stage, studio or lighting equipment is to be set up for the event and / or the stage is to be used, "persons responsible for event equipment" [Verantwortliche für Veranstaltungstechnik] or "specialists for event equipment" [Fachkräfte für Veranstaltungstechnik] are to be provided at the cost of the Event Organiser in accordance with Sec. 40 HVStättR.

#### **§ 16 Liability of the Event Organiser, insurance**

1. The Event Organiser bears the legal duty to maintain safety [Verkehrssicherungspflicht] in the Venue CONGRESS PARK HANAU with regard to all equipment, set-ups, suspensions and decorations brought by it as well as with respect to the safe running of his event.

2. The Event Organiser must return the Venue to BFG in the condition in which the Event Organiser took it over from BFG. The Event Organiser is liable for all damage caused by the Event Organiser, its vicarious agents [Erfüllungs- und Verrichtungsgehilfen] or by the participants of its event in connection with the event.

3. Damage that is attributable to events falls within the sphere of risk of the Event Organiser to the extent that it is due to the nature of the event, its participants or the content or processes of the event. The Event Organiser is also liable for damage caused by riots or as a result of demonstrations against the event or by similar occurrences in response to the event.

4. In addition to personal injury and damage to the Venue and its equipment, the scope of the Event Organiser's liability also includes damage caused by the fact that third party events cannot be held at all or cannot be held as planned.

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5. The Event Organiser shall indemnify BFG against all claims of third parties arising in connection with the event to the extent that these are the responsibility of the Event Organiser, its vicarious agents [Erfüllungs- und Verrichtungsgehilfen] or participants or visitors. Any contributory negligence on the part of BFG and its vicarious agents must be taken into account pro rata. The responsibility of BFG for ensuring the safe condition and maintenance of the Venue in accordance with Sec. 836 BGB remains unaffected.

6. The Event Organiser shall be under an obligation to take out Event Organiser liability insurance (hereinafter also referred to as "insurance") for the event with the following coverage amounts:

- 5,000,000.00 EUR lump sum for personal injury and property damage
- 5,000,000.00 EUR for (rental) property damage to the building and premises
- 250,000.00 EUR for extended (rental) damage to premises and equipment
- 50,000.00 EUR due to (rental) damage to property by visitors

The fact that insurance is taken out does not limit the liability of the Event Organiser as to the amount. The liability of the Event Organiser according to § 16 numbers 1 to 5 remains unaffected by the signing of the insurance contract. The obligation to take out insurance is a material contractual obligation.

Upon request, BFG shall take out the insurance at the cost of the Event Organiser. If the Event Organiser does not prove at least 14 days before the event that insurance cover as specified above is in place, BFG shall have the right to take out the insurance in the interest of the Event Organiser and to charge the costs.

### § 17 Liability of BFG

1. Strict liability of BFG for damages for hidden defects (Sec. 536a Para. 1, 1st Alternative BGB) of the Venue and its equipment upon formation of the contract is excluded. The right to a reduction of the fees based on defects is not affected by this, provided that BFG is notified of the defect or the intention to reduce the fees during the period in which the Venue is made available if the defect is visible and correctable.

2. BFG is liable for damages for damage to property and financial losses suffered by an Event Organiser due to a grossly negligent or intentional breach of duty by BFG or if BFG has expressly given a guarantee for the services to be provided. Any further liability of BFG for damages is excluded with the CONGRESS PARK HANAU exception of liability for personal injury as well as in the event of breach of material contractual obligations (cardinal obligations). Cardinal obligations or material contractual obligations are understood to mean those obligations the fulfilment of which makes the proper performance of the contract possible in the first place and on the observance of which the contractual partner usually relies and may rely, i.e. the cardinal contractual obligations.

3. If BFG is responsible for personal injury or the violation of cardinal obligations, BFG is liable in deviation from § 17 number 2, in accordance with the statutory provisions, even in the event of a breach of duty based on simple negligence. In the event of a breach of cardinal obligations, however, BFG's liability for damages in cases of simple negligence is limited to the average direct damage that is foreseeable and typical for the type of contract concerned according to the nature of the contractual agreement.

4. BFG is not liable for damage caused by measures to maintain order and security. If, as a result of a misassessment of risks, the event is cancelled, restricted or cut short at the instruction of BFG, BFG shall not be liable for cases of simple negligence. BFG's liability is also excluded if an event must be interrupted, restricted,

modified, cancelled or cut short at the instruction of the authorities.

5. BFG does not accept liability for loss of or damage to the objects, equipment, set-ups or other valuables brought in by the Event Organiser, unless a paid or special custody agreement has been made. At the request of the Event Organiser, a security company approved in accordance with Sec.

34a GewO may be commissioned at the cost of the Event Organiser to guard third-party property.

6. The limitations of liability according to the above § 17 numbers 2 to 5 also apply in favour of the legal representatives and vicarious agents of the operator.

### § 18 Cancellation, rescission, cancellation of the event

1. If the Event Organiser does not execute the event for a reason for which BFG is not responsible, or if it wishes to reschedule the event, the Event Organiser shall be obliged to pay the following flat rate for damages, based on the agreed fees:

In the event that the event is cancelled

- up to 12 months before the start of the event, 30%
- up to 6 months before the start of the event, 50%
- up to 3 months before the start of the event, 75%
- thereafter, 90%

The damage calculation applies mutatis mutandis in the event of a reduction of space, partial cancellation or rescheduling of an event.

2. Cancellation by the Event Organiser must be in text form.

3. Costs incurred as a result of the cancellation of the event for third-party services already commissioned (security service, paramedic service, fire brigade, cloakroom personnel, equipment, etc.) are to be reimbursed by the Event Organiser on a case-by-case basis upon presentation of proof, unless they are included in and listed in the fees according to § 18 clause 1.

4. The Event Organiser remains at liberty to prove that no or significantly lower damage has occurred or that the cost is lower than the required compensation for loss.

5. If the damage incurred to BFG is higher, BFG shall have the right to present the damage in the actual amount instead of the flat-rate compensation for loss and to have it compensated by the Event Organiser.

### § 19 Rescission, termination

1. BFG shall have the right to rescind the contract in the event of a breach of material contractual obligations after a deadline that has been set with the threat of rejection has expired fruitlessly, in particular if:

- a) contractually agreed payment obligations are breached,
- b) evidence that the agreed Event Organiser's liability insurance that has been taken out and is in place is not furnished,
- c) a change of use takes place without the consent of BFG,
- d) the Event Organiser did not expressly inform BFG upon formation of the contract that highly polarizing political, radical or anti-Semitic content, artists or speakers (according to clause 4.5) are expected to come up at the event and a special security concept according to Sec. 43 Para. 1 *H-VStättR* therefore needs to be developed and agreed,
- e) official permits and approvals for the event have not been received,
- f) statutory regulations, official requirements, permits or safety and fire protection regulations are violated by the Event Organiser,
- g) the contractual agreements, in particular the "security provisions" and the "house rules" are violated,



- h) a violation of information and submission obligations according to § 4 number 2 of these GTC occurs,
- i) the Event Organiser does not comply with its statutory and official obligations – only to the extent that they are associated with the event – or notification, reporting and payment obligations undertaken by contract towards BFG or towards authorities, paramedic and rescue services or towards GEMA/GVL,
- j) insolvency proceedings have been instituted over the assets of the Event Organiser or the institution of insolvency proceedings has been rejected for insufficiency of assets and the Event Organiser or, in its place, the insolvency administrator does not fulfil its obligations under the contract or does not do so in due time.

2. If BFG exercises its right of rescission for one of the reasons mentioned in § 19 clause 1, the claim to payment of the agreed fees continues to exist, but BFG must accept that saved expenses are offset.

3. If the Event Organiser is an agency, BFG and the agency are entitled to a special right of termination in the event that the client terminates or withdraws the order from the agency. This special right of termination can only be exercised if the client fully assumes all rights and obligations from the existing contract with BFG from the agency and provides adequate security at the request of BFG.

4. The city of Hanau shall have a preferential right to occupy the CPH up to and including 3 months before the start of the event. If the City of Hanau avails itself of its right of occupancy and this is the reason why the event agreed with the Event Organiser cannot be held, the event will either be rescheduled to another date or the contract will be cancelled at the choice of the Event Organiser. If the contract is cancelled, the Parties shall reimburse each other for what has been done up to that point. Any claims of the Event Organiser for damages are excluded.

## § 20 Force majeure, restriction of energy supply

1. Force majeure is an external event that has a massive impact on the contractual relationship that is unforeseeable by human judgement and experience, which cannot be prevented or rendered harmless by economically reasonable means – even with the utmost care that can reasonably be expected according to the circumstances.

2. If an event cannot be held on the agreed date due to force majeure, both parties shall have the right to rescind the contract if no agreement is reached on the rescheduling of the event.

3. In the event of rescission or rescheduling, the Event Organiser remains obliged to compensate expenses already incurred on the part of the operator. The expenses include the costs for external services already commissioned as well as the costs of the operator for the preparation of the execution of the event. These can be compensated at a flat rate of up to 25% of the agreed fees, regardless of their actual amount, unless the Event Organiser objects. If they are charged according to actual expenses, there is no limit to the amount. Apart from that, both contracting parties are released from their payment and performance obligations.

4. Weather events such as ice, snow and other "bad weather" with the exception of floods in the vicinity of the meeting place are not cases of "force majeure" within the meaning of the present Terms and Conditions for Events.

5. The number of visitors present and the absence of speakers, performers, artists and other participants of the event fall within the sphere of risk of the Event Organiser. Occurrences affecting the event from outside, such as demonstrations, threat scenarios

and threat situations, which can cause the event to be cancelled or cut short by the Event Organiser, by BFG or by order of authorities, also fall within the sphere of risk of the Event Organiser, since the aforementioned events are influenced by the nature of the event, its content and the media perception of the event. The Event Organiser is recommended to take out interruption and default insurance for its event to the extent that it wishes to hedge the financial risks associated therewith accordingly.

6. The interruption or significant restriction of the supply of energy to the Venue, in particular through interventions in the supply network and through sovereign orders that lie outside the sphere of influence of BFG, shall be deemed equivalent to force majeure. The assertion of damages and the reimbursement of expenses are excluded in such a case for both parties to the contract.

## § 21 Early ending of events

In the event of a breach of material contractual obligations, safety-relevant regulations and in the event of special danger situations, BFG may require the Event Organiser to immediately vacate and deliver up the object of the contract. If the Event Organiser does not comply with a request to this effect, BFG shall have the right to have the Venue vacated at the cost and risk of the Event Organiser. In such a case, the Event Organiser remains obliged to pay the full fee. Further claims against the Event Organiser for damages remain unaffected.

## § 22 Compliance with specific and event-related safety regulations

1. The Event Organiser must comply with the "safety regulations" of the CPH.

2. If ornamentalations/ decorations are to be brought into the occupied premises for an event, if platforms/stages/scene areas are to be used, erected or if stage, studio, lighting or other technical equipment is to be set up, the Event Organiser must inform BFG of this in writing no later than 4 weeks before the event.

3. Event Organisers who hold a trade fair or exhibition at the CPH shall specify the "safety regulations" of the CPH as binding standards for their exhibitors. The Event Organiser is obliged to BFG to ensure compliance with these provisions.

4. The Event Organiser will receive the provisions mentioned above in clause 1 in writing on request unless these documents are already attached to the contract as an annex.

## § 23 Non-Smoker Protection Act

Upon formation of this contract, the Event Organiser is granted the domiciliary rights to implement the Hessian Non-Smoker Protection Act [*Hessisches Nichtrauchererschutzgesetz - HessNRSG*]. The Event Organiser is obliged to enforce the smoking ban against visitors. It must inform about the smoking ban and take all necessary action in the event of violations in order to prevent further violations.

## § 24 Data protection and data processing

1. BFG makes the property specified in the contract available to the Event Organiser for the execution of events and provides event-related services through its own employees and through commissioned service providers. In order to fulfil the contractually agreed business purposes, the personal data transmitted by the Event Organiser to BFG will also be processed in accordance with the provisions of the EU General Data Protection Regulation (GDPR) and the German Federal Data Protection Act [*Bundesdatenschutzgesetz - BDSG*]. For its part, the Event Organiser is obliged to inform all data subjects whose data is transmitted to BFG in the course of planning and execution of the event about the purposes specified in § 24.2 to 24.4.

2. Service providers for services supporting the event receive personal data of the Event Organiser and its contacts with decision-making authority from BFG for the provision of their services to the extent that this is necessary for the performance of the contract or corresponds to the legitimate interests of the Event Organiser according to Art. 6 Para. 1 (f) GDPR. In addition, BFG uses the Event Organiser's data for mutual information and communication before, during and after an event as well as for its own offers in support of the event.

3. Personal data of the Event Organiser, the event manager and its contacts with decision-making authority may also be transmitted to the competent authorities, in particular the police, the fire brigade, the public order office and the paramedic and rescue service, in order to coordinate the respective safety concept for the event.

4. BFG processes and stores all personal data that it receives from the Event Organiser as long as this is necessary for the fulfilment of contractual and statutory obligations. These data are usually deleted by BFG after 5 years in compliance with tax and commercial law, unless the business relationship is continued.

5. If a data subject no longer agrees to the storage of their personal data or if their personal data are no longer correct, BFG will, upon appropriate instruction, delete or block the data or make the necessary corrections. For this purpose, the data subject may send an email to XXXX at any time. Upon request, the data subject will receive information free of charge about all personal data that BFG has stored about the data subject.

#### **§ 25 Final provisions and place of jurisdiction**

1. The contractual relationship is governed exclusively by German law. The place of performance shall be Hanau. The courts of Hanau shall have jurisdiction to adjudicate any disputes arising out of or relating to this contract.

2. Should individual provisions of the contract, these GTC or the "security provisions" be or become invalid, this shall not affect the validity of the remaining provisions of the contract. In lieu of the invalid provision, the statutory provisions shall apply.

Hanau, November 2024