

# Terms and Conditions for Events (TCEs)

## EUREF-Event GmbH

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## **§ 1 Applicability**

1.1 These Terms and Conditions for Events (TCEs) of EUREF-Event GmbH (hereinafter referred to as the “Operator”) apply to the conducting of events on the EUREF Campus (hereinafter referred to as the “Event Location”), in particular to the provision of rooms, halls and areas, to the rendering of event-related services and to the provision of mobile furnishings and equipment and technical equipment.

1.2 Additional or conflicting contract terms of the customer’s do not apply unless the Operator has expressly accepted them in writing. If agreements are set forth in the contract which differ from these TCEs, such agreements always supersede the corresponding provision in these TCEs.

## **§ 2 Contract partners, Event Holders, representatives authorized to take decisions**

2.1 The contract partners are the Operator and the Event Holder specified in the contract. If the Event Holder conducts the event for a third party (e.g. as an agency), the Event Holder must disclose this to the Operator and name the third party by the time the contract is concluded with the Operator. As a contract partner of the Operator, the Event Holder remains responsible for all duties which the “Event Holder” is obliged to perform as per the provisions of these TCEs. Any change of Event Holder or assignment of the Event Location in whole or in part to a third party for a charge or free of charge requires the express written consent of the Operator.

2.2 Prior to the event, the Event Holder must provide the Operator with the name in writing of a representative who has been authorized to take decisions for leading the event; at the request of the Operator, this representative takes on the function and responsibilities of an event manager in accordance with the Berlin Directive on the Operation of Building Structures (BetrVO BI).

2.3 The duties which the Event Holder is obligated to perform as per these TCEs may, in the case of non-fulfilment, lead to restriction or cancellation of the event.

## **§ 3 Reservations, conclusion of the contract, amendments to the contract**

3.1 Oral, electronic or written reservations for a specific event date only serve to keep the option of concluding the contract at a later point in time open. They are only granted for a limited time and are non-binding in terms of conclusion of the contract at a later point in time. They end at the latest upon expiration of the (reply) deadline specified in the reservation or in the contract. There is no entitlement to extension of an option which is about to expire. Reservations and event options are not transferrable to third parties. The repeated conducting of an event or the repeated provision of rooms and areas at specific times do not constitute any rights for the future, unless individual provision for such is specified in the contract.

3.2 In order for the conclusion of event contracts to be effective, the contracts must be in writing and signed by both parties to the contract.

3.3 If the Operator sends the Event Holder versions of a contract proposal which are not yet signed, the contract does not become effective until the Event Holder has signed two copies, sent them to the Operator within the return period specified in the Contract and received a countersigned copy of the contract back. The offer and the signed copies of the contract can be transmitted electronically or sent by post.

3.4 If additions or amendments to the contract are agreed upon in the course of performing the contract, the written requirement is deemed as fulfilled if the respective declaration is transmitted electronically or by fax and is confirmed by the other party. In the same manner, oral agreements are to be confirmed in writing without delay. It is also possible to confirm the short-term request and set-up of media- and event-related equipment and furnishings by means of a handover certificate.

## **§ 4 Object of the contract**

4.1 The object of the contract is the provision of areas and rooms in the specified Event Location for the purpose specified by the Event Holder, as well as the rendering of event-related services. The Event Location is provided on the basis of approved emergency route and seating plans, which the Event Holder can view at any time. New plans or initial plans which differ from plans which have already been approved must be submitted to the building authority which has jurisdiction well enough in advance of the event (at least 6 weeks beforehand) so that they can be approved. The Event Holder bears costs and risk of the ability to obtain permits from the authority.

4.2 The Event Holder is granted limited usage rights for the use of general circulation areas, pathways, WCs, coat checks and foyers for the duration of his/her event. In particular, the Event Holder accepts that these areas may also be used by third parties. If several events are held at the Event Location at the same time, every Event Holder is to act in such a way as

to ensure that no other event is disrupted if at all possible. The Event Holder is not contractually entitled to restrict the event of another event holder.

4.3 The functional premises and areas contained at the Event Location, e.g. workshop areas, equipment rooms and offices are not the object of the contract and are not made available to the Event Holder, inasmuch as no deviating provision is agreed upon in the contract or in the annex to the contract. This also applies to all wall and building areas as well as to windows, ceilings and wall areas outside of the Event Location, in particular in the proximity of general circulation areas and foyers.

4.4 Any amendment to the event title, event time period, event type, agreed upon event content, purpose of usage specified in the contract or change of contract partner as well as any "assignment to third parties" (e.g. subletting for a charge or free of charge) require the previous written consent of the Operator. It is possible to refuse to grant consent without specification of reasons. Consent is only possible if the interests of the Operator are not negatively affected with regard to events which are already being held or which are planned.

## **§ 5 Handover, appropriate treatment, return**

5.1 Prior to the event, usually at the start of setting up, each party to the contract can demand a joint inspection of the site and the provided event areas as well as emergency exits and emergency routes. If the Event Holder finds defects or damage to the object of the contract, the Operator is to be immediately informed of such in writing. Both parties can demand that a handover certificate be made in which the condition and any defects or damages are to be documented. If it is decided that no handover certificate is to be created, it is to be assumed that no noticeable defects were evident beyond the usual signs of wear at the time of the site inspection. If at a later point in time the Event Holder determines that there is damage or that damage has been caused by the Event Holder or the Event Holder's visitors, the Event Holder is required to immediately notify the Operator of such. It is recommended that the Event Holder should photograph any noticeable early-stage damage, and notify the Operator of this and transmit the photographs electronically prior to the event if possible.

5.2 The Event Holder is to ensure that the areas of the Event Location made available to him/her including the furnishings and equipment located in and on these areas are treated with care and kept clean. Damages of any kind are to be immediately reported to the Operator. If there is direct risk of damage becoming more extensive, the Event Holder is to initiate immediate measures without delay as required to minimize the consequences of the damage.

5.3 Any objects, installations or decorations brought in for the event are to be removed without a trace and the original condition restored by the agreed upon end of dismantlement. Any objects left at the Event Location may be removed subject to a charge to be borne by the Event Holder. If the object of the contract is cleared upon returned, the Event Holder will in any case be required to pay a loss-of-use indemnification which corresponds to the charge for use. In the case that the Event Location is especially dirty, beyond what is usual for this kind of event, the Operator is entitled to charge the Event Holder for additional cleaning costs. The right to assert further claims in the case of damage or late return of the object of the contract is reserved. Tacit extension of the contractual relationship in the case of late return is excluded. Provision § 545 of the German Civil Code (BGB) does not apply.

## **§ 6 Charges for use, payments**

6.1 The contractually agreed upon charge results from the contract or from a cost and activity account submitted by the Operator and included with this contract. Unless expressly agreed upon otherwise, all agreed upon charges do not include the turnover tax applicable at the time the services are rendered.

6.2 The scope and the costs to be borne by the Event Holder for personal safety services (security services, medical services, fire safety monitoring) depend on the type of event, the number of visitors and the event-specific requirements and risks in the individual case. The definition of the scope and/or any necessary safety measures is to be made in the course of the assessment of the event by the Operator in coordination with the authorities responsible for safety and fire protection.

6.3 In the case of events in the Gasometer, the Event Holder undertakes to employ at least two security staff members via EUREF-Event GmbH for the duration of the event, the costs of which are to be borne by the Event Holder; whereby these security staff members must also be subject to the instructions of the Event Holder.

6.4 Unless otherwise agreed upon in the "Cost and Activity Account", upon signature of the contract, 80 % of the agreed upon charges is to be transferred to the following account of the Operator no later than 14 days after invoice issue:

Account holder: EUREF-Event GmbH  
Bank code 100 701 00 (Deutsche Bank)  
Account No. 219 431 400

Fil.701  
IBAN: DE 1007 0100 0219 4314 00  
BIC: DEUTDEBB101

After the event, the Event Holder receives a final invoice, in which the advance payment is taken into account. The credit posting to the account of the Operator is solely decisive for deeming the payment receipt as prompt. The Event Holder pays after invoice issuance by the Operator. Invoices are due immediately upon receipt without deduction, and are to be settled no later than 14 calendar days after invoice receipt.

6.5 In the case of payment arrears, the Operator is entitled to charge default interest in the amount of 9 % points above the basic rate of interest of the ECB vis-à-vis enterprises and persons involved in commercial transactions as per § 288 (5) of the German Civil Code (BGB) as well as a fixed late payment charge in the amount of € 40.00. Vis-à-vis private persons, the Operator is entitled to charge default interest in the amount of 5 % points above the basic rate of interest of the ECB in the case of late payment.

6.6 In order to safeguard his/her claims arising from the contractual relationship, the Operator is entitled to demand appropriate security prior to the event.

### **§ 7 Advance ticket sales, admission tickets, visitor numbers, seats for staff**

7.1 The Event Holder is responsible for advance ticket sales and ticket sales in the case of events for the general public.

7.2 Adherence to initial planning (seating plans) defined for the event and subject to approval as well as the maximum permissible numbers of visitors are material contractual obligations of the Event Holder. In the case of events for the general public with advance ticket sales, the Event Holder is required to agree upon the seating plan in coordination with the Operator before advance ticket sales begin. The tickets must be created separately in the corresponding ticket distribution system in accordance with the approved capacities. The sale of hard tickets is to proceed accordingly. Prior to arriving at an agreement with the Operator concerning these points, the Event Holder is not permitted to begin advance ticket sales for his/her event. At the request of the Operator, if no admission tickets are to be sold, the Event Holder is required to make other arrangements for controlling capacity and entry for reasons of safety.

7.3 The staff seats designated by the Operator for the Operator's staff and external function holders (fire department, police, medical services, etc.) are to be kept vacant free of charge.

### **§ 8 Marketing and advertising, EUREF logo**

8.1 Advertising for the event is the responsibility of the Event Holder. The consent of the Operator is required in advance for advertising placed on the property, building, walls, windows, pillars, etc.

8.2 The name of the Event Holder is to be specified on all printed matter, posters, admission tickets and invitations in order to provide indication that there is a legal relationship only between the Event Holder and the visitor, and not between the visitor and the Operator.

8.3 The Event Holder is required to use the EUREF logo with the following supplements in a clearly legible fashion for advertising for the event specified in the purchase order, in particular in printed materials such as invitations and other advertising, as follows:

**“An event at the EUREF Campus”**

**Logo and campus plan:**

**<https://euref.de/euref-ag/presse-und-downloadbereich/>**

8.4 It is brought to the Event Holder's attention that the EUREF logo is protected as a trademark and, further, its use without the previous written consent of the Operator is not permitted.

8.5 In the case of use of the EUREF logo, the Event Holder undertakes to send the Operator a copy of the printed material in advance.

8.6 The construction and installation of hoardings or posters by the Event Holder is only permissible on the basis of a separate agreement with the Operator (cf. Section 8.1). The Event Holder bears the duty of care in regard to all of the advertising materials which the Event Holder installs on the property and in the Event Location. This also includes the special duty of care in case of stormy wind conditions.

8.7 The Event Holder irrevocably indemnifies the Operator against any claims which arise as a result of the event itself or the event's advertising being a violation of the rights of third parties (in particular copyrights, rights to names or pictures, trademarks, competition law, personal rights) or other legal provisions. The indemnification obligation also extends to any costs incurred for dunning charges, court fees and legal costs.

8.8 Images of the Event Location and its furnishings and equipment can be made for commercial use and its logos and name used only with the express, advance, written consent of the Operator.

8.9 Image and sound recordings for the purpose of transmission, further dissemination or reproduction for all media and data media, e.g. radio, television, Internet, virtual and physical storage media, regardless of whether such is charged for or free of charge, are subject to approval by the Operator.

8.10 The Operator is entitled to refer to the event in all advertising media in the foyer and on the Internet in the Operator's event programme, unless the Event Holder objects in writing.

8.11 The Operator is entitled to create and distribute image and sound recordings of the event free of charge for the purpose of marketing the Event Location unless the Event Holder objects in writing. There will be prior coordination with the Event Holder.

8.12 Any advertising of the Event Holder's for third parties or third-party events on the property or inside the Event Location requires the consent of the Operator. The Event Holder is not entitled to demand that existing advertising belonging to the Operator or other parties be taken down, changed or limited during the event.

## **§ 9 Management, sales of goods, merchandising, coat check**

9.1 The provision of food and beverages at the Event Location is by EUREF Event Gastronomie. In the case of private events, the Event Holder is to enable due planning, provide information on any wishes in connection with management in due time and coordinate with EUREF Event Gastronomie.

9.2 With the exception of food and beverages for artists, the Event Holder is not permitted to bring food or beverages into the Event Location himself/herself or through third parties (caterers) unless the Operator has granted express consent to such. The granting of this consent may be dependent on the payment of an appropriate charge (catering compensation) and the presentation of documentation in the form of an applicable restaurant authorization.

9.3 The sale of goods and merchandising items at the Event Location by the Event Holder or through third parties commissioned by the Event Holder requires the advance consent of the Operator.

9.4 The visitors' coat checks are managed by the Operator in the case of events for the general public. The Operator decides whether or in what scope the coat check service will be provided for the corresponding event. If a coat check service is provided, visitors are to be instructed by the Event Holder to check their coats. The customary charge for checking coats is to be paid by the visitors as per the rate indicated. Income arising from the coat check charges will be used to cover the costs of management. The income arising from the coat check service belongs solely to the Operator. No liability is assumed for valuables, money or keys in pockets or bags, or for checked items of clothing.

9.5 In the case of events which are not open to the general public, the Event Holder can require that the visitors' coat check be staffed in return for bearing the management costs. If the Event Holder does not request the management of the coat checks, the Operator will not perform any duties regarding the protection or safekeeping of items checked within the coat check area, which is generally accessible. In this case, the Event Holder bears the sole risk of liability for any visitors' items which go missing.

## **§ 10 Permits, legal notification requirements, dues**

10.1 The Event Holder must fulfil all applicable notification, information and approval duties required by all authorities at the Event Holder's own cost.

10.2 The Event Holder must observe the pertinent provisions applicable at the time of the event, in particular those of the State Building Regulation (“Landesbauordnung”), the German Occupational Health and Safety Act (“Arbeitsschutzgesetz”), the German Industrial Code (“Gewerbeordnung”), the German Juvenile Protection Act (“Jugendschutzgesetz”) and the accident prevention regulations of the trade associations as well as the provisions of the Berlin Directive on the Operation of Building Structures (BetrVO BI).

10.3 For events which take place on Sundays or bank holidays, it is necessary for the Event Holder to apply for waivers in accordance with the German law governing Sundays and bank holidays (Bank Holiday Law – FTG). This also applies to the commercial arrangement of trade fairs and exhibitions and the corresponding waivers. If the Event Holder intends to hold his/her event on a Sunday or bank holiday, it is recommended that the Event Holder submit a preliminary application to the public authority which has jurisdiction prior to concluding the contract. With regard to all safety-relevant information and approval requirements, the “Safety Provisions for Events” (“Sicherheitsbestimmungen für Veranstaltungen”) of the Operator must also be observed.

10.4 The Event Holder is liable for the taxes resulting from carrying out the event. For all artists commissioned by the Event Holder, the Event Holder is also solely responsible for submitting any artists’ insurance payments which are due the German Artists’ Social Insurance Fund (KSK) and for paying income and turnover tax for artists (from abroad) who have only limited tax liability.

### **§ 11 Wireless networks/Wi-Fi**

11.1 The Event Holder is not authorized to operate his/her own wireless networks or Wi-Fi networks and/or Wi-Fi access points without the consent of the Operator. If these networks are commissioned without consent, they may be decommissioned without advance notice. The right to assert claims for compensation for damages resulting from disruptions is reserved.

11.2 Event Holders who use the Internet connection (LAN or Wi-Fi) of the Event Location or who make it available to their visitors/guests are responsible for ensuring that there is no misuse, especially as a result of violations of copyrights, the dissemination or downloading of protected or prohibited content or as a result of visiting websites with content which is relevant under aspects of criminal law. If claims are brought against the Operator as a result of violations committed by the Event Holder, guests or visitors to his/her event or any other users associated with the Event Holder, the Operator is to be indemnified by the Event Holder vis-à-vis any financial claims including any legal costs.

### **§ 12 GEMA, GVL**

12.1 Prompt registration and payment of fees to GEMA (Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte – the German Society for Musical Performing and Mechanical Reproduction Rights) – and/or to GVL (Gesellschaft zur Verwertung von Leistungsschutzrechten mbH – the German Performing Rights Society) for the performance or reproduction of works protected by ancillary copyright are the exclusive responsibilities of the Event Holder. In due time prior to the event, the Operator can demand that the Event Holder submit written documentation of the registration of the event with GEMA and/or GVL, written documentation of invoice issuance by GEMA and/or GVL or written documentation of the payment of fees vis-à-vis GEMA and/or GVL.

12.2 If the Event Holder is unwilling or unable to furnish proof of payment of fees, the Operator can demand that the Event Holder pay a security deposit in the amount of the likely GEMA and/or GVL fees to be incurred by no later than 14 days prior to the event.

### **§ 13 Liability of the Event Holder, insurance**

13.1 The Event Holder bears the care of duty at the Event Location with regard to all furnishings, equipment, installations, suspended elements and decorations which he/she brings to the Event Location, as well as with regard to the hazard-free running of his/her event.

13.2 The Event Holder is to return the Event Location to the Operator in the condition in which he/she received it from the Operator. The Event Holder is liable for any damages in connection with the event caused by him/her, by his/her vicarious agents and assistants or by the participants at his/her event.

13.3 Event-related damages are included in the area of risk for which the Event Holder is responsible, inasmuch as they bear a relation to the type of event, its participants or to the content or course of the event. The Event Holder is also liable for damages inasmuch as they arise as a result of riots or as a consequence of demonstrations against the event or as a result of comparable incidents triggered by the event.

13.4 In addition to damages to persons and damages to the Event Location and its furnishings and equipment, the scope of the liability of the Event Holder is also for damages which arise as a result of the fact that events of third parties cannot be held or cannot be held as planned.

13.5 The Event Holder indemnifies the Operator against any claims asserted by third parties arising in connection with the event inasmuch as the Event Holder or his/her vicarious agents or assistants or participants or visitors are liable for such. Any joint liability on the part of the Operator and his/her vicarious agents and assistants is to be considered proportionally with regard to the amount. The responsibility of the Operator to ensure the safe condition and upkeep of the Event Location as per § 836 of the German Civil Code (BGB) also remains unaffected.

13.6 The Event Holder is required to have liability insurance for event holders for the duration of the event including event set-up and event dismantlement. The following amounts of minimum coverage apply:

- For damages to persons/property, a fixed amount of EUR 3,000,000 per damage incident (in case of provision of the Gasometer: EUR 5,000,000)
- For financial losses: EUR 50,000
- For environmental liability insurance, a fixed amount of EUR 3,000,000 per insurance case (in case of provision of the Gasometer: EUR 5,000,000)
- For damages to hired rooms/buildings as a result of fire/explosion: EUR 5,000,000 as well as
- For damages to hired rooms/buildings with no limitation relating to cause: EUR 150,000

Our outline agreement partner “Rico Güllmeister e.K. – Direktion der Generali Versicherungen” is able to offer you this insurance coverage for a one-time premium in the amount of EUR 199.92 incl. insurance tax. Contact person: Mr Daniel Schröder, +49 (0)30 – 810 529 322, daniel.schroeder@guellmeister.com

➤ **Additional option:**

EUR 10,000 for damages to hired movable property as a result of fire/explosion (deductible EUR 500 per damage incident) – surcharge EUR 178.50

13.7 The Event Holder undertakes to submit all documentation of insurance coverage to the Operator no later than 14 days prior to the event. Possessing insurance coverage does not entail any limitation of liability on the part of Event Holder in relation to the Operator or vis-à-vis third parties.

#### **§ 14 Liability of the Operator**

14.1 The liability of the Operator regardless of negligence or fault with regard to compensation for hidden defects (§ 536 a Section 1, 1. alternative German Civil Code (BGB)) pertaining to the Event Location and its furnishings and equipment is excluded upon conclusion of the contract. The entitlement to reduce the amounts to be paid due to defects is not affected by this, inasmuch as the Operator is notified of these defects or of the intention to reduce the amounts to be paid during the time that the Event Location is made available, given that the defect can be detected and remedied.

14.2 The Operator assumes no liability in case of loss or damage to objects, installations, structures or any other valuables brought in by the Event Holder unless a safekeeping agreement has been made for a charge or a separate safekeeping agreement has been made. At the request of the Event Holder, it is possible to commission a surveillance company permissible as per § 34a of the German Trade, Commerce and Industry Regulation Act (GewO) for the surveillance of third-party property at the cost of the Event Holder.

14.3 The Operator is liable for compensation for material and financial damages incurred by an Event Holder as a result of a grossly negligent or wilful violation of an obligation on the part of the Operator, or if the Operator has expressly made a written guarantee for the services to be rendered. Further liability of the Operator for compensation is excluded with the exception of liability for damages to persons as well as in the case of violation of material contractual obligations (cardinal obligations). Cardinal obligations or material contractual obligations are deemed to be such obligations without fulfilment of which the due performance of the contract is not possible and the adherence to which the partner to the contract generally trusts in and is permitted to trust in, i.e. primary material contractual obligations.

14.4 If the Operator is accountable for damages to persons or for the violation of cardinal obligations, the Operator is, in deviation of Section 14.3, liable according to the extent of legal provisions also in case of a violation of an obligation which is based on simple negligence. In the case of violation of cardinal obligations, the Operator’s obligation to provide compensation for incidents of simple negligence is however limited to foreseeable, immediate, average damages which are typical of the contract, dependent on the type of contractual agreement.

14.5 The liability limitations as per the above Sections 14.3 and 14.4 also apply for the benefit of the legal representatives, vicarious agents and assistants of the Operator.

#### **§ 15 Cancellation, withdrawal, extraordinary termination**

15.1 If the Event Holder does not conduct the event at the agreed upon time for reasons for which the Operator is not liable, the Event Holder is obliged to pay compensation for the cancellation in relation to the agreed upon charge for use. The same applies if the Event Holder withdraws from the contract or terminates it extraordinarily without the Event Holder’s possessing

a right to termination or withdrawal which has been an individually agreed upon or is statutorily granted by law. The compensation for cancellation in these cases amounts to the following:

a) For all events with more than 200 persons and all events in the "Gasometer" and "Werkstatt 26":

- Up to 180 days before the start of the event, 25 %
- Up to 120 days before the start of the event, 50 %
- Up to 90 days before the start of the event, 75 %
- As of 89 days or fewer before the start of the event, 90 %

of the agreed upon charge for use.

b) For all events with fewer than 200 persons in all locations (except in the "Gasometer" and "Werkstatt 26"):

- Up to 120 days before the start of the event, 25 %
- Up to 90 days before the start of the event, 50 %
- Up to 30 days before the start of the event, 75 %
- Fewer than 30 days before the start of the event, 90 %

of the agreed upon charge for use.

c) The compensation for cancellation for the catering amounts to the following:

- Up to 30 days before the start of the event, 25 %
- Up to 14 days before the start of the event, 50 %
- Up to 7 days before the start of the event, 75 %
- Up to 3 days before the start of the event, 90 %
- Fewer than 3 days before the start of the event, 100 %

of the agreed upon order value.

All prices are exclusive of the value added tax applicable on the day services are rendered.

15.2 The cancellation, termination or withdrawal from the contract must be made in writing and be received by the Operator before the deadlines specified. If the Operator has incurred greater damages, the Operator is thus entitled to state the damages in the corresponding amount and demand compensation from the Event Holder instead of the fixed compensation for cancellation. The Event Holder remains free to prove that no damage or considerably less damage has been incurred or that the expenditure is lower than the requested compensation for cancellation.

15.3 If the Event Holder contractually arranged for the use of the Operator's technical equipment or technical staff, these costs must also be settled in the case that the event is cancelled.

15.4 Moreover, the Event Holder must settle costs arising as a result of the event cancellation which third parties have expended in view of the planned event. This applies in particular to the costs for technical service providers, medical staff, coat check staff and WC staff who have been contractually bound to the Operator.

15.5 If the Operator succeeds in otherwise assigning the Event Location for a cancelled date to a third party for a charge, the compensation remains as per Section 15.1 inasmuch as the assignment to the third party was also possible on another event date and/or does not yield the same amount of coverage.

15.6 The Operator has the right to extraordinary termination of the contract or withdrawal from the contract in case of violation of material contractual obligations, in particular if:

- a) The payments to be made by the Event Holder (charges for use, advance payments, security provisions, etc.) are not made in time
- b) Documentation of the arrangement for and existence of the agreed upon liability insurance for event holders is not submitted
- c) The required approvals or permits from the authorities for the event are not provided
- d) The purpose of usage set forth in the contract is materially changed without the consent of the Operator
- e) Upon conclusion of the contract, especially in the case of the specification of the purpose of usage, the Event Holder did not divulge that the event would be conducted by a "radical, political, religious or allegedly religious" association, or that the event would include such content



- f) The Event Holder violates legal provisions or safety and fire protection regulations
- g) The Event Holder fails to discharge his/her duties in view of the law and the authorities – only insofar as these duties relate to the event – or his/her contractually accepted obligations of information provision, notification and payment vis-à-vis the Operator or vis-à-vis the authorities or GEMA/GVL
- h) Insolvency proceedings have been opened on the assets of the Event Holder or the opening of insolvency proceedings is rejected for lack of assets, and the Event Holder, or in his/her place an insolvency administrator, fails to perform his/her obligations arising from the contract or fails to do so in good time

15.7 If the Operator asserts his/her right to withdraw from the contract for one of the reasons specified in Section 15.6 a) to h), entitlement to settlement of the agreed upon charges remains; albeit the Operator must ensure that any expenses saved are offset.

15.8 Prior to the declaration of the withdrawal from the contract or extraordinary termination of the contract, the Operator is required to set a deadline under warning of non-performance vis-à-vis the Event Holder, inasmuch as the Event Holder, in view of the overall situation, is immediately able to remove the reason for the withdrawal or extraordinary termination of the contract.

15.9 If the Event Holder is an agency, then the Operator and the agency have a special right of termination for the case that the ordering party revokes or cancels the order vis-à-vis the agency. This special right of termination can only be exercised if the ordering party assumes all rights and obligations arising from this contract with the Operator from the agency and provides appropriate security if requested to do so by the Operator.

#### **§ 16 Acts of God**

16.1 With the exception of costs for services already rendered, the obligation of the Event Holder to settle the agreed upon charges becomes null and void in cases of acts of God, which are incidents arising externally which are not foreseeable, and which cannot be avoided even with the utmost care which can reasonably be expected, inasmuch as no other provision is made in the following Section 16.2.

16.2 The non-appearance of individual artists or the failure of a participant or several participants to arrive on time, as well as inclement weather involving ice, snow or other weather conditions with the exception of flooding in the vicinity of the Event Location, do not constitute “acts of God” in the context of these Terms and Conditions for Events.

#### **§ 17 Right of set-off and right of retention**

The Event Holder is only entitled to a right of set-off and right of retention vis-à-vis the Operator if his/her counterclaims are legally ascertained, uncontested or recognised by the Operator.

#### **§ 18 Processing of data, privacy**

18.1 The Operator makes the property specified in the contract available to the Event Holder for conducting events and renders event-related services using the Operator’s own staff as well as commissioned service providers. In order to fulfil the contractually agreed upon commercial purposes, personal data transmitted by the Event Holder to the Operator is processed in accordance with the provisions of the EU General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG).

18.2 For the purpose of rendering their services, providers of event-related services receive personal data about the Event Holder and his/her contact partners who are authorized to take decisions, which is sent by the Operator inasmuch as this data is required for performance of the contract or corresponds to the legitimate interests of the Event Holder as per Art. 6 Sec. 1 (f) GDPR. In addition, the Operator uses the data of the Event Holder for the purpose of mutual information and communication before, during and after an event, as well as for his/her own event-related offerings.

18.3 For the purpose of coordinating the corresponding safety concept for the event, personal data of the Event Holder, event manager and his/her contact partners who are authorized to take decisions may also be transmitted to the offices/authorities which have jurisdiction, especially to the police, fire department and regulatory authority as well as to medical and emergency services.

18.4 The Operator reserves the right to use the data of the Event Holder and of the contact partners specified by him/her who are authorized to take decisions for the Operator’s own marketing and for the sending of the Operator’s own advertising, in addition to the purposes specified in Sections 1 to 3. The data subject in question has the right to revoke the right to process personal data for the purpose of marketing and advertising at any time. In this case, the personal data will no longer be processed for these purposes. The revocation need not be made in a particular form and should be communicated in writing by email if possible.

18.5 If, in the course of maintenance of the software at the Operator's site, access to the stored personal data of the Event Holder by the commissioned software company cannot be absolutely excluded, this company will be comprehensively obliged to comply with existing applicable data protection provisions and maintain data confidentiality as per § 5 of the German Federal Data Protection Act (BDSG).

18.6 The Operator processes and stores all personal data received from the Event Holder as long as the data is required for the fulfilment of contractual and legal obligations. If the data is no longer required for the fulfilment of contractual or legal obligations, it will be regularly deleted unless – time-limited – further processing is necessary for the following purposes:

- Fulfilment of storage period provisions of commercial and tax law. The periods for storage and/or documentation specified there are two to ten years.
- Keeping of evidence within the scope of statute of limitations provisions. As per §§ 195 ff. of the German Civil Code (BGB), these standard storage periods can be up to 30 years, whereby the regular standard storage period is three years.

18.7 If a data subject no longer consents to the storage of his/her personal data, or if this data is no longer correct, the Operator, upon receiving a corresponding instruction, will delete or block the data or make the necessary corrections. Upon request, the data subject receives information free of charge concerning all personal data which the Operator has stored about him/her.

### **§ 19 Place of jurisdiction, severability clause**

19.1 The place of fulfilment for all claims arising from this contract is Berlin. The law of the Federal Republic of Germany applies.

19.2 If the Event Holder is an entrepreneur or has no general place of jurisdiction in the Federal Republic of Germany, Berlin is agreed to be the place of jurisdiction for all disputes arising from this contract or in connection with this contract.

19.3 If individual clauses of these TCEs, this contract, the "Safety Provisions for Events" ("Sicherheitsbestimmungen für Veranstaltungen") or "Terms and Conditions for Trade Fairs and Exhibitions" ("Messe- und Ausstellungsbestimmungen") are or become ineffective, the effectiveness of the remaining provisions will remain unaffected by this. In place of the ineffective provision, in this case the applicable provisions of the law will be used.

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February 2019, Berlin