



## GENERAL TERMS AND CONDITIONS FOR EVENTS

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## § 1 Scope

1. The General Terms and Conditions for Events apply to all agreements with Freiburg Wirtschaft Touristik und Messe GmbH & Co. KG (hereinafter referred to as FWTM) concerning the organisation of events, in particular the rental of the venue in question, of event areas and rooms, the use of technical and other equipment, the provision of services and work accompanying the event as well as the making available of mobile equipment and structures. They apply towards natural (private) persons and companies, persons acting in a commercial capacity, legal entities under public law and separate estates governed by public law (hereinafter referred to as an entrepreneur). These General Terms and Conditions for Events also apply to all future agreements with a company. Additional or contradictory contractual provisions from our service partners (hereinafter referred to as clients) shall only apply if they have been expressly accepted in writing by FWTM.

2. In addition to these General Terms and Conditions for Events, the “**Safety Regulations**” shall apply where an event includes

- activities posing a fire risk such as the use of pyrotechnics, lasers or smoke machines;
- the use or construction of podiums, stands, stage areas, etc.;
- the erection of stage, studio and lighting or other technical equipment; or
- decorations, fittings, props, etc. being brought into the venue.

3. In addition to these General Terms and Conditions for Events, the “**Exhibition Regulations**” shall apply when booths are set up for an event.

4. If the client is planning measures/structures (according to figures 2 and 3), the Safety Regulations and Exhibition Regulations will be sent to them on request. In addition, these documents are available for download from the FWTM website. The client agrees to ensure that the Safety Regulations and Exhibition Regulations are both communicated and fully and bindingly observed as a minimum standard for all subcontractors (agencies, technical equipment providers, exhibitors, etc.).

5. If the agreement or an annex to the agreement with the client stipulates provisions which deviate from these General Terms and Conditions for Events, such provisions shall have priority over the regulation as laid down in these General Terms and Conditions for Events.

## § 2 Reservations, conclusion of agreement, supplementary provisions

1. Verbal, electronic or written reservations for a specific event date merely keep the option open for concluding an agreement at a later date. They are only issued for a limited period of time and are not binding with regard to the subsequent conclusion of an agreement. They end at the latest upon expiry of the (return) period specified in the reservation or in the agreement. The client is not entitled to an extension of an expiring option. Reservations or event options may not be transferred to third parties. The organization of multiple events in a series, or the provision of rooms or areas on particular dates on several occasions shall not substantiate any rights for the future, unless an individual provision to this effect has been made in the agreement.

2. In order to be valid, event agreements shall be concluded in text form with the signature or electronic signature of both contracting parties. If FWTM sends unsigned or digitally signed copies of an agreement proposal to the client, the agreement shall only be concluded once the client signs or digitally signs the agreement copies sent, sends them to the operator within the return period specified in the agreement and receives a countersigned or digitally signed copy of the agreement in return. The text form with a simple digital signature shall be deemed compliant if the agreement is signed or digitally signed and then transmitted electronically by fax or email as a PDF to the contractual partner.

3. In order to agree subsequent supplements or amendments to the agreement, the respective declaration shall be sent to the contractual partner in text form and confirmed by the other party. Verbal agreements shall be confirmed without delay in text form in the same way. The short-notice request and installation of media and event technology equipment can also be confirmed in the hand-over minutes.

## § 3 Client, organiser, event manager

1. Where the client is not the organiser of an event (but a broker or agency, for example), or where the client organises an event for a third party, the organiser/third party shall be named in writing within the agreement and shall be informed of all contractual primary and accessory obligations. The client shall remain responsible for the fulfilment of all obligations towards FWTM. The client shall be bound by the actions taken and declarations made by the organiser/third party stated in the agreement and by the agents appointed by them.

2. If the agreement does not state any organisers/third parties in addition to the client, the client shall assume the function of organiser, fulfilling all obligations

which are incumbent on the organiser according to the wording and authority of these General Terms and Conditions for Events and the Safety Regulations.

3. Equipping third parties with areas, halls or rooms with or without charge and partially or in full shall require the written consent of FWTM. The consent shall be deemed given if the third party is mentioned by name in the agreement.

4. For accompanying trade exhibitions, the permission for handing over areas to exhibitors (third parties) shall be deemed given if the exhibition is mentioned in the agreement or in the specifications.

5. The client shall give FWTM the name of a person authorised to make decisions, who will be present during the entire event in his/her function as event manager. The event manager must participate in a local inspection of the venue and familiarise him/herself with the event rooms including emergency exits and escape routes. On FWTM's request, the event manager shall participate in a consultation/orientation session regarding the Safety Regulations to be observed, prior to the event. The event manager is additionally required to be present at all safety meetings, in particular those deemed necessary by the fire brigade and/or police and/or FWTM.

6. The event manager is responsible for the organised and safe running of the event. He/she must be present during the event itself, (opening hours for visitors) be contactable at all times and make any necessary decisions in consultation with the appointed FWTM contact person, the authorities and external services (fire brigade, police, building authorities, public administration office, first aid service). The client's event manager is obliged to stop the event if necessary due to any danger to people having arisen in the venue, if safety-related technical equipment, installations or fixtures are not functioning or if the requirements of the Regulation for Venues in Baden-Württemberg (VStättVO) are not being (or cannot be) met. The event manager will be assisted by an appointed FWTM contact person.

7. The non-fulfilment of the obligations incumbent upon the client according to these contractual provisions may lead to restrictions and, in severe cases, even to the event being cancelled.

## § 4 Object of agreement

1. The object of the agreement is the provision of areas and rooms within the venue for the purpose of use specified by the client, as well as the provision of services accompanying the event. Event venues, areas and rooms are made available on the basis of escape route and seating plans with a set maximum capacity for the purpose of use stated by the client approved by the authorities. The exact description of the usage object, the maximum capacity and the purpose of use shall be given in writing, either in the agreement or in an annex to the agreement. If no information as to the maximum capacity is made the client may, at any time, inspect the existing, approved escape route and seating plans, for the purpose of planning his/her event. Regulatory and sovereign orders on reducing maximum capacity shall be observed. The client shall ensure that the maximum number of visitors admitted to the venue at his or her event is not exceeded.

2. Changes to equipped halls, rooms, areas or structures, to the escape route and seating plans or additional constructions or installations require the submission of any necessary official approval and the written consent of FWTM. The duration, cost and risk of the authorisation process are the full responsibility of the client.

3. If the client does not rent the entire venue, he/she shall not have the right to the exclusive use of entrances/exits, foyers, and functional floor space such as toilets, cloakrooms or outside areas. He/she must tolerate joint usage of such areas with other clients, their visitors and FWTM. If several events take place simultaneously at the same venue, each of the clients shall behave in such a way as to avoid any mutual disturbance of the other event. The client shall not have a contractual right to the other client's event being restricted.

4. FWTM does not grant any protection from events identical or similar in content taking place simultaneously or close in time at the venue.

5. FWTM shall have the right for safety or operational reasons to enter the halls/rooms/areas equipped both during the construction and dismantling phase and during the event itself.

6. If the City of Freiburg needs to use the premises or facilities due to overriding communal interests (state visit, or other), the client must accept a transfer to reasonable alternative premises. Any resulting costs will be borne by FWTM.

## § 5 Procurement principles, contractual penalty

1. The client shall not be authorised to use the venue to hold events at which unconstitutional or unlawful ideas are presented or disseminated, be it by the client themselves or by event participants.

2. With their signature, the client declares that they shall not tolerate any racist, anti-Semitic, Islamist, anti-democratic, unconstitutional or illegal content at their event. In particular, this means that during the event, human freedom and dignity shall not be disparaged, and symbols that represent organisations promoting anti-constitutional or unconstitutional ideas shall not be used or disseminated, either as a performance nor in speech or writing. This also means that during the event, the client shall

- a) actively intervene against any infringements under Sentence 1,
- b) exclude participants or visitors from the event (execution of domiciliary rights) who violate the principles stated in Sentence 1,
- c) interrupt the event if an infringement under Sentence 1 persists, and
- d) abort the event if infringements persist.

3. If, in the course of the event, participants or visitors to the event commit infringements under Paragraph (2) Sentence 1, and if such infringements constitute a criminal offence, in particular under Sections 86, 86a, 90, 90 a-c, 130, 185, 186, 187 or 188 of the German Criminal Code (StGB) or Section 20 (1) No. 5 German Association Law (VereinsG), and if the client culpably breaches their contractual obligations under Paragraph (2) Sentence 3 a) to d), they shall pay FWTM a contractual penalty of up to EUR 50,000 for each case of infringement, to be determined by FWTM at their reasonable discretion and subject to judicial review in the event of a dispute. The assertion of further damages, taking into account the contractual penalty paid, and the right to serve notice of termination for good cause shall remain unaffected.

4. FWTM reserves the right to make a statement against discrimination of any kind, especially anti-Semitism, and in favour of democracy at all events.

## § 6 Fees, operational costs, ancillary costs, security deposit

1. The Overview of Costs and Services enclosed in the agreement shall state the contractual fee. Unless expressly otherwise agreed, all fees are calculated exclusive of the statutory sales tax applicable at the time the service is rendered.

2. Information on the services and fees are based on the latest status of the event planning. If the client's event planning changes, this shall lead to changes in the fees accordingly (please observe § 4 (2)).

3. All building service facilities and installations and all technical equipment that the client orders from FWTM for the event must always be serviced/operated exclusively by FWTM's technical personnel or by FWTM's qualified technical service partners. The costs incurred by the presence and action of the technical personnel shall be at the client's expense.

4. According to section 40 VStättVO, event technology supervisors or event technicians must be provided at the client's expense for the construction and dismantling of stage, studio or lighting equipment. For details on ordering and the obligation to be present, please refer to the Safety Regulations for Events.

5. The staffing requirements for fire brigade, first aid services, security personnel and visitor management services depend on the type of event, the number of visitors and the risks specific to the individual event. The scope of any necessary safety measures shall be determined during the evaluation of the event by FWTM in consultation with the authorities responsible for safety and fire protection. The costs incurred by the presence and action of these services shall also be at the client's expense.

6. Unless otherwise agreed in the event agreement, the client shall pay the fee agreed in the event agreement, including ancillary costs and costs for additional services 30 days before the date of the planned event. If the event runs for several days according to the event agreement, the payment shall be calculated from the first day of the event, for the entire rental period.

7. If the period between the conclusion of the agreement and the realisation of the event is more than four months, the agreed charges may be adjusted by up to 10% in line with current market price developments and in accordance with the Overview of Costs and Services. This applies to both increases and decreases. Price adjustments may be made once a year following the conclusion of the agreement. An increase within this scope shall only be permissible if it is not due to circumstances for which FWTM is unilaterally responsible. If a price increase leads to an unreasonable increase in the total charge to be paid, the contracting parties shall enter into renegotiations on the amount of the price increase.

8. For events which include catering services, FWTM and its contracted hospitality service companies shall have the right to claim an advance payment for sales made from this catering prior to the event. The same applies when fixed delegate rates are charged.

9. FWTM shall have the right to ask for an advance security deposit to cover any damage to the rooms, areas and installations equipped.

10. The complete cost calculation for the event shall be based on a final calculation after the event, based on the services ordered and rendered, as well as operating and ancillary costs incurred. Any advance payments, deposits or entrance fees collected by FWTM shall be offset in the final calculation.

11. Payments shall be made immediately upon invoicing to the account of FWTM. Delayed payments shall be subject to statutory default interest. FWTM reserves the right to prove a higher compensation claim arising from the default.

## § 7 Hand-over, return

1. Once the venue or the rented rooms and areas have been handed over, the client shall – at FWTM's request – agree to inspect the venue including the technical equipment, emergency exits and escape routes. If FWTM obliges the client to name an event manager, this event manager shall join the inspection at FWTM's request, and make him/herself familiar with the venue during the inspection.

2. If the client finds any faults or damage to the usage objects, these must be documented in writing and be communicated in writing to FWTM without delay. Both parties may ask for hand-over minutes to be written, which are used to document the status and any faults or damage.

3. Any objects, structures, decorations, etc. brought into the venue by the client him/herself or by third parties on his/her behalf during the usage period must be completely removed by the client by the end of the usage period, and the original status must be restored. After the end of the usage period, any objects may be removed at the expense of the client. If the object of agreement has not vacated and handed over on time, the client shall in any case pay compensation for use corresponding to the fee. FWTM shall be entitled to charge the customer a cleaning surcharge if the venue is particularly dirty beyond the usual extent for the event. FWTM reserves the right to assert further claims in the event of damage or late handover of the object of agreement. A tacit renewal of the agreement in the event of late handover shall be excluded. The provision of Section 545 German Civil Code (BGB) shall not apply.

## § 8 Catering, merchandising

1. The right to offer hospitality services at the venue lies exclusively with FWTM and with the catering companies contracted by FWTM. The client and other third parties shall generally have no right to offer food, drinks, refreshments or similar at the venue themselves.

2. To ensure that the event runs smoothly and that catering services are arranged in a timely manner, the client shall be obliged to hire one of FWTM's catering partners 12 weeks before the start of the event at the latest, after which time they shall be entitled to refuse to provide catering services for the event or to charge an additional 20% on the calculated costs. The client shall not have the right to assert damages claims against FWTM or withdraw from the agreement as a result of submitting a catering request at late notice.

3. In those cases where – with FWTM's consent – the client or exhibitors at a trade fair offer food and drink, the use of disposable crockery is invariably not permitted. Drinks may only be provided in re-usable items such as glasses or returnable bottles with deposits. Cans, plastic cups and single-use bottles must not be provided. Meals must not be supplied on disposable crockery or in disposable packaging.

4. The client is not permitted without prior written consent by FWTM to carry out any commercial activities or to order commercial agents such as merchandisers, florists or tobacconists beyond what is directly related to the organisation of the event itself. If FWTM agrees to such activities, FWTM may charge booth rental or a percentage of the turnover, to be agreed separately.

## § 9 Cloakrooms

1. Cloakrooms for visitors shall be managed by FWTM. FWTM will decide if and to what extent a cloakroom will be available for the respective event.

2. At public events where tickets are (pre-)sold and at events with row seating, coats as well as bags and backpacks (larger than DIN A4) must be left in the cloakroom. Visitors are required to pay the applicable cloakroom charge according to the price list displayed.

3. For security reasons, FWTM may prohibit bags and backpacks or require that bag checks and/or body searches be performed. No liability is assumed for money, keys or valuables left in bags, backpacks or coats deposited in the cloakroom.

4. The client is obliged to explicitly inform the visitors to their event of the requirement to use the cloakroom at a charge as well as of any further obligations or prohibitions, and to impose the implementation of such requirements within the scope of ticket (pre-)sales and admission.

5. The revenue accrued from the cloakroom charge will be used to cover the operation and staff costs for FWTM. The revenue accrued from managing the cloakroom is due exclusively to FWTM.

6. The client may request that the visitor cloakroom is staffed for non-public events in return for covering the running costs.

7. If the client does not commission the management of the cloakroom, FWTM shall not assume any obligation to store or exercise care over any items in the cloakroom. In the event of this, the client shall bear sole liability for any losses incurred by visitors to their event.

### § 10 Tickets

1. The client shall be responsible for the production and sale of tickets.

2. The client shall ensure that the organiser is fully stated on the tickets.

3. The client is required to indicate the obligation to use the cloakroom at Konzerthaus Freiburg and Historisches Kaufhaus on the admission tickets. If any other restrictions apply (e.g. restrictions on bags), the information is to be included accordingly.

4. The client is obliged to present the ticket to FWTM for approval upon request prior to the start of advance ticket booking.

### § 11 Advertising and promotional campaigns

1. The client shall be responsible for advertising the event. Any kind of advertising measure on the premises, on and in the halls and rooms requires FWTM's prior consent. This also applies to promotional campaigns on the premises of the venue. The client shall announce such campaigns in writing and agree the type, scope, security requirements and costs with FWTM.

2. FWTM shall not be obliged to remove any advertising material already present on its premises, even if there is competition with the object of the client's advertising. The client may only cover existing advertising surfaces with the prior consent of FWTM.

3. In all advertising measures and all publications, the client shall clearly and unequivocally communicate that he/she is the organiser of the event and not FWTM. Any use of original fonts or logos of FWTM on any kind of advertising materials shall be submitted for approval to FWTM prior to publication.

4. An administrative flat charge of €250.00 must be paid for each advertising unit displayed without permission by the client. In addition, the client is liable for all damage and expenses incurred in connection with such advertising (e.g. removal and cleaning costs).

5. Unless the client objects in writing, FWTM shall be entitled to refer to the event in its event calendar and on all analogue and digital advertising media.

6. The client shall indemnify FWTM against all third-party claims arising from the client advertising the event

- in the event calendar
- on the website
- on social media platforms (e.g. Instagram, TikTok, Facebook, etc.)
- in newsletters, brochures
- in newspapers, magazines or comparable media (digital and print)
- on advertising materials or tickets

video and sound files, as well as other content protected by trademark and labelling law (e.g. logos, advertising slogans) violating third-party rights, in particular under copyright, naming right, trademark and labelling right, competition right, image and data protection right, right to privacy or other statutory provisions. This obligation to free from liability shall also apply to any costs for warnings, court fees or costs for legal prosecution.

### § 12 Audio and video recordings, photography

1. Aside from the consent of any persons subject to copyright and ancillary copyright, any audio and video recordings, photography and any other types of recording or transmissions of the event (radio, TV, internet, loudspeakers) require the written consent of FWTM.

2. Representatives of the press, radio and television are permitted for current news coverage subject to the applicable Safety Regulations and the seating plan. FWTM must be notified of any planned reporting in due course before the event.

3. FWTM shall be entitled to take image and sound recordings of the event free of charge for the purpose of marketing the venue and to disseminate these unless the client objects in writing. The client shall be consulted in advance.

### § 13 GEMA and GVL fees

1. Timely registration and payment of fees for the performance or playback of works protected under intellectual property rights payable to GEMA (Society for Musical Performing Rights and Mechanical Reproduction Rights) or to GVL (Society for the Administration of Neighbouring Rights) are the sole obligation of the client. The operator may require the client to submit written proof of the registration of the event with GEMA or GVL, written proof of invoicing by GEMA or GVL or written proof of payment of fees to GEMA / GVL in due course before the event. If the client is unable or unwilling to provide such proof, the operator may require the client to pay a deposit amounting to the expected GEMA fees in due course no later than 14 days before the event.

### § 14 Permits of public authorities, official registering duties

1. The client shall fulfil all registering and information duties prescribed by the authorities and the law for the event, as well as any necessary permits – unless otherwise agreed in the General Terms and Conditions for Events or in the agreement; the client shall follow any orders, conditions and requirements stipulated by the authorities.

2. The client shall be responsible for observing the statutory requirements in force at the time of the event, in particular those under the Regulation for Venues (VStättVO), Occupational Health and Safety Act, Working Hours Act, Trade Regulation, Children and Youth Protection Act and Accident Prevention Regulations issued by Occupational Accident Insurance companies.

3. All fees and taxes in connection with the event shall be payable by the client. Value added tax is to be paid by the client from all revenues made at the event (sale of tickets, programme leaflets, etc.). Any statutory charges payable to the Künstlersozialkasse (Artists' Social Insurance) for artists' fees, shall be payable by the client in due time.

### § 15 Client's liability

1. The client shall be liable for any damage for which they, their vicarious agents, the client, their guests and other third parties may be responsible for in connection with the event, according to statutory provisions. This also applies in any case in which the client is not responsible for the choice of vicarious agents.

2. The client releases FWTM from all claims asserted by third parties in connection with the event, provided he, his/her vicarious agents or his/her guests or visitors are responsible for them. This obligation to free from liability shall also apply to any penalty fees and offences (for disturbance of the peace, blocking escape routes, exceeding admissible visitor numbers, breach of smoking ban) claimed from FWTM through the venue by the authorities in connection with the event.

3. The client shall irrevocably release FWTM from all claims arising through the event, or advertising for the event, violating the rights of third parties (in particular copyright, image and name rights, brand rights, competitive rights, personality rights) or other legal regulations. This obligation to free from liability shall also apply to any costs for warnings, court fees or costs for legal prosecution.

4. The client is required to conclude an event liability insurance for the event covering damage to rental objects for a minimum sum of five million euros. In addition, the insurance must cover damage to objects and persons, financial losses, other damage to movable rental objects, and the loss of valuable items.

### § 16 FWTM's liability

1. FWTM's liability without fault to pay compensation for hidden defects (Section 536 a (1), 1st paragraph, of the Alternative German Civil Code) of the venue and its facilities upon conclusion of the agreement shall be excluded. The claim to a reduction in fees due to defects shall not be affected by this, provided that FWTM is notified of the defect or the intention to reduce the fee during the period of use of the venue if the defect can be recognised and rectified.

2. FWTM shall not be liable in the case of loss of, or damage to, objects, equipment, structures and other valuable objects, in as far as FWTM has not accepted the storage of such objects specifically or for a fee. At the client's request, a security company authorised in accordance with Section 34a of the German Industrial Code (GewO) may be commissioned with guarding third-party property at the client's expense.

3. FWTM shall be liable for damages for property damage and financial loss suffered by a client due to a grossly negligent or intentional failure on the part of FWTM to comply with their obligations, or if FWTM has expressly assumed a guarantee for the service to be provided. Any further liability of FWTM for damages shall be excluded, with the exception of liability for personal injury and in the event of a breach of material contractual obligations (cardinal duties). Cardinal duties or essential contractual obligations are obligations which must be met in order for it to be at all possible to execute the contract properly and which the contracting party regularly relies on and trust in, in other words the material contractual obligations.

4. If FWTM is responsible for personal injury or the breach of cardinal duties, FWTM shall be liable in deviation from Section 16.3 in accordance with the statutory provisions, even in the event of a failure to comply with their obligations due to simple negligence. If cardinal duties have been violated, FWTM's liability for damages in all cases of simple negligence shall be limited to the damage which is the predictable, typical and direct average for this type of contract.

5. The limitations of liability in accordance with the above Sections 16.3 and 16.4 shall also apply in favour of the legal representatives and vicarious agents of FWTM.

### § 17 Withdrawal, termination

1. In the event of a violation of essential contractual obligations and having set a deadline to no avail and given a warning that services will be refused, FWTM shall be entitled to withdraw from the agreement, in particular in the following cases:

- a) the payments due from the client (contractual fee, ancillary costs, security deposit) have not been made in time;
- b) the official permits or licences required for the event have not been submitted;
- c) a substantial change to the purpose stated in the event agreement has been made;
- d) the client did not expressly point out to FWTM upon conclusion of the agreement that a security concept pursuant to Section 43 (1) Regulation for Venues in Baden-Württemberg (VStättVO) may become necessary due to the nature of the event and its participants, and that such a concept can no longer be implemented (at short notice) prior to the event
- e) the client breaches statutory provisions, in particular the Regulations for Venues or conditions and stipulations made by the authorities;
- f) the client fails to fulfil their legal and official duties – only to the extent in which they are connected with the event – or the notification, reporting and payment obligations towards FWTM, public authorities, the fire brigade, first aid and emergency services or GEMA as stipulated in the agreement;
- g) the client becomes the subject of insolvency proceedings or the opening of insolvency proceedings is dismissed for lack of assets.

2. If FWTM uses its right to withdraw for one of the reasons stated in § 17 (1) a to g, claims for payments of fees shall be upheld, with the deduction of any costs that are saved.

3. If the client is an agency, FWTM and the agency shall have a right to special termination in the event that the client (organiser) withdraws the order or terminates the agreement with the agency. This right of special termination shall only be executable if the agency's client takes over all of the rights and obligations from the existing agreement with FWTM, and if he/she provides adequate security at FWTM's request.

### § 18 Cancellation of the event

If the client fails to hold the event on the agreed date for a reason for which FWTM is not responsible, the client shall pay a compensation based on the agreed fee. The same applies if the client withdraws from the agreement or terminates it extraordinarily without being entitled to an individually agreed or mandatory statutory right to cancel or withdraw. In these cases, the cancellation fee shall be as follows:

- up to 365 days prior to start of the event: 10%

- up to 270 days prior to start of the event: 20%
- up to 180 days prior to start of the event: 50%
- up to 90 days prior to start of the event: 75%
- thereafter: 90%

of the agreed fees. The cancellation fee shall also be payable on a pro rata basis in the event of downsizing or partial cancellations. Cancellation, termination or withdrawal shall be made in text form and must be received by FWTM within the specified deadlines. If FWTM has incurred a higher damage, they shall be entitled to present the damage in the corresponding amount instead of the lump-sum cancellation fee, and to demand compensation from the client. The client shall be at liberty to prove that no damage or significantly less damage has been incurred, or that the expense is less than the required cancellation fee.

### § 19 Force majeure

1. Force majeure is an external event with a significant impact on the contractual relationship which could not be foreseen based on human judgement and experience and which cannot be prevented or mitigated using financially tolerable means, even when exercising the greatest possible care that can reasonably be expected under the circumstances.

2. If an event cannot be carried out on the agreed date due to force majeure, both parties shall be entitled to withdraw from the agreement if an agreement to postpone the event cannot be reached.

3. In the event of withdrawal from the agreement or postponement of the event, the client shall be obliged to cover any expenses already incurred by FWTM. Expenses include costs for external services that have already been commissioned as well as FWTM's costs for preparing for the event. Unless the client objects, these expenses may be covered by a flat-rate fee of up to 25% of the agreed fees, irrespective of the expenses actually incurred. If expenses are settled on the basis of actual expenses incurred, there shall be no upper or lower limit. In all other cases, the contract partners shall be released from their payment and performance obligations.

4. The number of visitors attending and the non-attendance of event speakers, presenters, artists and other participants shall fall within the client's area of responsibility. This shall also apply to any external events that may affect the event, such as demonstrations or threats, which are usually influenced by the type of event, its content and any media attention. It is recommended that the client take out disruption and cancellation insurance for the event in order to ensure appropriate protection against associated financial risks.

5. The interruption or relevant restriction of the energy supply to the venue, in particular due to interventions in the supply network and sovereign orders that are outside the sphere of influence of FWTM, shall be deemed equivalent to a case of force majeure. In such a case, the assertion of claims for damages and the reimbursement of expenses shall be excluded for both contracting parties.

### § 20 Execution of domiciliary rights

1. For the duration of the contractual period, FWTM and any agents appointed for the purpose of this agreement shall continue to have unrestricted domiciliary rights towards the organiser, his/her visitors and third parties.

2. In addition to FWTM, the client and his/her event manager shall also have domiciliary rights in the rooms provided, to the extent necessary for safely holding the event. The client and his/her event manager shall ensure the orderly and safe organisation of the event in the rooms of the venue provided. They shall enforce the House Regulations with respect to visitors. In the case of violations of the House Regulations, they shall take the measures necessary to prevent further violations.

3. FWTM and its agents shall be granted free access to all rooms and areas of the event in the execution of their domiciliary rights.

### § 21 Discontinuation of events

In the event of violations against essential contractual obligations, safety-related regulations and in particularly dangerous situations, FWTM may request that the client vacates and surrenders the objects of the agreement. In the event that the client does not follow such a request, FWTM shall be entitled to have the venue cleared at the expense and risk of the client. In such an event, the client shall be obliged to pay the full fee.

### § 22 Data processing, data protection

1. FWTM shall make the property specified in the agreement available to the client for the organisation of events and shall provide event-related services through its own employees and through contracted service providers. In order to fulfil the purpose of the business contractually agreed, personal data transmitted by the client

to FWTM shall be processed in accordance with the provisions of the EU General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG). The client, for their part, undertakes to inform all data subjects whose data is transmitted to FWTM in connection with the planning and implementation of the event, of the purposes specified in sections 22.2 to 22.5.

2. Service providers for event-related services shall receive personal data of the client and their authorised contact persons from FWTM for the provision of their services, insofar as this is necessary for the execution of the agreement or is in the client's legitimate interest in accordance with Art. 6 para. 1 (f) GDPR. In addition, FWTM shall use the client's data for mutual information and communication before, during and after an event as well as for their own event-related offers.

3. Personal data of the client, the event manager and their authorised contact persons may also be transmitted to the responsible bodies/authorities, in particular the police, the fire services, the public order office and the medical and rescue services, in order to coordinate the respective security concept for the event.

4. FWTM shall process and store all personal data that they receive from the client for as long as is necessary for the fulfilment of contractual and legal obligations. FWTM generally deletes such data after 5 years in compliance with tax and commercial law regulations, unless the business relationship is ongoing.

5. If a data subject does not agree with the storage or handling of their personal data or if this data has become incorrect, FWTM shall arrange for the deletion or blocking of the data or make the necessary corrections if instructed to do so. For this purpose, the data subject may send an email to [datenschutz@datasekure.de](mailto:datenschutz@datasekure.de) at any time. Upon request, the data subject shall receive information free of charge about all personal data that FWTM has stored about them.

### **§ 23 Offsetting and retention rights**

The client may only exercise any offsetting or retention rights if his/her counter-claims have been conclusively determined through a court ruling, or if they are undisputed or accepted by FWTM.

### **§ 24 Assignment**

All of the client's takings from selling tickets before and at the event shall be designated in advance for FWTM, up until the amount totalling FWTM's claims made in the event agreement.

### **§ 25 Place of performance/jurisdiction**

1. The place of performance for all claims arising from the agreement shall be Freiburg.

2. This agreement is subject to German law.

3. If the client is an entrepreneur or if the client does not have a general place of jurisdiction in Germany, Freiburg shall be the place of jurisdiction for any disputes arising from, or in connection with, this agreement.

4. FWTM has agreed to participate in dispute settlement before the competent consumer conciliation body:

Universalschlichtungsstelle des Bundes

Zentrum für Schlichtung e.V.

Straßburger Straße 8

77694 Kehl am Rhein, Germany

(§ 36 para. 1 no. 2 of the German Act on Alternative Dispute Resolution in Consumer Matters (VSBG).

### **§ 26 Severability**

If individual provisions of these General Terms and Conditions for Events or of the Safety Regulations for Events shall be or become invalid, then this shall not affect the validity of the other provisions. In this event, the invalid provision shall be amended or altered in such a way as to achieve the intended purpose as closely as possible.

# HOUSE REGULATIONS

Konzerthaus Freiburg, Messe Freiburg and Historisches Kaufhaus (hereinafter referred to as the venues) are operated by Freiburg Wirtschaft Touristik und Messe GmbH & Co.KG (hereinafter referred to as FWTM). The House Regulations apply to the venues and the associated outside areas. They apply to all persons entering, or present at, the venues or the premises.

FWTM and any third parties appointed by it (organisers) shall have **domiciliary rights**.

FWTM shall be entitled to limit access to the venues and the outside areas for visitors, exhibitors and other third parties by, for example, only allowing access against presentation of an **entrance pass or entrance ticket**, and to check that the access rules are observed.

**Children and young people** aged 14 and under shall only be granted access when accompanied by adults. Any rules deviating from this shall be published separately. Young people aged 15 and over have the same unlimited access as adults. Any event-specific, special regulations such as “expert visitors only” shall remain unaffected.

FWTM staff and staff of the security services under contract with FWTM shall be entitled to carry out **identity checks** on the premises. Persons found without valid entrance passes or who are not authorised to be in the hall or on the premises for any other reasons shall have to leave the premises immediately.

**Bags, containers** and clothes such as coats, jackets and shawls may be searched. Visitors who do not agree with objects that may jeopardise the event or pose a risk to visitors being confiscated by the visitor management service shall not be permitted to enter the event. Rejected visitors shall not be entitled to have their entrance fees reimbursed. Depending on the type of event, carrying coats, jackets, umbrellas, bags and similar containers may be prohibited. **At public events where tickets are (pre-)sold, coats, bags, backpacks and other objects (larger than DIN A4) must be deposited in the cloakroom. Visitors are required to pay the applicable cloakroom charge according to the price list displayed.**

For safety reasons, personal objects – items of clothing, bags, suitcases, etc. – may not be stored anywhere but in the cloakroom on the ground floor. Items left in the building shall be picked up by FWTM staff and can be collected from the cloakroom against payment of the valid cloakroom fee.

Each person shall receive a cloakroom tag in return for the items deposited in the cloakroom. The person shall receive an additional ticket for any other items left in the cloakroom. Items deposited in the cloakroom shall only be returned upon presentation of the cloakroom tag or ticket, though no other evidence of entitlement is required.

In the case of loss of the cloakroom tag/ticket, the items left in the cloakroom will only be handed over once all other visitors have collected their items. Loss of the cloakroom tag is to be communicated to the cloakroom staff immediately, indicating the name, address and telephone number of the visitor. This being the case, the visitor is then required to pay € 10.00 to the cloakroom staff in place of the lost cloakroom tag.

Visitors are obliged not to leave any objects such as identity documents, credit cards, cash, keys, mobile telephones, or valuable items such as jewellery etc. in the cloakroom. The cloakroom services provided by FWTM do not extend to the storage of such objects, but exclusively to the item deposited in the cloakroom in exchange for a cloakroom tag/ticket. Visitors bear the risk of loss or damage for all objects in the items deposited in the cloakroom. This expressly applies to objects left inside items such as bags, backpacks etc. FWTM is excluded from the liability for such objects.

Persons who are obviously under the **influence of alcohol or drugs** may be excluded from the event.

All equipment at the event shall be treated **with care**. Inside the venue, everyone shall behave in such a way as not to harm, endanger, hinder or bother others more than is unavoidable in the circumstances.

**Smoking is prohibited** in closed rooms. This also applies to e-cigarettes. The consumption, trade and distribution of cannabis products containing THC is prohibited everywhere on the premises of the venue, including in the designated outdoor smoking areas.

Any behaviour that may disturb the normal course of the event, or which violates the justified interests of FWTM in some other way must be refrained from, in particular:

- accessing non-public areas;
- carrying out any unauthorised commercial activity on the premises (in particular offering objects and services of any kind with or without charge);
- the unauthorised distribution or putting up of flyers, advertising leaflets, posters, magazines, etc. and applying stickers of any kind;
- bringing animals; Exceptions: guide dogs for the disabled or blind and dogs used for police or security work;
- dirtying the halls or the outside areas as well as any behaviour which may harm the environment or put it at risk;
- using bicycles, scooters, kickboards, roller skates, inline skates, skateboards and similar means of transport inside the venue and on the premises;
- holding unauthorised meetings and rallies of all kinds.

It is **not permitted** to bring in the following objects:

- weapons or dangerous objects which may injure people if thrown;
- laser pointers;
- gas spray bottles, acid or colouring substances or pressurised containers for highly flammable or hazardous gases, excluding standard pocket lighters;
- containers made of breakable or splintering material;
- fireworks, rockets, Bengal lights, smoke powder, flares and other pyrotechnic objects;
- flags and banners;
- mechanical and electrical noise-producing instruments;
- food and drinks, disposable crockery and bottles;
- racist, xenophobic or radical propaganda material;
- video cameras and other devices for making audio or video recordings (unless permitted by the organiser);
- umbrellas and walking sticks must be deposited in the cloakroom (except walking sticks for the disabled)

**Rights to one's own image:** If FWTM staff, the organiser or companies acting as their agents take photos or make film and/or video recordings at the venue for reporting or advertising purposes, such activities may not be obstructed or adversely affected in any other way. **All persons entering or present at the**



venue shall be informed of the rules pertaining to photographs, film and video recordings at the venue as laid down in the House Regulations. Recordings of event participants and visitors may be published in accordance with Section 23 of the German Act on the Protection of the Copyright in Works of Art and Photographs (KunstUrhG).

**Noise levels at music events:** In order to reduce the risk of health damage due to loud noise at music events, we particularly recommend using protective hearing devices. On request, visitors may obtain hearing protection aids free of charge from the cloakrooms.

**Bans on entering the premises** issued by FWTM shall be valid for all ongoing and future events organised at the venue. FWTM may lift the ban on entering the premises at its own discretion.