

GENERAL TERMS AND CONDITIONS FOR EVENTS (GTCE)

Augsburger Schwabenhallen Messe- und Veranstaltungsgesellschaft mbH

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Note on Gender Consciousness:

For reasons of better readability, these GTCE use the generic masculine. This does not imply a discrimination against other genders but is to be understood as gender neutral.

§ 1 Scope

1.1 These General Terms and Conditions for Events (GTCE) of Augsburgischer Schwabenhallen Messe- und Veranstaltungsgesellschaft mbH (hereinafter referred to as the "ASMV") apply to the provision of event areas, rooms and halls in and on the premises of the event venue. They also apply to event-related services and works at events and to the provision of mobile facilities and technology.

1.2 These GTCE shall apply to natural persons (hereinafter referred to as "private individuals"), to persons operating commercially, to legal entities under public and private law and to special funds under public law (hereinafter referred to as "companies"). These GTCE shall apply to all future contracts including multi-year and renewing contracts with companies.

1.3 Additional or conflicting contractual terms of the client (hereinafter referred to as the "organizer") only apply upon explicit written approval by the ASMV. Relevant contractual agreements that deviate from these GTCE will always take precedence over corresponding regulations within these GTCE.

§ 2 Contracting Parties, Organizer, Authorized Representatives

2.1 The contracting parties are the ASMV and the organizer designated in the contract. If the organizer is holding the event for a third party (e.g. as an agency), the organizer must disclose this information to the ASMV and name the third party in writing when entering into the contract at the latest. As the contracting partner of the ASMV, the organizer shall be responsible for all obligations defined in these GTCE. Changes as regards the organizer or the total or partial provision of the event venue against payment or free of charge to third parties requires the prior written consent of the ASMV.

2.2 Prior to the event, the organizer shall name a representative in writing authorized to make decisions and to manage the event. At the request of the ASMV, this person will assume the role and responsibilities of an event manager pursuant to the Bavarian event venue regulations (VStättVO).

2.3 If the organizer does not meet the obligations outlined in these GTCE, the event may be restricted or canceled.

§ 3 Reservations, Conclusion of Contract, Contract Amendments

3.1 Oral, electronic or written reservations for specific dates only represent an option for the following contract conclusion. Reservations are only confirmed for a limited period of time and are non-binding with regard to the following contract conclusion. Reservations expire at the end of the return date specified in the reservation or in the contract. There is no right to an extension of an expiring option. Reservations and event options are not transferable to third parties. The repeated holding of an event or the repeated provision of premises or areas on certain dates shall not create any rights for the future, unless a specific agreement has been made in the contract.

3.2 Event contracts require the written form and the signature of both parties to enter into force. To satisfy the requirement of the written form, it suffices to send the copies of the contract as a PDF file with the scanned signatures to the other contracting party by email. According to § 126a German Civil Code (BGB), it suffices as well to use the electronic form i.e., the electronic signature of both parties.

3.3 The ASMV might send unsigned copies of contract proposals to the organizer. However, the contract only comes into force if the organizer signed both copies sent to him, sent them back to the ASMV within the return period specified in the contract and received a signed copy back. The quotation and the signed contracts can be send to the ASMV by email or by post.

3.4 The written form requirement of agreed changes or amendments to the contract shall be deemed satisfied if the corresponding declaration is communicated by email or by fax and confirmed by the other party. By the same token, oral agreements shall be confirmed in written form immediately. The short notice request for and the installation of media and event technology equipment can also be confirmed by a handover protocol.

§ 4 Subject Matter of the Contract

4.1 Subject matter of the contract is the provision of areas and premises in the event venue for the purpose of use indicated by the organizer as well as the provision of event-related services. The event venue, the premises and rooms shall be provided in accordance with approved escape route and seating plans with a clearly defined visitor capacity for the purpose of use indicated by the organizer. The exact designation of the object of use, the maximum visitor capacity and the purpose of use shall be made in writing in the contract or as an annex to the contract. If no information is provided on visitor capacities, the organizer may inspect the existing and approved escape route and seating plans at any time and present his event planning in return. Regulatory and sovereign orders to reduce the visitor capacity must be observed. The organizer must ensure that no more people than the permissible number of visitors will be admitted to the event venue for his event. Any new plans made by the organizer that deviate from the approved plans shall be submitted for approval to the competent building authority at least 6 weeks prior to the event. As a chargeable service and upon prior consent of the organizer, the ASMV shall apply for approval. The organizer shall bear all costs and risks associated with the official approval.

4.2 The organizer shall obtain a limited right of use for the general foot traffic areas, paths, toilets, cloakrooms and entrance areas for the duration of the event. Moreover, the organizer shall acquiesce to the joint use of these areas by third parties. If several events take place at the same time at the same event venue, each organizer shall do their utmost to avoid mutual disturbances. The organizer has no contractual right to restrict the event of other organizers.

4.3 Unless otherwise agreed in the contract or in an annex to the contract, the functional premises and areas in the event venue such as workshop areas, technical rooms and offices are not subject matter of the contract and will not be provided to the organizer. This also applies to all wall surfaces and building spaces as well as to windows, ceilings and wall surfaces outside of the venue, especially in areas of general foot traffic and in entrance areas.

4.4 Any changes to the event title as specified in the contract, to the time of the event, to the type of event, to the event schedule or to the purpose of use as well as changes as regards the contracting party or any kind of "transfer to third parties" (e.g. subletting against payment or free of charge) requires the prior written approval of the ASMV. Approval may be refused without justification. Approval can only be obtained, if concerns of the ASMV are not prejudiced, especially with regard to already existing or planned events.

§ 5 Parking Areas

5.1 A limited number of paid parking spaces are available on the grounds or in the vicinity of the ASMV. The ASMV does not guarantee to provide enough parking spaces for visitors of a specific event. The ASMV is responsible for managing the available parking spaces and for arranging additional parking spaces if required. This responsibility can be transferred to the organizer in individual cases.

The German Road Traffic Regulations (StVO) apply on the premises.

Parking in delivery zones is only permitted for a short period of time for the purpose of delivery. During events, parking is prohibited in delivery zones and especially in fire department access zones. In the event of non-compliance, the ASMV is obliged to remove parked vehicles at the vehicle owner's expense. Radio and television broadcast trucks shall be parked in areas suitable for this purpose in coordination with the ASMV.

§ 6 Handover, Careful Handling, Return

6.1 Prior to the event, usually with the beginning of the set-up, each contracting party can request a joint inspection of the event areas provided as well as of the emergency exits and emergency escape routes. The organizer shall immediately report any defects or damage to the subject matter of the contract to the ASMV in writing. Both parties may request a handover protocol, which outlines the state of the subject matter and any possible defects or damage. If a handover protocol is waived, it is to be assumed that there are no defects beyond the usual wear and tear at the time of inspection. Should the organizer notice any damage at a later stage, or should the organizer or event visitors cause any damage, the organizer is obliged to notify the ASMV immediately. The organizer is recommended to take photos of visible pre-existing damage and to notify the ASMV i.e., transmit the photos electronically prior to the event, if possible.

6.2 The organizer shall ensure that the provided areas in the event venue including the equipment therein and thereon, are treated with care and kept in a clean condition. All types of damage shall be reported to the ASMV immediately. If there is an immediate risk of the damage becoming worse, the organizer shall take the necessary steps to mitigate the consequences immediately.

6.3 All items, structures and decorations brought in for the event shall be removed by the agreed date of deconstruction and the original state shall be restored. Items left in the event venue may be removed at the organizer's expense. If the subject matter of the contract is not returned in a clear and clean condition in due time, the organizer shall pay compensation for use corresponding to the user fee. If the venue is severely soiled beyond what is usual for an event, the ASMV is entitled to charge a cleaning fee. The ASMV reserves the right to assert further claims in the event of damage or delayed return of the subject matter of the contract. A tacit extension of the contract in case of a delayed return is not possible. The provision of § 545 BGB (German Civil Code) does not apply.

§ 7 User fee, Price adjustments, Payments

7.1 The contractually agreed fee, including the required advance payments are listed in the "List of Services and Costs", which is attached to the contract as an annex. The overview of services and costs will be updated during further event planning based on the information provided by the organizer and the event-related requirements. The final invoice for all the services will be issued after the event in accordance with the services ordered and provided.

7.2 The number and the costs of safety personnel (security service, medical service, fire safety) individually depend on the type of event, the number of visitors and the event-related requirements and risks. The organizer shall bear these costs. The necessary security measures shall be determined during the event evaluation by the ASMV in coordination with the competent authorities for safety and fire protection.

7.3 The event-related costs for electricity and fuel for heating are generally not metered based on consumption. They are shown as "service charges" and divided into electricity and fuel for heating in the "Overview of services and costs" in the contract. If the purchase prices for electricity and fuel for heating change by over 10% between the conclusion of the contract and the date of the event, ASMV reserves the right to adjust the price by the actual percentage change in the flat-rate energy cost share if the price increase exceeds 10%, and the organizer shall be entitled to a price adjustment by the actual percentage change in the flat-rate energy cost share in the event of a price reduction of more than 10%. The right to a price adjustment shall not be implemented if the period between the conclusion of the contract and the date of the event is less than 4 months. In the event of a price adjustment, ASMV will be obliged, at the request of the organizer, to disclose the prices at which electricity and fuel for heating are purchased from ASMV's energy supplier for the place of assembly.

7.4 If event-related costs for electricity and fuel for heating are determined by meter readings after consumption (the "peak reading"), ASMV shall invoice these to the organizer after the event. The purchase prices payable by ASMV to its energy suppliers at the time of the event shall apply, and shall be disclosed by ASMV at the request of the organizer in a manner that can be verified.

7.5 If a period of more than four months elapses between the conclusion of the contract and the date of the event, the prices quoted for personnel, services and works (in particular security services, cleaning, seating, cloakroom, catering) may be adjusted by up to 15% to reflect the current market price developments. This applies equally to increases and decreases. An increase within this framework is only permitted if it is demonstrably not due to circumstances for which ASMV is unilaterally liable.

7.6 If a price increase is anticipated for the event pursuant to sections 7.3 to 7.5 and results in an unreasonable price increase in the total usage fee payable, the contracting parties shall enter into renegotiations on the amount of the cost increase to be borne by the organizer. The organizer has a subordinate right of withdrawal in the event of an unreasonable demand.

7.7 Unless otherwise agreed in the contract, the organizer shall make all payments to the ASMV's bank account within 14 days after invoicing. If companies or persons acting commercially in accordance with § 288 (2) BGB (German Civil Code) and may claim a lump sum for delays in the amount of €40 pursuant to § 288 (5) BGB, the ASMV is entitled to charge default interests in the amount of 9% points above the base interest rate of the ECB as well as a lump sum to the tune of € 40. As regards private individuals, the ASMV is entitled to charge default interests in the amount of 5% points above the base interest rate of the ECB.

7.8 In order to secure their contractual claims, the ASMV is entitled to demand reasonable deposit payments prior to the event. Unless otherwise agreed in the contact, these payments shall be made to the ASMV's bank account 4 weeks prior to the start of the event at the latest.

§ 8 Advance Ticket Sales, Numbers of Visitors, Service Cards

8.1 The organizer is responsible for advance ticket sales and ticket sales at public events.

8.2 The organizer is contractually obliged to comply with approved seating plan as well as with the maximum permissible number of visitors. At public events with advance ticket sales, the organizer shall coordinate the seating plan with the ASMV prior to the beginning of the advance ticket sale. The tickets shall be booked in the tickets sales system in correspondence with the available capacity. The same applies to the sale of hard tickets. The organizer is not entitled to start selling event tickets before agreeing the above-mentioned points with the ASMV. If no tickets are sold, the organizer is obliged to take other safety precautions to manage capacity and access at the request of the ASMV.

8.3 Upon request, the organizer provides up to 40 tickets for business purposes to the ASMV.

§ 9 Marketing, Advertising, Sponsors

9.1 The organizer is responsible for the advertising for the event. Advertising measures on the premises, building, walls, windows, columns, etc., require the prior written approval of the ASMV.

9.2 The organizer shall be named on any printed matter, posters, admission tickets or invitations in order to indicate that a legal relationship has only been established between the organizer and the event visitors and not between the event visitors and the ASMV.

9.3 If the event venue is mentioned in any announcement (including on the internet), on printed matter, posters or admission tickets, only the original logos of the event venue shall be used. Any further use is not permitted without the prior consent of the ASMV.

9.4 Setting-up and displaying advertising boards or posters is only permitted upon prior approval of the ASMV (s. Section 9.1). The organizer has the duty to implement safety precautions as regards all advertising that the organizer has installed in the event venue. This also includes special safety obligations in the event of extreme wind.

9.5 The organizer shall indemnify the ASMV irrevocably against any claim arising from violations of third-party rights due to the event or the advertising for the event (copyrights, image and name rights, trademark rights, competition rights, personal rights) or of other legal provisions. This obligation of indemnification also extends to all possible warning, court or litigation costs.

9.6 Any recording at or of the venue and its facilities for commercial use as well as of venue logos and names require the prior written consent of the ASMV.

9.7 Image and sound recordings for the purpose of transmission and dissemination and recordings for all media and data carriers such as radio, television, internet, virtual and physical storage media require prior the written approval of the ASMV, regardless of whether they are recorded against payment or not.

9.8 The ASMV is entitled to refer to the event in its event program on all advertising media, in the foyer and on the internet, unless the organizer objects in writing.

9.9 The ASMV is entitled make and distribute free image and audio recordings to market the event venue, unless the organizer objects in writing. This shall be agreed with the organizer in advance.

9.10 Advertising for third parties or third-party events in the event venue, require the prior consent of the ASMV. The organizer has no right to remove, change or restrict any existing advertisement of the ASMV or a third-party during the event.

§ 10 Provision of Catering, Distribution of Goods, Merchandising, Cloakrooms

10.1 In the event venue, catering services are provided by the ASMV or an ASMV catering partner. Beverages shall be exclusively purchased from the associated supplier of the ASMV. In order to enable the proper provision of services, organizers of private events shall inform the catering partners about, and coordinate with them, any possible requests concerning the catering service in due time.

10.2 With the exception of catering for artists, the organizer is not entitled to bring outside food and drinks to the event venue, whether by own means or through a third party (caterer), unless the ASMV expressly grants permission. Permission may depend on an appropriate fee (catering fee) and on the catering permit.

10.3 During cultural events or concerts, the organizer is only entitled to distribute event-related products such as programs and merchandising articles. The use and set-up of stalls in places determined by the ASMV as well as selling products outside of stalls, requires the prior written approval of the ASMV. The ASMV grants approval against payment. The sales personnel can be provided by the organizer or by the ASMV against payment.

10.4 The ASMV and the organizer shall coordinate the management of the visitors' cloakrooms. If the cloakroom service is offered, the organizer shall ask their visitors to deposit their items of clothing. In accordance with the tariff posted, visitors shall pay the usual local cloakroom fee. The cloakroom personnel can be provided by the organizer or by the ASMV against payment. If the ASMV provides cloakroom personnel, the ASMV is exclusively entitled to claim the revenue from the cloakroom service. The ASMV does not assume liability for valuable items, money or keys in bags or in items of clothing deposited at the cloakroom.

10.5 At private events and against payment, the organizer can demand personnel for the cloakroom. If the organizer does not commission a cloakroom, the ASMV shall assume no care or safekeeping obligations for any deposited item of clothing within the generally accessible cloakroom areas. In this case, the organizer shall be liable for lost items of clothing belonging to event visitors.

§ 11 Official Approval, Legal Reporting Obligation, Information

11.1 The organizer shall meet all officially and legally required reporting, notification and approval obligations at their own expense.

11.2 The organizer shall comply with the regulations applicable at the time of the event, especially with the regional building regulations, the German Occupational Safety and Health Act, the Trade Regulation Act, the Youth Protection Act, the Accident Prevention Regulations of Germany's Employer's Liability Insurance Associations as well as the Bavarian Event Venue Regulations (VStättV).

11.3 The organizer is responsible to apply for exemptions in accordance with the Law on Sundays and Public Holidays (FTG) for events scheduled on a Sunday or a holiday. This also applies for trade fairs and exhibitions under trade law and the associated exemptions. If the organizer plans to hold an event on a Sunday or on a holiday, the organizer is recommended to make a preliminary request at the competent authority before signing the contract.

11.4 The organizer is responsible for taxes arising from the implementation of the event. For all artists commissioned by the organizer, the latter is responsible for paying the artists' social security contributions to the artists' social insurance as well as income tax and VAT for (foreign) artists with restricted tax liability.

§ 12 Radio Networks / Wireless LAN

12.1 The organizer is not entitled to set-up any personal radio networks or wireless LAN networks and/or to put wireless LAN access points into operation without prior approval of the ASMV. Networks used without permission may be taken out of operation without prior notice. The ASMV reserves the right to claim damages arising from disturbances.

12.2 Organizers who use the internet connection at the event venue (LAN or wireless LAN) or provide it to their visitors/guests shall be liable for any abuse resulting from the infringement of copyrights, the dissemination or downloading of protected or prohibited content or the visiting of websites with criminal content. If the ASMV is held liable for any infringements made by the organizer, visitors or guests to the event, or other users "in the organizer's team", the organizer shall indemnify the ASMV against all financial claims including any legal costs.

§ 13 GEMA, GVL

13.1 The organizer alone shall be responsible for timely registration with GEMA (Society for musical performing and mechanical reproduction rights) or with GVL (Society for the application of neighboring rights [with limited liability]) and for the timely payment of fees for the performance or reproduction of works protected by neighboring rights. Prior to the event, the ASMV may ask the organizer to present written proof of the event registration with GEMA or GVL, written proof of invoicing by GEMA or GVL, or written proof of the payment of GEMA/GVL fees.

13.2 If the organizer is not willing or able to prove the payment of fees, the ASMV may ask the organizer to pay a security payment in the amount of the expected GEMA or GVL fees up to 14 days prior to the event at the latest.

§ 14 Liability of the Organizer, Insurance

14.1 The organizer shall be responsible for public safety within the event venue with regard to all facilities, structures, suspensions and decorations brought in as well as for the safe course of the event.

14.2 The organizer shall return the event venue to the ASMV in the state in which it was provided. The organizer shall be liable for all damage caused in connection with the event, whether caused by the organizer, by the organizer's contractors or by the visitors.

14.3 Event-related damage is part of the organizer's sphere of risk, as far as it can be explained by the type of event, their participants or by the content and course of the event. In this respect, the organizer shall also be liable for damage caused by riots or demonstrations against the event or damage caused by comparable incidents occasioned by the event.

14.4 In addition to personal injury and to damage to the event venue and its facilities, the scope of the organizer's liability also comprises losses resulting from the fact that a third-party event could take place or could not take place as planned.

14.5 The organizer shall indemnify the ASMV against any third-party claim arising in connection with the event wherever the organizer, the organizer's contractors or event participants and visitors are answerable. Any contributory negligence on the part of the ASMV and its contractors shall be taken into account and proportioned accordingly. The ASMV's responsibility to ensure the safety and proper maintenance of the event venue according to § 836 BGB remains unaffected.

14.6 The organizer is obliged to take out a third-party liability insurance for the duration of the event, including set-up and deconstruction. The organizer shall present their liability insurance to the ASMV 14 days prior to the start of the event at the latest. Minimum coverage required:

- For property damage (including damage to rented property and consequential damage to rented property) as well as personal damage € 10,000,000 (in words: ten million euros).

Taking out such an insurance does not limit the organizer's liability to the ASMV or to third parties.

§ 15 Liability of the ASMV

15.1 Upon contract conclusion, strict liability of the ASMV for damages for hidden defects (§ 536 a para. 1,1. alternative BGB) in the event venue and its facilities is excluded. This shall not affect any claim to reduce the fees due to defects, provided that the ASMV has been notified of such a perceptible and repairable defect and of the intention to reduce the fees during the provision of the premises.

15.2 The ASMV assumes no liability for the loss of or damage to objects, equipment, superstructures, or other valuable items brought in by the organizer, unless a fee-based or special safekeeping agreement has been reached. Upon the organizer's request, a security company approved in accordance with § 34a GewO (German Trade, Commerce and Industry Regulation Act) can be commissioned to guard third-party property at the organizer's expense.

15.3 The ASMV shall assume liability to pay compensation for property damage and financial losses sustained by the organizer due to the ASMV failing to meet contractual obligations on a grossly negligent or willful basis, or due to an express guarantee of the ASMV for services provided. Any further liability of the ASMV for damages is excluded, except for the ASMV'S liability for personal injury and for failing to meet fundamental contractual obligations (cardinal duty). Cardinal duties are fundamental contractual obligations, which must be complied with in order to ensure the proper performance of the contract. Both contracting parties rely and can rely on the compliance with these fundamental contractual obligations.

15.4 Pursuant to the statutory provisions, the ASMV shall also be liable in derogation from Section 15.3 for failing to comply with its contractual obligations on simple negligence, if the ASMV is answerable for personal injury or for the infringement of cardinal duties. However, if the ASMV infringes on its cardinal duties, its liability for damages in cases of simple negligence shall be limited to an average damage which is foreseeable and typical for the type of contract.

15.5 This limitation of liability according to the Section 15.3 and 15.4 shall also apply to legal representatives and to contractors and employees of the ASMV.

§ 16 Cancellation, Withdrawal, Extraordinary Termination

16.1 If the organizer does not hold the event at the scheduled time, for reasons of which the ASMV is not answerable, the organizer shall pay a cancellation fee based on the agreed user fee. The same applies if the organizer withdraws from the contract or terminates it without having an individually agreed or mandatory statutory right of termination or withdrawal. In these cases, the cancellation fee amounts to:

- up to 12 months prior to the event 50%
- up to 6 months prior to the event 75%
- less than 6 months prior to the event 90%

of the agreed user fee. The cancellation, termination or withdrawal require the written form and must be submitted to the ASMV within the stated deadlines. If the ASMV has incurred a greater loss, the ASMV shall be entitled to prove this loss and to demand corresponding compensation from the organizer instead of the cancellation fee. The organizer has the right to prove that no damage or a minor damage has been caused or that the damage is lower than the claimed compensation.

16.2 The organizer shall reimburse the costs already incurred due to the cancellation of the event, of services already commissioned from third parties (security service, medical service, fire department, checkroom personnel, technical services, etc.) on a case-by-case basis and upon presentation of proof, if they are not included in the usage fees pursuant to 16.1.

16.3 If the ASMV finds a third party to rent its event venue on a canceled date, the liability for damages according to Section 16.1 and 16.2 shall remain unaffected, if the provision of the premises to the third party would have also been possible on another date and/or if it does not make the same contribution margin.

16.4 The ASMV is entitled to extraordinarily terminate the contract or to withdraw from it if the following fundamental contractual obligations are not complied with:

- a) The organizer has not met payment obligations (user fees, advance payments, securities, etc.) in due time
- b) There is no proof that the organizer has taken out organizer's third-party liability insurance
- c) Official permits or authorizations, which are required for the event, are not obtained
- d) The purpose of use specified in the contract has been substantially changed without the consent of the ASMV
- e) The organizer has not disclosed the purpose of use in the contract, for instance that the event is organized by a "radical, political, religious or pseudo-religious" association or has corresponding contents
- f) The organizer violates legal regulations or safety and fire protection regulations
- g) The organizer does not meet legal or official notification obligations (as far as this is associated with the event) or contractually agreed disclosure and payment obligations as regards the ASMV, authorities or GEMA/GVL.
- h) An insolvency proceeding with respect to the organizer's assets has been opened or the opening of an insolvency proceeding was rejected for a lack of assets and the organizer or the insolvency administrator acting on behalf of the organizer's does not meet the contractual obligations or does not meet them in due time.

16.5 If the ASMV exercises its right of withdrawal for one of the reasons mentioned in Section 16.4, the ASMV shall retain the claim for payment of the agreed fees but must deduct any expenses saved thereby.

16.6 Prior to the declaration of withdrawal or an extraordinary termination, the ASMV shall announce a deadline with a threat of contract termination to the organizer, if the organizer is generally and immediately able to remedy the problems that justify a withdrawal from or an extraordinary termination of the contract.

16.7 If the organizer is an agency, the ASMV and the agency shall have a special right of termination in the event that the client withdraws or terminates the agency's mandate. This special right of termination can only be exercised if the agency's client assumes all rights and obligations from the existing contract with the ASMV and if the client provides an appropriate security payment upon request.

§ 17 Force Majeure, Restriction of the energy supply

17.1 Force majeure is an event that has a massive impact on the contractual relationship, an event that is unforeseeable according to human insight and experience, and which cannot be prevented or rendered harmless by economically acceptable means or by utmost care.

17.2 If an event cannot take place on the agreed date as a result of force majeure, both parties shall be entitled to withdraw from the contract, if no agreement can be reached on rescheduling the event.

17.3 In the event of a withdrawal or postponement, the organizer remains obliged to compensate the ASMV for expenses that have already incurred. These expenses include the cost of external services already commissioned and the costs for the event preparation. Regardless of the actual amount, these expenses may be compensated with a lump sum of up to 25% of the agreed fees, unless the organizer objects. If they are

invoiced based on the actual expenses incurred, there is no limit to the amount that needs to be compensated. Otherwise, both contracting parties shall be released from their payment and performance obligations.

17.4 The organizer bears the risk for the number of visitors present at the event as well as for the cancellation of speakers, lecturers, artists and other participants of the event. This also applies to incidents that effect the event from the outside, such as demonstrations and threat situations, which are usually influenced by the type of event, its content and the media perception of the event. The organizer is recommended to take out an interruption and cancellation insurance for their event, if the organizer wants to cover the associated financial risks accordingly.

17.5 Any interruption or significant restriction of the energy supply to the place of assembly, in particular through interventions in the supply network and owing to governmental orders that are outside the control of ASMV, shall be deemed equivalent to a case of force majeure. In this event, the assertion of claims for damages and the reimbursement of expenses shall be excluded for both contracting parties.

§ 18 Set-off and Retention Rights

18.1 The organizer only has set-off rights vis-à-vis the ASMV, if the organizer's counterclaims are determined without further legal recourse, undisputed or acknowledged by the ASMV.

18.2 The same applies to rights of retention, if the organizer is a merchant, a legal entity under public law or a special fund under public law. If the organizer is not part of this group of persons, the organizer is only authorized to exercise a right of retention, if his counterclaim is based on the same contractual relationship.

§ 19 Data Processing, Data Protection

19.1 The ASMV shall provide the object specified in the contract to the organizer for the holding of events and shall provide event-related services by the ASMV's staff or by commissioned service providers. In order to fulfill the contractually agreed business purposes, the ASMV shall process personal data as provided by the organizer in accordance with the EU General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG). The organizer on the other hand shall inform all data subjects, whose data is transferred to the ASMV during the planning and holding of the event, about the purposes specified in sections 19.2 to 19.5.

19.2 To be able to provide event-related services, the ASMV shall provide service providers with personal data from the organizer and from their authorized contact persons, if this is necessary for the performance of the contract or if pursuant to § 10 para. 1 (f) GDPR it is a legitimate interest of the organizer. Moreover, the ASMV uses the organizer's data for mutual information and communication before, during and after an event as well as for its own event-related offers.

19.3 In order to coordinate the corresponding security concept for an event, the organizer's, the event manager's and the authorized contact persons' personal data may be transferred to the competent authorities for instance to the police, the fire brigade and the public order office as well as to the medical and emergency service.

19.4 The ASMV processes and stores all personal data received from the organizer as long as this is necessary to meet contractual and legal obligations. The ASMV usually deletes this data after 5 years, in compliance with the tax and commercial regulations, provided that the business relationship is not continued.

19.5 If a data subject no longer agrees to the storage of their personal data or if their data has become incorrect, the ASMV will arrange for the data to be deleted, blocked, or corrected if requested to do so. Upon request, the data subject may receive free information of their personal data stored by the ASMV.

§ 20 Jurisdiction, Severability Clause

20.1 The place of performance for all claims arising from the contract is Augsburg. The law of the Federal Republic of Germany shall apply.

20.2 If the organizer is an entrepreneur or has no general place of jurisdiction in the Federal Republic of Germany, Augsburg shall be the place of jurisdiction for all disputes arising from this contract or in connection with this contract.

20.3 Should individual provisions of these GTCE, of the contract, of the “Safety Provisions for Events” or of the “Fair and Exhibition Provisions” be or become invalid, it shall not affect the validity of the remaining provisions. Instead of the invalid provision, the statutory provision of the German Civil Code (BGB) shall apply.