

Düsseldorf Congress

GENERAL TERMS AND CONDITIONS FOR EVENTS

for the venues:
CCD Congress Center Düsseldorf,
exhibition halls

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§ 1 Scope

1. The General Terms and Conditions for Events (GTCE) of Düsseldorf Congress GmbH (hereinafter referred to as Düsseldorf Congress) are applicable especially to the rental of event spaces, halls and rooms, to the provision of event-accompanying services and works during events as well as to the provision of mobile facilities and technology. They apply especially to events in the following buildings (hereinafter referred to as venues):

- CCD Congress Center Düsseldorf,
- Exhibition halls at the Düsseldorf Exhibition Centre.

2. Contracts with Düsseldorf Congress, whose contractual object are the holding of virtual or hybrid events as well as events where Düsseldorf Congress handles the electronic entry management for visitors shall be governed by these GTCE and additionally by the "Supplementary Agreement for Digital Services", which were made available to the Organiser and which he is sent again by Düsseldorf Congress upon request.

3. Additional and/or conflicting general terms and conditions of the contract partner shall only apply if Düsseldorf Congress has explicitly recognised them in writing.

4. If deviating agreements are made with the contract partner in the contract or an annex to the contract, these agreements will always take precedence over the corresponding regulations in these GTCE.

§ 2 Creation of the contractual relation, contract amendments

1. Event contracts shall only be effective if concluded in writing and signed by both contract parties. The requirement of the written form also applies to the cancellation of this written-form clause. Düsseldorf Congress forwards two signed copies of the event contract plus annexes (contract offer). Following countersignature the contract partner shall return one copy to Düsseldorf Congress (contract acceptance) within the period for return (deadline for acceptance) stated in the event contract. The event contract is deemed as concluded in a legally binding manner upon receipt of the contract acceptance by Düsseldorf Congress.

2. If, in deviation of no. 1, Düsseldorf Congress sends the contract partner non-signed copies of a proposed contract, the contract shall not be created until the contract partner signs two copies, returns them to Düsseldorf Congress by the date stated in the contract and receives a countersigned copy of the contract back.

3. If extensions and amendments to the contract are agreed within the scope of the event planning and execution of the contract, the requirement of the written form shall be deemed as adhered to if the respective declaration is forwarded in electronic form or by fax and confirmed by the other party. Verbal agreements must be confirmed in writing immediately in the same manner. In case of media or event-technology equipment ordered at short notice during the construction or event period the order is, as a rule, confirmed on a handover certificate or delivery note.

4. Verbal, electronic or written reservations for a specific event date shall merely keep the option open for subsequent conclusion of a contract. They shall be issued for a limited period only and are non-binding in respect of the subsequent conclusion of contract. They shall end at the latest upon expiry of the deadline (for return) stated in the reservation or contract. There is no entitlement to 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 rooms and areas on specific dates shall not give rise to any rights for the future, unless a corresponding provision to this effect has been included in the contract.

§ 3 Contract partners, Organiser

1. The contract partners are Düsseldorf Congress as operator of the venue and the user of the venue (hereinafter referred to as **Organiser**). The contract partners shall also be referred to as such in a contract on a purely virtual event. If the Organiser organises the event for a third party (e. g. as an agency), he shall disclose this to Düsseldorf Congress and

name the third party to Düsseldorf Congress in writing, at the latest upon conclusion of the contract. As contract partner the Organiser shall remain responsible for all obligations incumbent upon the "Organiser" under the wording of these GTCE. Any change of Organiser or gratuitous or non-gratuitous hiring out of the venue, in part or in full, to a third party, requires the express written consent of Düsseldorf Congress.

2. For accompanying specialist exhibitions approval for the hiring out of space to exhibitors (third parties) is deemed to be given if the exhibition is described as such in the contract or in a specification.

3. Prior to the event, the Organiser shall inform Düsseldorf Congress in writing of the name of a person entrusted with the management of the event and authorised to take decisions who will, upon request of Düsseldorf Congress, assume the function and duties of the event manager as per the "Safety Regulations for Events".

4. Failure to comply with the obligations incumbent upon the Organiser pursuant to these GTCE can result in restriction or cancellation of the event.

§ 4 Contractual Object

Düsseldorf Congress owes the services designated in the event contract and for which the following is agreed in addition:

1. The venue, event rooms and areas will be hired out on the basis of the officially approved escape-route and seating plans with a fixed visitor capacity for the purpose stated by the Organiser. The precise venue, the maximum visitor capacities and the purpose will be designated in writing in the event contract or as an appendix to the event contract. If no information is provided on visitors capacities, the contract partner/Organiser can inspect the existing, approved escape-route and seating plans at any time subject to submitting his event planning. The Organiser shall ensure in any case that under no circumstances will more visitors be admitted to, or more tickets be circulated for an event, than the visitor capacities set out in the approved escape-route and seating plan.

2. Changes to the event rooms and areas hired out, changes to the escape-route and seating plans as well as additional structures and fittings are only permitted with the prior, written consent of Düsseldorf Congress and after obtaining any official approvals potentially required. Any official approvals required (building permits, changes in use) shall be applied for and processed via Düsseldorf Congress. The duration, costs and risks associated with the approval being granted shall be borne 100% by the Organiser.

3. For events scheduled to take place on Sundays or public holidays, the Organiser shall be responsible for applying for exemptions under the law governing Sundays and public holidays (Public Holidays Act NRW). This shall also apply in respect of the assessment of trade fairs and exhibitions under commercial law and the related exemptions. If the Organiser intends to hold his events on a Sunday or public holiday, he is advised to submit a preliminary enquiry to the competent authority before concluding the contract. In view of all safety-relevant obligations to notify and obtain approval the "Safety Provisions for Events" of Düsseldorf Congress shall be complied with in any case.

4. If the Organiser does not hire the entire venue, he shall not have the right to exclusive use of entrances/exits, foyer areas, functional areas such as toilets, cloakrooms or outdoor areas. He shall tolerate joint use of these areas by other organisers, their visitors and Düsseldorf Congress. If several events are held simultaneously at the venue, each organiser shall behave in such a way that reciprocal disturbance of the respective other event is avoided if possible. The Organiser has no contractual right to restrictions of the event of another organiser.

5. Düsseldorf Congress is entitled to enter the venue hired out during the construction and dismantling periods as well as during an event for security and/or operational reasons.

6. Düsseldorf Congress is entitled to have services provided by subcontractors.

§ 5 User fees, operating costs, ancillary costs, value added tax

1. The contractually agreed fee is shown in the event contract or in a calculation annexed to this contract. Add to this the remuneration for the other services as well as for any additional services ordered subsequently, which can only be calculated precisely at the end of the contract. These services will be calculated on the basis of the price lists valid at the time of the respective event. All fees agreed are stated excluding the statutory value added tax applicable at the place of performance at the time of provision the service.

2. The information on the services and fees is based on the respective status of the event planning. Any changes in the event planning will result in updating and forwarding to the Organiser the amended calculation and/or overview of costs and services.

3. All building-technology installations and facilities as well as all technical facilities which the Organiser orders for his event from Düsseldorf Congress, shall be connected and operated exclusively by the technical staff of Düsseldorf Congress and/or by the technical service partners of Düsseldorf Congress. Costs incurred in connection with the presence and work of technical staff shall be at the Organiser's expense.

4. In accordance with § 40 of SBauVO "Persons responsible for event technology or event technology experts" shall be provided at the Organiser's expense for the construction and dismantling of stage, studio or lighting facilities. For details on the appointment and mandatory presence refer to the "Safety Regulations for Events" of Düsseldorf Congress.

5. The scope of the fire brigade, police, first-aid, security forces and stewards required depends on the nature of the event, the number of visitors and the specific risks of the individual event. The costs associated with the presence and deployment of these services shall be borne by the Organiser as well as the costs of the materials used by these services performing their duties.

6. The complete settlement will be based on a final invoice issued at the end of the contract term and based on the services provided as well as on the operating and ancillary costs incurred. Any advance payments already made will be offset against the final invoice.

7. Payments shall be made to the account of Düsseldorf Congress within 10 days of invoicing. In the event of default on payment, Düsseldorf Congress shall be entitled to charge companies and persons acting commercially default interest of 9 percentage points above the ECB base rate of interest as well as a lump-sum default charge of EUR 40.00. Düsseldorf Congress reserves the right of furnishing proof of higher damage caused by default.

8. Düsseldorf Congress has waived exemption from turnover tax as per § 9 UStG (Turnover Tax Act) on hiring out event rooms and areas and claimed refund of input tax for the building costs within the scope of the construction of the building. The Organiser herewith assures that he uses the contractual object exclusively for turnover that does not exclude the deduction of input tax (§ 9 Section 2 UStG). In the event of (partial or full) subletting of the event rooms and areas by the Organiser, the Organiser will also subject his contract partners to the same obligation and, within the scope of subletting, waive the exemption from tax on the rental turnover pursuant to. § 9 UStG, i.e. he will opt for compulsory payment of turnover tax. In the event of failure to comply with this rule Düsseldorf Congress may incur major damage which must be reimbursed by the Organiser in the event of a violation.

§ 6 Handover, return

1. Upon handover of the event rooms and areas, the Organiser is obliged, at the request of Düsseldorf Congress, to tour and inspect the venue, including the technical facilities, emergency exits and escape routes. If Düsseldorf Congress requires the Organiser to nominate a representative authorised to take decisions, this representative, at the request of Düsseldorf Congress, shall take part in the inspection and familiarise himself with the venue during the inspection.

2. If defects or damage to the contractual object is/are detected during the contract term, the Organiser shall notify Düsseldorf Congress immediately in writing. If one party (Düsseldorf Congress or the Organiser) requests the drawing up of a handover report noting the condition and possible defects or damage, the other party shall cooperate in this respect. The party requesting the report shall draw it up.

3. Items, structures, decorations and the like brought in by the Organiser or by third parties on his behalf during the contract term, shall be removed completely by the Organiser by the end of the agreed contract term and the original condition be restored. After the contract term has expired the items brought in can be removed by Düsseldorf Congress at the expense of the Organiser; Düsseldorf Congress shall not be liable for these items left behind. Düsseldorf Congress is entitled to place these items left behind and not collected at the latest one day following the end of the contract term, into storage with a freight forwarding company at the expense of the Organiser.

§ 7 Catering, merchandising, smoking ban

1. As a matter of principle, the Organiser is not allowed to offer food, drinks, refreshments or the like, either himself or through third parties, on the premises or in the event rooms or areas, and/or to bring such into the event rooms and areas. The exclusive catering rights in the event rooms and at the event areas lie with Düsseldorf Congress and its contractually affiliated food service companies.

2. The Organiser is not permitted to become involved in any commercial activity beyond the organisation of the event proper or to appoint commercial entities such as merchandisers, flower, tobacco sellers for his event without the prior, written consent of Düsseldorf Congress. If Düsseldorf Congress gives its consent an agreement will be made concerning whether and to what extent the Organiser shall pay additional user fees and/or a share of revenue to Düsseldorf Congress.

3. Smoking is not permitted in the venue. The Organiser shall ensure enforcement of the smoking ban pursuant to the NRW Non-Smoker Protection Act. The Organiser shall be obliged to enforcement with respect to the visitors. In the event of violations, he shall undertake the required measures to prevent further violations.

§ 8 Cloakrooms, toilets, surveillance of entrances

1. Visitor cloakrooms and toilets as well as the surveillance of entrances will be managed exclusively by Düsseldorf Congress and its affiliated service companies with local knowledge. All-day surveillance is required for the entrances to the used object(s). Management and surveillance costs are payable by the Organiser after invoicing.

2. A lump-sum price can be agreed for the use of cloakrooms and toilets at private events.

3. If management of the cloakrooms is not envisaged by Düsseldorf Congress, the Organiser can request manning of the cloakrooms against acceptance of costs. If no party is appointed for the management, the Organiser shall bear the sole responsibility for any lost items of clothing of visitors at his event.

§ 9 Accreditation, identification system

At the request of Düsseldorf Congress the Organiser is obliged to apply the identification system and/or the accreditation measures of Düsseldorf Congress for all own employees and service providers appointed.

§ 10 Car park regulation

1. Depending on other events, a limited number of parking spaces will be available to visitors on the premises or in the vicinity of the venue.

2. If radio and television transmission vehicles are used, they must only be parked on spaces suitable to this end and in agreement with Düsseldorf Congress; the Organiser shall consult with Düsseldorf Congress beforehand.

§ 11 Advertising, promotional activities

1. The Organiser shall be responsible for advertising of the event. All forms of advertising on the premises, at and in the venue are subject to

the prior consent of Düsseldorf Congress; this also applies to promotional activities. These shall be announced by the Organiser in writing and coordinated with Düsseldorf Congress in terms of their nature, scope, safety requirements and costs.

2. Düsseldorf Congress is not obliged to remove any existing advertising materials, even if this constitutes competition for the subject matter of the Organiser's advertising. Covering up existing advertising spaces by the Organiser requires the prior written consent of Düsseldorf Congress.

3. With all advertising measures and in all publications the Organiser shall be obliged to make clear and unmistakable reference to the fact that he is the Organiser and that the event is organised by him and not by Düsseldorf Congress.

4. When indicating the name of the venue in any form of announcements (including online), in printed matter, on posters and admission tickets, exclusively the original logotype as well as original logo of the venue shall be used. The corresponding artwork will be provided exclusively for this purpose.

§ 12 Production of audio, audio-visual and image recordings

1. Audio recordings, audio-visual recordings, image recordings as well as any other forms of recording and transmission of the event (radio, TV, Internet, loudspeakers etc.) also require the written consent of Düsseldorf Congress and are subject to the consent of copyright and ancillary rights holders.

2. Representatives of the press, radio and television will be granted access subject to the applicable safety regulations and seating plan. Düsseldorf Congress shall be informed of planned coverage in good time prior to the event.

3. Düsseldorf Congress has the right to prepare or have prepared image/sound recordings as well as drawings of event sequences and/or exhibited or used items for the purpose of documentation or for own publications, provided the Organiser does not object to this in writing.

§ 13 GEMA, GVL (German Performing Rights Society) social security contribution for artists

1. On-time registration and payment of the fees for the performance or reproduction of works protected by ancillary copyright with GEMA (Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte) – and/or with GVL (Gesellschaft zur Verwertung von Leistungsschutzrechten mbH) is the sole responsibility of the Organiser. Düsseldorf Congress can require the Organiser to submit written evidence of the registration of the event with GEMA and/or GVL, written evidence of invoicing by GEMA and/or GVL or written evidence of payment of the fees to GEMA and/or GVL in good time prior to the event.

If the Organiser is not willing or able to provide evidence of payment of the fees, Düsseldorf Congress can require the Organiser to make a security deposit in the amount of the foreseeable GEMA and/or GVL-fees in good time, by no later than 14 days prior to the event.

§ 14 Official permits, statutory reporting obligations

1. The Organiser shall fulfil all official and statutory reporting and notification obligations concerning the event at his own expense as well as obtain any necessary approvals – unless otherwise specified by these GTCE or the event contract – and to implement official rulings, requirements and conditions.

2. The Organiser shall comply with statutory regulations applicable at the time of the event, in particular those of the Ordinance on the Operation of Special Constructions (SBauVO), the Employment Protection Act, the Working Hours Act, the Industrial Code, the Protection of Minors Act and the accident prevention regulations of the employers' liability insurance associations at his own responsibility.

3. The Organiser shall bear all charges and taxes resulting from the holding of the event. The Organiser shall pay turnover tax on all the proceeds from the event (sale of tickets, programmes etc.). Any social

security charges for self-employed artists payable on artists' fees shall be paid by the Organiser to the corresponding body in due time.

§ 15 Liability of the Organiser

1. The Organiser shall be responsible for ensuring safe passage of persons and vehicles in the event rooms and areas hired out to him, for the duration of the contract relationship.

2. The Organiser shall return the areas hired out by Düsseldorf Congress to Düsseldorf Congress in the same condition in which he received them from Düsseldorf Congress. The Organiser shall be liable for any damage caused by him, his vicarious agents, his guests or other third parties in connection with the event pursuant to § 278 and § 831 BGB (German Civil Code), in line with the legal provisions. The application of § 831 Section 1 Sentence 2 BGB shall be excluded for both parties.

3. Event-related damage shall be the Organiser's risk in so far as the damage is a result of the nature of the event, its participants or the content or procedures of the event. The Organiser shall also be liable for damage caused by demonstrations against the event or by comparable occurrences caused by the event.

4. The Organiser shall indemnify Düsseldorf Congress irrevocably against all claims of third parties, asserted in connection with the event, in so far as these claims are attributable to him, his vicarious agents or his guests and/or visitors. The indemnity obligation shall also cover any official administrative fines and offences (e.g. disturbance of the peace, blocking of escape routes, exceeding of permitted visitor numbers, non-compliance with smoking bans) which might be imposed upon Düsseldorf Congress as operator of the venue in connection with the event.

5. The Organiser shall indemnify Düsseldorf Congress irrevocably against all claims resulting from any infringement by the event or advertising for the event, of rights of third parties (especially copyrights, rights to images and names, trademark rights, competition rights, personal rights) or other legal provisions. The indemnity obligation shall also cover any warning costs, court costs and prosecution costs.

6. The Organiser is obliged to take out organiser's liability insurance for the event covering event-related

- damage to persons and property of at least EUR 5,000,000.-- (EUR five million) and for
- economic loss of at least EUR 1,000,000.-- (EUR one million)

and to provide Düsseldorf Congress with evidence of this by submitting a copy of the insurance policy by no later than 4 weeks prior to the event. The obligation to take out insurance is a material contractual obligation.

Düsseldorf Congress is entitled to take out the required insurance at the Organiser's expense if the evidence of insurance cover is not provided in due time.

§ 16 Liability of Düsseldorf Congress

1. Fault-independent liability of Düsseldorf Congress for compensation for concealed defects (§ 536a Section 1, 1st Alternative BGB) is excluded. This shall not affect the claim to a reduction in the remuneration due to defects, provided, in the event of a defect being recognisable and rectifiable, Düsseldorf Congress is informed of the defect, or the intention to reduce the remuneration during the period of hiring out the event rooms and spaces.

2. Liability of Düsseldorf Congress for slight negligence is excluded unless material contractual obligations have been violated.

3. If material contractual obligations are violated, the duty of Düsseldorf Congress to pay damages in cases of slight negligence is limited to the direct, average damage, which is foreseeable and typical based on the nature of the contract. Essential contractual obligations are to be understood as obligations whose fulfilment makes correct execution of the contract possible in the first place, and whose compliance the

Organiser can and does regularly trust, i.e. the material principal contractual obligations.

4. Düsseldorf Congress shall not be liable for damages resulting from measures intended to maintain safety and order. If, as result of a misjudgement, the event is cancelled, restricted or aborted on the instructions of Düsseldorf Congress, Düsseldorf Congress shall not be liable for cases of slight negligence.

5. Düsseldorf Congress shall assume no liability for the loss of items, facilities, structures and other valuables brought in by the Organiser, by third parties on his behalf or by visitors, unless Düsseldorf Congress has assumed safekeeping in return for payment. Upon the Organiser's request in individual cases Düsseldorf Congress will provide special surveillance in return for reimbursement of costs by the Organiser.

6. In so far as liability is excluded or limited under the provisions of these General Terms and Conditions for Events, this shall also apply for the vicarious agents of Düsseldorf Congress.

7. The above exclusions and limitations of liability shall not apply in cases of culpable injury to life, limb or health of persons or in cases of the explicit assurance of features. The application of § 831 Section 1 Sentence 2 BGB is also excluded for Düsseldorf Congress.

§ 17 Withdrawal, termination

1. In the event of violation of material contractual obligations, Düsseldorf Congress is entitled to withdraw from the contract or to terminate it extraordinarily, in particular if:

- the payments to be made by the Organiser (usage fees, advance payments, security deposits etc.) have not been made in due time
- no evidence of taking out and existence of the agreed organiser's liability insurance is provided
- the official approvals or permits required for the event have not been obtained
- the purpose of use stated in the contract has been changed essentially without prior consent of Düsseldorf Congress
- the Organiser upon concluding the contract and indicating the purpose of use in the contract, has failed to disclose that the event is held by a "radical, political, religious or pseudo-religious" association or has corresponding content
- the Organiser violates legal provisions or safety and fire safety provisions
- the Organiser fails to fulfil his statutory and official – as long as these are connected to the event – or contractually agreed reporting, notification and payment duties versus Düsseldorf Congress or versus authorities or versus GEMA/GVL
- insolvency proceedings have been initiated against the Organiser's assets or the proceedings were rejected for lack of insolvency assets and the Organiser or the receiver on his behalf fails to fulfil, or fails to fulfil in due time, his contractual obligations.

2. Prior to declaring withdrawal or extraordinary termination Düsseldorf Congress is obliged to set the Organiser a deadline with the threat of rejection, if, taking account of the overall circumstances, the Organiser is in a position to immediately remove the reason justifying withdrawal and/or extraordinary termination.

3. If Düsseldorf Congress exercises its right of withdrawal, it shall retain its claim to payment of the agreed fees but shall allow crediting of expenditure saved.

4. If the Organiser is an agency, Düsseldorf Congress and the agency shall be entitled to a special right of termination in the event that the commissioning party of the agency withdraws or terminates the assignment. This special right of termination can only be exercised if the agency's customer assumes all the rights and obligations from the existing event contract with Düsseldorf Congress and declares his willingness to provide Düsseldorf Congress with appropriate collateral on request.

§ 18 Cancellation, non-holding of the event

1. If the Organiser does not hold the event for reasons for which Düsseldorf Congress is not responsible at the agreed point in time, he shall be obliged to pay a cancellation fee related to the agreed user fees. The same applies if the Organiser withdraws from the contract or extraordinarily terminates it, without being entitled to an individually agreed or mandatory termination or withdrawal right. The cancellation fee in such cases amounts to:

- 10% up to 12 months prior to the start of the event
- 50% up to 6 months prior to the start of the event
- 75% up to 3 months prior to the start of the event
- 90% thereafter

of the agreed user fees.

2. For events held virtually only different cancellation fees in the amount of:

- 10% up to 3 months prior to the start of the event
- 50% up to 1 month prior to the start of the event
- 75% up to 2 weeks prior to the event
- 90 % thereafter.

of the agreed user fees shall apply. Cancellation, termination or withdrawal must be made in writing and be received by Düsseldorf Congress within the said monthly deadlines.

3. Any costs incurred for services already ordered with third parties (security staff, first-aid staff, fire brigade, cloakroom staff, technical services, etc.) as a result of the cancellation of the event shall be reimbursed by the Organiser on a case-by-case basis upon request for proof unless they are included and listed in the user fees pursuant to items 18.1 or 18.2.

4. The Organiser has the right to demonstrate that no damage has been incurred or that the damage incurred is substantially less or that the expenses incurred are lower than the demanded cancellation fee.

5. If Düsseldorf Congress has incurred higher damages, it shall be entitled to demonstrate the damages in the corresponding amount instead of the flat-rate compensation for cancellation and to demand compensation from the Organiser. The Organiser has the right to demonstrate that no damage has been incurred or that the damage incurred is substantially less or that the expenses incurred are lower than the demanded cancellation fee.

6. If Düsseldorf Congress succeeds in hiring out the venue on the cancelled date to a third party for a fee, the damages pursuant to § 18.1 and 18.2 shall remain in force if the transfer to the third party would have also been possible on another event date and/or does not generate the same contribution margin.

§ 19 Force majeure

1. Force majeure is an external event that massively impacts the contractual relationship, which is unforeseeable according to human insight and experience, cannot even be prevented or rendered harmless at economically bearable means by the utmost care to be reasonably expected under the circumstances.

2. If an event cannot be carried out as planned on the agreed date due to force majeure, both parties are entitled to demand an adjustment and, if necessary, a postponement of the date of the event, if adherence to the unchanged contract is unacceptable. The assessment standard is derived from § 313 BGB.

3. If it is unreasonable to adjust the event or to postpone the event date within a period of 365 days – starting from the originally agreed event date – both parties are entitled to withdraw from the contract. The party claiming that it is impossible to adjust or postpone the event shall be obliged to notify the other party in writing of the reasons for such impossibility before declaring its withdrawal. The other party shall declare immediately in writing within 5 days whether it accepts the reasons of

unreasonableness. Otherwise, the reasons shall be deemed accepted in consideration of the withdrawal. Deadlines and written form shall be deemed to have been met if the declaration in written form is transmitted electronically and receipt of the declaration has been acknowledged by the other party electronically.

4. In the event of withdrawal pursuant to clause 19.3, the Organiser remains obliged to compensate all expenses already incurred on the part of the operator up to the time of cancellation of the event, including the costs of service providers already commissioned. In all other respects, the contract parties shall be released from the obligations to perform.

5. The number and the no-show of participants of the event, of speakers, presenters and performing artists as well as weather events such as ice, snow, thunderstorms as well as events affecting the event from outside, such as demonstrations, threatening phone calls, the detection of so-called "suspicious objects", are within the Organiser's sphere of risk. The Organiser is recommended to take out cancellation insurance for his event, in case he wants to insure the financial risk associated with a possible cancellation or abortion of his event.

6. The regulations as stated in clauses 19.1 to 19.4 shall apply accordingly if the event cannot be held as a result of further developments in the COVID-19 pandemic due to official or regulatory requirement.

§ 20 Exercise of domestic authority

1. Düsseldorf Congress and the corresponding authorised persons shall continue to have unrestricted domestic authority over the Organiser, his visitors and third parties for the duration of the contract term. The same shall apply to hybrid and virtual events.

2. In addition to Düsseldorf Congress the Organiser shall have domestic authority within the venue to the extent necessary for the safe holding of the event. In case of hybrid or virtual events the Organiser shall also have domestic authority in virtual spaces next to Düsseldorf Congress. The Organiser is obliged to ensure correct and safe holding of the event. He has an obligation to enforce the house rules with respect to visitors. If the house rules are violated, he shall take the necessary measures to prevent further violations. If a stewarding service has been appointed for the event, the Organiser will be supported by this service on request.

3. Within the scope of exercise of the domestic authority, the persons appointed by Düsseldorf Congress shall be granted free access at all times to the venue including all event-specifically used special areas as well as all virtual spaces in the event of hybrid and virtual events

§ 21 Abortion of events

In the event of violation of material contractual obligations, safety-relevant regulations and of particular danger, Düsseldorf Congress can request the clearing and hand-over of the contractual object and/or termination of the virtual event. If the Organiser fails to comply with any such request, Düsseldorf Congress shall be entitled to have the venue cleared and/or event terminated at the expense and risk of the Organiser. In such cases, the Organiser shall remain obliged to pay the full remuneration.

§ 22 Data collection, processing, use

1. Düsseldorf Congress hires out to the Organiser the venue designated in the contract for the organisation of events and renders event-accompanying services by own employees as well as by subcontracted service providers. Fulfilment of the contractually agreed business purposes also involves the processing of the personal data transmitted by the Organiser to Düsseldorf Congress in accordance with the provisions of the EU General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG). The Organiser for his part shall be obliged to inform all parties concerned whose data are transmitted to Düsseldorf Congress as part of planning and holding the event, about the purposes designated in §§ 22.2 to 22.5.

2. With a view to allowing them to render their event-related services service providers receive from Düsseldorf Congress personal data from the Organiser and his contact persons with decision-making powers, to the extent necessary for executing the contract or for the justified

interests of the Organiser pursuant to § 6 Section 1 (f) GDPR. Düsseldorf Congress also uses the Organiser's data for the purpose of mutual information and communication, before, during and after an event as well as for its own event-accompanying offers.

3. Personal data of the Organiser, of the event manager, its contact persons with decision-making powers can also be transmitted to the competent bodies/authorities especially the police, fire brigade, the public order office as well as the first-aid and rescue services for the purpose of coordinating the respective security concept for the event.

4. Düsseldorf Congress reserves the right to also use the data of the Organiser and of the contact persons with decision-making powers nominated by him for its own marketing and for sending advertising in addition to the purposes stated in sections 22.1 to 22.3. The data subject has the right to object at any time to the processing of personal data for marketing and advertising purposes. In this case the personal data will no longer be processed for these purposes. The objection can be made without any formality and should be sent, if possible, by e-mail to datenschutz@duesseldorfcongress.de.

5. Düsseldorf Congress processes and stores all personal data received from the Organiser for as long as is necessary for the fulfilment of contractual and statutory obligations. In compliance with tax and commercial law regulations, this data is generally deleted by Düsseldorf Congress after 5 years if the business relationship is not continued.

6. Should a data subject not consent to the storage or handling of his or her personal data, or should this data have become incorrect, Düsseldorf Congress will, upon receiving a corresponding instruction, arrange for the deletion or blocking of the data or make the necessary corrections. Upon request, the data subject will receive free information on all personal data that Düsseldorf Congress has stored about him/her.

§ 23 Rights of offsetting and withholding

The Organiser shall only be entitled to rights of offsetting and withholding with respect to Düsseldorf Congress in so far as his counterclaims have been determined as legally valid, are undisputed or have been recognised by Düsseldorf Congress.

§ 24 Place of performance, application of German law, place of jurisdiction

1. Place of performance for all claims arising from and/or in connection with the present contract is Düsseldorf.

2. German law shall apply.

3. If the Organiser is an entrepreneur, businessman, a juridical person under public law or a public-law special fund or if he has no general place of jurisdiction in Germany, Düsseldorf shall be agreed as place of jurisdiction for all disputes arising from and/or in connection with the present contract.

§ 25 Saving clause

Should individual clauses of these GTCE and/or the "Safety Regulations for Events" be or become invalid, the validity of the other provisions shall remain unaffected. In this case the contract partners shall be obliged to extend or amend the invalid provisions such that the purpose intended through them is achieved to the greatest possible extent.