

# **GENERAL TERMS AND CONDITIONS FOR EVENTS**

D.LIVE GmbH & Co. KG

for the properties:

MERKUR SPIEL-ARENA

PSD BANK DOME

Mitsubishi Electric HALLE

CASTELLO Düsseldorf

alltours Kino

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## § 1 Scope

1. These General Terms and Conditions for Events (GTCE) of D.LIVE GmbH & Co. KG (hereinafter referred to as 'D.LIVE') apply to the provision of event areas, halls and premises, to the provision of event-related services and work at events and to the provision of mobile facilities and technology. They apply in particular to events in the following properties (hereinafter referred to as the 'Venue'):

- **MERKUR SPIEL-ARENA**
- **PSD BANK DOME**
- **Mitsubishi Electric HALLE**
- **CASTELLO Düsseldorf**
- **alltours Kino**

2. Our General terms and conditions of sale apply exclusively. Additional and/or conflicting contractual terms and conditions of the contractual partner shall apply only if D.LIVE has explicitly acknowledged them in written form. This requirement of consent shall apply in any case, for example even if the contractual partner refers to its own General terms and conditions within the framework of the conclusion of the contract and we do not expressly object to this. Unless otherwise agreed, our General terms and conditions of sale in the version valid at the time the contract was concluded or at least in the version last communicated to the contractual partner in text form also apply as a framework agreement for future contracts of the same type, without us having to refer to them again in each individual case.

3. Unless otherwise agreed upon with the contractual partner in the contract or in an annex to the contract, these agreements shall always take precedence over the corresponding provision within these GTCE.

## § 2 Formation of the contractual relationship, contract supplements

1. Verbal, electronic or written reservations only serve to temporarily hold a specific event date during the time preceding conclusion of contract. Reservations are held for a limited period of time and are non-binding with regard to the subsequent conclusion of contract. At the latest, they expire at the end of the return period specified in the reservation or contract. There is no entitlement 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 an individual allowance for this has been made in the contract.

2. In order to become effective, the conclusion of event contracts must be in text form with the signature of both contracting parties.

3. If D.LIVE sends unsigned copies of contract proposals to the Organiser, the contract is only concluded when the Organiser signs two copies, sends them back to D.LIVE within the return period specified in the contract and receives a signed copy of the contract back. The offer and the signed copies of the contract can be sent electronically or by post.

4. If supplements or amendments to the contract are agreed upon within the further planning and performance of the contract, the requirement of text form shall be considered observed if the respective declaration is communicated in electronic form and confirmed by the other party. In the same manner, verbal agreements must be confirmed in text form immediately. Requests made at short notice and the installation of media and event technology equipment can also be approved by a handover protocol.

## § 3 Contractual partners, Organiser, authorised representative

1. The contractual partners are D.LIVE as the operator of the Venue and the contractual partner as the user of the Venue (hereinafter referred to as the '**Organiser**'). If the Organiser is holding the event for a third party, the Organiser must disclose this to D.LIVE and name the third party in writing to D.LIVE before the contract has been concluded. As a contractual partner of D.LIVE, the Organiser is liable for all obligations which are incumbent upon the '**Organiser**' as defined in these GTCE. A change of Organiser or the provision of the Venue in return for payment or free of charge in part or in whole to third parties requires the written consent of D.LIVE.

2. Prior to the event, the Organiser must give D.LIVE in writing the name of a representative authorised to make decisions and to manage the event, who, at the request of D.LIVE, will assume the function of and tasks ascribed to an event manager pursuant to the 'Safety Regulations for Events'.

3. The non-performance of obligations incumbent upon the Organiser according to these GTCE may lead to a restriction or cancellation of the event.

## § 4 Subject matter of the contract

1. The provision of the Venue, of event rooms and of event areas is carried out on the basis of officially approved escape route plans and seating plans with a specified visitor capacity for the purpose of use specified by the Organiser. The exact name of the Venue, the maximum visitor capacity and the purpose of use shall be stated in writing in the event contract or as an annex to the event contract. If no information about visitor capacities is provided, the contractual partner/Organiser can view the existing approved escape route plans and seating plans at any time by explaining its event planning. In any case the Organiser is to ensure that no more visitors are admitted or tickets are made available for an event than the number of visitors stated in the approved escape route plan and seating plan.

2. Changes to the provided event rooms and event areas, to the escape route plans and seating plans and to structures and installations may be carried out only with the prior written consent of D.LIVE and after presenting any required official permits. Required official permits (e.g. building permits, change of use permits) are to be requested and processed through D.LIVE. The Organiser shall bear the full extent of the duration, costs and risk of approvability.

3. Unless the entire Venue is provided to the Organiser, the Organiser shall not be entitled to the exclusive use of entrances/exits, foyer areas, functional areas such as toilets and cloakrooms or outdoor areas. The Organiser shall tolerate the shared use of these areas by other organisers, their visitors and D.LIVE. If multiple Events are simultaneously taking place at the same Venue, each Organiser must behave in a way that avoids the disruption of another Event as much as possible. The Organiser has no contractual right to restrict the Event of another Organiser.

4. D.LIVE is entitled to enter the provided Venue during the assembly and disassembly phases and during an Event for safety and/or operational reasons.

#### **§ 5 Usage fees, price adjustment, operating costs, ancillary costs, value-added tax**

1. The contractually agreed fee including the advance payments to be made results from the Event contract or a list of services and costs (costing) attached to this contract. It is based on the event planning of the organiser at the time of the conclusion of the contract and the price lists in effect at the time of the event. If the period between the conclusion of the contract and the event is more than 4 months, D.LIVE is entitled to adjust the prices before the event at its reasonable discretion in accordance with general price developments. An increase in fees shall be considered and a reduction in fees shall be made if changes, for example in collective agreements, material or manufacturing costs, energy costs or operating costs or other changes in the economic or legal framework conditions lead to a changed cost situation for D.LIVE. Increases in one type of cost, for example in the cost of wages as a result of collective bargaining agreements, may only be used for an increase in fees to the extent that no compensation is made by possible decreases in costs in other areas, for example in energy costs. In the event of cost reductions, the fees of D.LIVE are to be reduced insofar as these cost reductions are not fully or partially offset by increases in other areas. D.LIVE shall exercise its reasonable discretion to select the respective dates of a change in fees in such a way that cost reductions are not taken into account according to standards that are less favourable for the contractual partner than cost increases, i.e. cost reductions shall be price-effective to at least the same extent as cost increases; in all other respects § 315 Civil Code (BGB) remains unaffected. D.LIVE shall immediately inform the contractual partner of the change in the fees in text form. All agreed fees are stated subject to the statutory value-added tax applicable at the time of the service provision at the place of performance.

2. The information about the services and fees are based on the respective status of the event planning. If the event planning changes, the costing and/or list of services and costs will be updated and sent to the Organiser.

3. The scope and the costs for the required fire brigade, police officers, medical personnel and security service depends on the type of Event, the number of visitors and the risks specific to the particular Event in individual cases. The Organiser is to bear the costs incurred by the presence and operation of these services as well as the materials used by these services to perform their tasks.

4. In order to secure its claims from the contractual relationship, D.LIVE is entitled to demand reasonable collateral security (e.g. deposit, advance payment) prior to the Event.

5. All invoicing will be carried out on the basis of a final invoice at the end of the contract period based on the performed services as well as the incurred operating expenses and ancillary expenses. Advance payments that have already been made will be offset with the final invoice.

6. Unless otherwise regulated in the contract, payments are to be made to the account of D.LIVE within 14 days of the issuing of the invoice. In the event of default in payment by a company or persons acting for commercial purposes, D.LIVE is entitled to charge default interest in the amount of 9% points above the base interest rate of the ECB as well as a lump sum for default in the amount of EUR 40.00. D.LIVE reserves the right to prove higher damage caused by delay.

7. In accordance with § 9 of the Value Added Tax Act (UStG), D.LIVE has waived the VAT exception for the provision of the event rooms and event areas and filed a claim for input tax reimbursement for the construction costs within the framework of the constructing of the building. The Organiser assures that it will use the subject matter of the contract exclusively for dealings that do not exclude input tax deduction (§ 9(2) of the Value Added Tax Act). In the event of the provision of the event rooms and event areas (in part or in full) by the Organiser, the Organiser shall likewise impose this obligation upon its contractual partner(s) and waive the tax exemption of the dealings within the meaning of § 9 of the Value Added Tax Act, i.e. opt to be subject to value-added tax, over the course of their provision. In the event that this provision is not observed, D.LIVE may incur greater damages, for which the Organiser is to provide compensation in the event of a violation.

#### **§ 6 Handover, return**

1. At the handover of the venue rooms and areas, at the request of D.LIVE the Organiser is obligated to tour and inspect the Venue including the technical facilities, emergency exits and escape route. If D.LIVE requires the Organiser to name a representative authorised to make decisions, at the request of D.LIVE this representative is to participate in the inspection and to become familiar with the Venue within the framework of the inspection.

2. If any defects or damage to the subject matter of the contract are identified during the contract period, the Organiser is to report this to D.LIVE in writing immediately. If one of the parties (D.LIVE or the Organiser) requests the creation of a handover certificate in which the condition and any defects or damage are to be recorded, the other party is to assist in this. The party requesting the handover certificate is responsible for creating it.

3. All objects, structures, decorations and similar items brought in by the Organiser during the contract period shall be completely removed by the Organiser and the previous condition shall be reinstated by the end of the agreed contract period. Once the contract period has

expired, the items that were brought in may be removed by D.LIVE for a fee at the expense of the Organiser; D.LIVE assumes no liability for items that have been left behind. D.LIVE is entitled to store these items that have been left behind and not picked up by one day after the end of the contract period with a forwarding company at the expense of the Organiser.

#### **§ 7 Catering, merchandising**

1. The Organiser is generally not entitled itself or through third parties to offer food, drinks, refreshments or the like in the event rooms and/or event areas or to bring them into the event rooms and/or event areas. D.LIVE and the catering companies contractually affiliated with D.LIVE alone shall be entitled to the right to provide catering services in the event rooms and event areas.

2. Without the prior written consent of D.LIVE, the Organiser is not permitted to undertake commercial activities beyond the direct holding of the Event or to appoint commercial operators such as merchandisers, tobacconists, and similar parties to operate at the Event. If approved by D.LIVE, it will be stipulated whether or what amount the Organiser is to pay additional user fees and/or shares of the sales revenue to D.LIVE.

#### **§ 8 Cloakrooms, toilets, 24-hour box office**

1. The visitor cloakrooms and toilets as well as the 24-hour box office are managed exclusively by D.LIVE and its affiliated service companies familiar with the location. A full-time security service is required to guard the entrances to the properties being used. The management and security costs are to be paid by the Organiser upon their invoicing.

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

3. If no management of the cloakrooms is provided for by D.LIVE, the Organiser can request the staffing of the visitor cloakroom in return for the assumption of its management costs. If the management of the cloakroom is not contracted to D.LIVE, the Organiser shall bear the sole liability risk for lost items of clothing belonging to the visitors to the Event.

#### **§ 9 Tickets, accreditation, ID system**

1. Advance ticket sales and ticket sales (e.g. box office) at public events are the responsibility of the organizer.

2. Compliance with the timeline for submitting layout and seating plans for approval as well as with the maximum permissible number of visitors is a fundamental obligation of the Organiser. At public events with advance booking, the Organiser is obligated to coordinate the seating plan with D.LIVE before beginning with advance booking. In correspondence with the available capacities, tickets must be stored separately from the respective tickets sales system. The same applies to the sale of physical tickets. The Organiser is not entitled to start with the advance sale of tickets for the Event before settling the above points with D.LIVE. If no tickets are to be sold, the Organiser is obligated to take other safety precautions to manage capacity and access at the request of D.LIVE.

3. At the request of D.LIVE, the Organiser is obligated to apply the ID system or the accreditation measures of D.LIVE for all of its own employees or commissioned service providers.

4. The Organiser is obligated to inform D.LIVE of the current advance sale figures and to verify these through reports at any time at the request of D.LIVE.

#### **§ 10 Car park regulation**

1. Depending on other events, a limited number of parking spaces may be available for a fee to visitors on the premises or in the vicinity of the Venue.

2. If radio and television broadcast vehicles are to be used, these may only be parked in areas suitable for this purpose and only in coordination with D.LIVE; the Organiser is to coordinate this with D.LIVE in advance.

#### **§ 11 Advertising, promotional campaigns**

1. The Organiser is responsible for advertising for the Event. All types of advertising on the grounds or on or in the Venue require the prior consent of D.LIVE; this also applies to promotional campaigns. The Organiser must advise D.LIVE of them and must coordinate their type, scope, security requirements and costs with D.LIVE. The Organiser does not have any entitlement to the use of advertising spaces (e.g. video cubes, digital screens, poster panels).

2. D.LIVE shall be under no obligation to remove advertisements already present, even if they are in competition with advertisements of the Organiser. The covering of existing advertising spaces by the Organiser requires the prior consent of D.LIVE.

3. The Organiser is obligated to indicate clearly and unambiguously in all advertisements and in all publications that the Event is being held by the Organiser and not by D.LIVE.

4. If the name of the Venue is mentioned in any announcement (including on the Internet), on printed matter, on posters or on admission tickets, only the original lettering and original logo of the Venue shall be used. The corresponding templates are provided exclusively for this purpose.

### **§ 12 Creation of audio, audiovisual and visual recordings**

1. Audio recordings, audiovisual recordings, visual recordings and all other recordings and transmissions of the Event of any type (radio, TV, Internet, loudspeaker, etc.) require the consent of the involved holders of copyright and related rights as well as the written consent of D.LIVE.

2. Representatives of the press, radio and television are permitted to perform the up-to-the-minute reporting pursuant to the applicable safety regulations and the seating plan. D.LIVE is to be informed of the planned reporting in a timely manner before the Event.

3. D.LIVE is entitled to produce or arrange for the production of audio and/or visual recordings as well as and drawings of event procedures or of objects exhibited or used at Events for the purpose of documentation or for its own publications, provided that the Organiser raises no written objections.

### **§ 13 GEMA fees, GVL fees, social security contributions on artist fees**

1. The Organiser alone shall be responsible for timely registration with GEMA (Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte), which is the society for musical performing and mechanical reproduction rights, or with GVL (Gesellschaft zur Verwertung von Leistungsschutzrechten mbH), which is the society for the application of neighbouring rights, and for the payment of fees for the performance or reproduction of works protected by neighbouring rights in a timely manner. With adequate notice preceding the Event, D.LIVE may demand written proof that the Event has been registered with GEMA or GVL, written proof of invoicing by GEMA or GVL or written proof of payment of GEMA/GVL fees from the Organiser.

2. If the Organiser is not willing or able to produce evidence of the payment of fees, D.LIVE may request a security deposit in the amount of the GEMA and GVL fees expected to be incurred to be paid the Organiser in a timely manner by 14 days before the Event at the latest.

3. For all artists commissioned by the contractual partner, the contractual partner is likewise solely responsible for the payment of social security contributions payable on the fees of artists to the artists' social insurance fund as well as the payment of income tax and value-added tax for (foreign) artists subject to limited taxation.

### **§ 14 Official permits, duties of registration**

1. The Organiser shall, at its own expense, comply with all official and statutory duties of registration and notification, obtaining any permits that may be required, unless stipulated otherwise in these Terms and Conditions for Events or in the event contract, and implementing official orders, requirements and conditions.

2. It is the Organiser's own responsibility to comply with the statutory provisions applicable at the time of the Event, in particular the North Rhine-Westphalia Special Construction Regulation (SBauVO), the Occupational Health and Safety Act (ArbSchG), the Working Hours Act (ArbZG), the Trade Regulation Act (GewO), the Youth Protection Act (JuSchG) and the accident prevention regulations published by the professional liability insurance associations.

3. For Events that are to be held on a Sunday or a public holiday, it is the Organiser's own responsibility to request exemptions from the North Rhine-Westphalia Sunday and National Holiday Observance Act. This also applies to the classification of trade fairs and exhibitions under trade law and the exemptions associated with it. If the Organiser intends to hold its Event on a Sunday or public holiday, the Organiser is recommended to make a preliminary enquiry with the competent authority before concluding the contract. With regard to all safety-relevant notification and approval obligations, the 'Safety Regulations for Events' of D.LIVE are to be observed.

4. The Organiser itself shall be responsible for the payment of any and all fees and taxes arising from the conduct of the Event. The value-added tax shall be paid by the Organiser on all revenues from the Event (sale of tickets, programmes, etc.). Any social security contributions payable on the fees of artists shall be paid by the Organiser in due time to the artists' social insurance fund.

### **§ 15 Liability of the Organiser**

1. The Organiser shall bear the legal duty to maintain safety within the event rooms and event areas for the duration of the usage relationship.

2. The Organiser must return the areas provided to it by D.LIVE in the same condition in which it received them from D.LIVE. The Organiser shall be liable for all damages for which the Organiser, its vicarious agents and assistants, its guests or other third parties within the meaning of section 278 and section 831 of the German Civil Code (BGB) in connection with the Event in accordance with the statutory provisions. The application of section 139 (1) sentence 2 of the German Civil Code is excluded for both parties.

3. Event-related damages lie within the Organiser's sphere of risk, as far as they can be explained by the type of Event, their participants or by the content and course of the Event. In this respect, the Organiser shall also be liable for damage caused by riots against the Event or comparable incidents occasioned by the Event.

4. The Organiser shall indemnify D.LIVE from all third-party claims in connection with the Event insofar as responsibility for the same can be ascribed to the Organiser, to its vicarious agents and assistants or to its guests and/or visitors. This indemnity obligation shall also extend to any fines and administrative penalties levied by the authorities in connection with the Event (e.g. for disturbance of the peace, blocking of escape routes, exceeding permissible visitor numbers, failure to comply with smoking bans) which are imposed on D.LIVE in the Venue.

5. The Organiser shall indemnify D.LIVE irrevocably against any claim arising from the fact that the Event or the advertising for the Event violates the rights of third parties (in particular copyrights, image and name rights, trademark rights, competition rights, personal rights) or other legal regulations. The obligation to indemnify also extends to any possible warning, court or litigation costs.

6. The Organiser is obligated to take out an Organiser liability insurance policy with cover for Event-related

- personal injury and property damage in the amount of at least EUR 5,000,000.00 (five million euros) and for
- financial losses in the amount of at least EUR 1,000,000.00 (one million euros)

and to provide proof of this to D.LIVE by submitting a photocopy of the insurance policy by 4 weeks before the Event at the latest. The obligation to take out an Organiser liability insurance policy is a fundamental contractual obligation.

If the proof of insurance is not provided on schedule, D.LIVE is entitled to the right to take out the required insurance policy chargeable to and at the expense of the Organiser.

#### **§ 16 Liability of D.LIVE**

1. Upon conclusion of the contract, no-fault liability of D.LIVE for compensation in respect of hidden defects (section 536a (1), 1st alternative, German Civil Code [BGB]) in the provided event rooms and event areas shall be excluded. This shall not affect any claim to reduction of the fees due to defects provided that D.LIVE has been notified of a defect or the intention to reduce the fees during the rental of the event rooms and event areas if the defect can be identified and rectified.

2. The liability of D.LIVE for ordinary negligence is excluded unless fundamental contractual obligations are violated.

3. In the event of a breach of fundamental contractual obligations, D.LIVE's liability for damages in cases of ordinary negligence shall be limited to an average of damages and losses that are foreseeable, typical for contracts and directly related to the type of agreement concerned. Fundamental contractual obligations are obligations that must be fulfilled in order to ensure the proper performance of the contract in the first place. They constitute any obligations for which compliance is relied upon or may be relied upon by the contractual partner.

4. D.LIVE shall not be liable for damages caused by measures undertaken to maintain safety and order. D.LIVE shall not be liable for cases of ordinary negligence if an Event is cancelled, curtailed or terminated at the instruction of D.LIVE due to an error of judgement in the assessment of risks.

5. D.LIVE shall not accept liability for loss of objects, equipment, installations or other valuables brought in by the Organiser, or by third parties or visitors on the Organiser's instructions, unless D.LIVE has undertaken to keep said items safe and has charged a fee for this service. At the request of the Organiser in individual cases, D.LIVE shall provide special security services in return for compensation.

6. Where liability is excluded or limited under the provisions of these General Terms and Conditions for Events, the same shall also apply for the vicarious agents and assistants of D.LIVE.

7. The exclusions and limitations of liability above do not apply in the event that D.LIVE is culpably responsible for injury to the life, limb or health of persons nor in the event of the explicit assurance of characteristics. The application of section 831 (1) sentence 2 of the German Civil Code is also excluded for D.LIVE.

#### **§ 17 Withdrawal, termination**

1. D.LIVE is entitled to withdraw from the contract in the event of the violation of fundamental contractual obligations, in particular in the event of:

- a violation of contractually agreed payment obligations
- a significant change to the purpose of use without consent
- the provision of the Venue to a third partner without prior written consent
- the lack of official permits and approvals for the Event
- violation of official requirements/permits
- violation of statutory provisions relating to the safety of the Event
- violation or serious endangerment of the rights of third parties through the Event

2. Before the declaration of withdrawal or an extraordinary termination, D.LIVE is obligated to set a deadline with a threat of cancellation to the Organiser, before which the Organiser may immediately contest or disprove the reasoning stated for withdrawal or extraordinary termination, taking into account the overall circumstances.

3. If D.LIVE exercises its right of withdrawal, it shall retain the claim to payment of the agreed fees but must deduct any expenses saved thereby.

4. If the Organiser is an agency, D.LIVE 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 fully assumes all rights and obligations from the existing event contract with D.LIVE and if the client provides an appropriate security deposit upon the request of D.LIVE.

#### **§ 18 Cancellation, failure to hold the Event**

If the Organiser does not hold the Event for a reason for which D.LIVE is not responsible, D.LIVE shall have the option of charging a flat cancellation fee rather than claiming a separately costed amount in compensation from the Organiser. In this event the Organiser shall be obligated to pay the following flat rates of the agreed remuneration. In the event of the cancellation of the Event:

- up to 12 months before the start of the Event: 50%
- up to 6 months before the start of the Event: 75%
- at a later date: 90%

Every cancellation of the Event must be made in writing. The Organiser shall have the right to prove that no damages or an amount of damages lesser than the claimed flat rate were incurred.

#### **§ 19 Force majeure**

**1. Should the fulfilment of a contractual obligation by one of the parties be impaired directly or indirectly as a result of an external, extraordinary and unforeseeable event occurring after the conclusion of the contract, the effects of which could not be averted or rendered harmless by the affected party even with the utmost care that could reasonably be expected in the circumstances and with economically tolerable means ("force majeure"), the parties are released from their respective mutual performance obligations for the period and to the extent that the impairment exists; this does not apply to costs for services already rendered. The party affected by force majeure is also not liable for costs and damage incurred by the contractual partner or third parties due to non-performance or delayed performance. The cancellation or failure of artists or participants to arrive on schedule as well as bad weather including ice, snow and storm shall not fall under the concept of 'force majeure' under any circumstances. However, events of force majeure include in particular:**

- a) Natural events, flood, lightning, storm, earthquake, fire, explosion;
- b) war, armed conflict, terror, sabotage, piracy, riot, rebellion;
- c) import bans, export bans, embargoes;
- d) legitimate industrial action;
- e) energy shortages (including but not limited to the unavailability, rationing or restriction of use of electricity, gas and fuel);
- f) cyber attacks or unauthorised intrusion into information technology systems;
- g) official or court orders and measures;
- h) other disruptions to operations caused by an event outside the sphere of influence of D.LIVE.

The party affected by force majeure shall inform the other party without delay of the occurrence, nature and expected duration of the force majeure event or its effects, and to the same extent as soon as the end of the force majeure event or its effects is foreseeable.

If the event of force majeure, or its effects, lasts for more than two months without interruption, or if the impaired contractual obligation is a fixed service, the parties are entitled to terminate the contract in writing or to withdraw from it.

2. Deviating from point 1 sentence 1, if the cancellation or termination of an Event due to the existence of force majeure in the event of the threat of terrorist attacks or other threat scenarios to be taken seriously or due to the discovery of 'suspicious objects' that can lead to a termination or the cancellation of the Event by the Organiser or at the order of authorities lies within the Organiser's sphere of risk because the Organiser influences the probability of the occurrence of such incidents or decisions through the contents of the Event, the composition of the group of participants and visitors as well as through the publicising of the Event arranged for by the Organiser. In the event of the cancellation of the Event before the start of the agreed period of use, the regulations on 'cancellation, failure to hold the Event' of these General Terms and Conditions for Events shall apply in this respect. If the Event is terminated after it has begun, all agreed fees less the costs not yet incurred at the time of the cancellation are to be paid by the Organiser. The Organiser is recommended to take out a corresponding cancellation insurance policy for its Event if it would like to secure the associated financial risks accordingly.

#### **§ 20 Exercising of property rights**

1. D.LIVE and the persons authorised to do so shall continue to be entitled without restriction to exercise property rights against the Organiser, its visitors and third parties during the period of the contractual relationship.

2. In addition to D.LIVE, the Organiser shall be entitled to exercise property rights within the Venue within the scope required for the secure holding of the Event. The Organiser is obligated to ensure the orderly and safe holding of the Event within the provided event rooms and event areas. The Organiser is obligated to enforce the House Rules vis-à-vis the visitors. In the event of violation of the House Rules, the Organiser shall take the necessary measures to prevent any further violation. If a security service has been ordered for the Event, the Organiser shall be supported by this security service upon request.

3. The persons authorised by D.LIVE to exercise its property rights must be granted free access to the Venue including all special areas being used for the Event at any time.

#### **§ 21 Termination of Events**

In the event of violation of fundamental contractual obligations or safety-relevant regulations or in situations of acute danger, D.LIVE can demand the vacating and return of the subject matter of the contract. If the Organiser fails to comply with any such request, D.LIVE shall be



entitled to have the premises vacated at the cost and risk of the Organiser. In such an event the Organiser shall remain obligated to pay the full fee.

#### **§ 22 Data processing, data protection**

1. D.LIVE shall provide the property specified in the contract to the Organiser for the holding of Events and shall provide Event-related services by D.LIVE's own staff or by commissioned service providers. In order to fulfil the contractually agreed business purposes, D.LIVE shall process personal data as provided by the Organiser in accordance with the EU General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG).

2. In order to be able to provide Event-related services, D.LIVE shall forward personal data from the Organiser and the Organiser's authorised contact persons to service providers, insofar as this is necessary for the performance of the contract or this corresponds to the legitimate interest of the Organiser pursuant to § 10 para. 1 (f) GDPR. In addition, D.LIVE uses the data of the Organiser for mutual information and communication before, during and after an Event as well as for its own Event-related offers.

3. Personal data of the Organiser, the event manager and the authorised contact persons can also be transmitted to the responsible authorities, especially the police, the fire brigade and the order enforcement office as well as the medical and emergency service in order to coordinate the corresponding safety concept of the Event.

4. In addition to the purposes listed in points 1 to 3 of this section, D.LIVE reserves the right to use the data of the Organiser and the nominated contact persons also for its own marketing and advertising. 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 shall no longer be processed for these purposes. Such an objection can be made by sending an informal e-mail to [datenschutz@d-live.de](mailto:datenschutz@d-live.de). Further information can be found at: <https://www.d-live.de/en/data-protection-provisions/>

5. If it cannot be conclusively precluded that the Organiser's stored personal data could be accessed by commissioned software companies performing maintenance on D.LIVE's software, the companies are obligated to observe the existing data protection requirements and the data secrecy according to § 5 of the Federal Data Protection Act (BDSG).

6. D.LIVE processes and stores all personal data received from the Organiser as long as it is necessary for the fulfilment of contractual and legal obligations. All data that is no longer required for the fulfilment of contractual or legal obligations is routinely deleted, unless – for a limited period – further processing is required for the following purposes:

- Fulfilment of retention periods under German commercial and tax law. These retention and documentation periods range from two to ten years.
- Retention of evidence according to the statutes of limitation. Pursuant to sections 195 et seq. of the German Civil Code (BGB) these limitation periods can be up to 30 years, whereas the regular limitation period is three years.

If a data subject no longer agrees to the storage of his or her personal data or if the data has become incorrect, upon instruction, D.LIVE will arrange for the data to be deleted, blocked or corrected as necessary. Upon request, the data subject may receive disclosure free of charge of all personal data that D.LIVE has on file for this private individual.

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

1. The place of performance for all claims arising from and/or in connection with this contract is Düsseldorf.

2. The law of the Federal Republic of Germany shall apply.

3. If the Organiser is an entrepreneur, a merchant, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in the Federal Republic of Germany, Düsseldorf shall be the place of jurisdiction for all disputes arising from and/or in connection with this contract.

#### **§ 25 Severability clause**

Should individual clauses of these GTCE and/or the 'Safety Regulations for Events' be or become invalid, this shall not affect the validity of the remaining provisions. In such an event, the contracting parties are obligated to amend or change the invalid provision in such a way that its intended purpose is achieved as far as possible.