

0. Scope

- 0.1 The present General Terms and Conditions for Events apply for the provision of rooms, rendering of services related to events for trade fairs, exhibitions, conferences, meetings, shows and other events (hereinafter called "events") at CCH Congress Center Hamburg or at the exhibition grounds.
- 0.2 The contract parties are Hamburg Messe und Congress GmbH (hereinafter called HMC) as the operator of the venue, and its Contract Partner.
- 0.3 These General Terms and Conditions for Events shall be applicable to the exclusion of any others; HMC does not recognise any different or varying conditions of the Contract Partner unless it has explicitly agreed to them in writing.
- 0.4 In addition to these General Terms and Conditions for Events, the "Safety Regulations for Conferences, Meetings and Events" shall apply where it is intended to use materials or activities that could cause fire hazard, such as pyrotechnics, lasers, fog machines, or where platforms, grandstands, stage sets or decorations are to be set up, or where stage, studio, lighting or other technical facilities are to be set up by the Contract Partner or by its contractors. If the Contract Partner plans to employ such activities/ structures, it shall notify HMC of this in the "mandatory notification of the event". The Safety Regulations shall be sent to the Contract Partner on request, if not attached as annex to the contract.
- The same applies for set-up of fair/exhibition stands. In this event, the "Technical Regulations of HMC for Fairs and Exhibitions" shall be applicable.
- The Contract Partner is obliged to require application of the Safety and Technical Regulations without restrictions by all contractors working for it (agencies, technical companies, etc.) and to ensure compliance with them.
- 0.5 The General Terms and Conditions for Events, the Safety Regulations and Technical Regulations shall apply vis-à-vis natural persons, companies, commercial or industrial entities, legal entities under public law, and special funds under public law (hereinafter called "Companies"). These Terms shall also be applicable to all future contractual relationships.
- 0.6 All terms and conditions of business are shown at:
www.hamburg-messe.de and www.cch.de

1. Contract conclusion, Contract Partner

- 1.1 Contracts shall be valid only if concluded in written form. This shall also apply to any amendments and additions. For this purpose, HMC shall send the Contract Partner two copies of the proposed contract, not yet signed, together with any annexes. Contract Partner shall sign two copies and send them back to HMC within the period specified by HMC. This sending of the two copies of the contract with legally valid signatures shall in legal terms constitute an offer for conclusion of contract. Counter-signing of the contract by HMC and sending it to the Contract Partner shall constitute acceptance, and thus conclusion of a contract.
- Any verbal amendments/additions to the object of the contract or orders shall be valid only if confirmed by HMC at least in textual form (letter, fax or e-mail).
- 1.2 Any reservations and options shall lose their validity at the latest on expiry of the period set for return as indicated in the contract for the event. Specific notification to the Contract Partner is not necessary.
- 1.3 If a Contract Partner who is an event organiser mandates third parties (e.g. sub-contractors/agencies) in connection with conduct of the event and/or if the Contract Partner mandates third parties with preparation, conduct and/or organisation of the event, Contract Partner hereby undertakes at first request by HMC to fulfil the obligations of such third party/ies incurred by said third party/ies vis-à-vis HMC. Contract Partner shall be obliged by actions and declarations of such third party as if by its own actions/declarations.
- 1.4 If the Contract Partner is not the Organiser, but a third party (e.g. agency), such third party shall specify the Organiser as the Organiser in the contract, and shall inform it of all contractual obligations, including the present General Terms and Conditions for Events, the Safety Regulations and the Technical Regulations. The third party remains responsible vis-à-vis HMC for fulfilment of all obligations incumbent upon the Organiser under the present contract. All obligations of the Organiser under the present contractual conditions are then applicable to the third party as the Contract Partner. The Organiser is the agent mandated by the third party for fulfilment of contract; actions and declarations of the Organiser and persons mandated by it shall be valid as if actions and declarations of the third party itself.
- 1.5 The transfer in whole or in part, at a charge or free of charge, of premises to third parties shall be subject to the approval of HMC, which is valid only if given at least in textual form. The transfer of usable/rented/agreed rooms and spaces as specified in the contract of use, within the framework of trade fairs and exhibitions, does not require separate approval by HMC. Such approval shall be deemed to have been given if the third party is indicated specifically in the contract. Approval after conclusion of contract may be refused without indication of reasons.
- 1.6 The Contract Partner and, where not identical with it, the Organiser (hereinafter called simply "Organiser" to facilitate reading of the contract conditions) is obliged to indicate clearly in external communications, in particular in all advertising activities, on all printed matter, posters, admission tickets, invitations, etc., that the event is conducted by the Organiser and not by HMC.
- 1.7 The Organiser shall nominate to HMC on request a person empowered to make decisions who is present for the whole duration of the event as even manager (in

accordance with the requirements of the VStättVO [Meeting Place Regulations]). The Event Manager shall participate in a joint tour of the meeting place and familiarise him/herself with the meeting rooms including the escape and rescue routes. On request by HMC, the Event Manager shall attend an agreement/induction on the safety rules to be observed. The Event Manager is also required to be present at all safety meetings, in particular safety meetings regarded as necessary by the fire service and/or police and/or HMC.

- 1.8 Objection is hereby raised to any imputed extension of the event contract on the grounds of continued use following expiry of the period of use. Section 545 BGB [Civil Code] shall not be applicable.

2. Subject of contract

- 2.1 The provision of the premises, facilities, etc. specified in the contract at the venues of HMC shall be effected on the basis of the escape routes and seating plans approved by the authorities with specified visitor capacity, for the purpose indicated by the Organiser and confirmed by HMC.
- 2.2 The Organiser shall submit to HMC a detailed event concept. In the interest of smooth preparation and conduct of the event, the Organiser shall provide HMC with all information on the planned conduct of the event, the desired services, the organisational and technical details, the access, assembly and disassembly times, the breaks, and space allocation of the HMC premises, not later than four weeks before the beginning of the event, at least in textual form. In order to provide this information, the Organiser shall receive from HMC in due time before the event the form "Compulsory notification on event". For seated events with advance ticket sales, specific space allocation (seating plan) shall be agreed with HMC before the start of advance ticket sales. Notification in due time is a principal contractual duty of the Organiser. Any failures or delays of the Organiser in such notification may cause restrictions in the event.
- For events organised at short notice, i.e. where there are less than four weeks between the constitution of the contractual relationship and conduct of the event, such procedural information shall be given immediately.
- 2.3 A seating plan shall be established between the contract parties on a binding basis at least four weeks before the beginning of the event. The service positions specially indicated in the seating plan for representatives of HMC, the police, the fire service, the sanitary service and the public order service shall be provided free of charge and kept available.
- HMC shall provide plans of the venue for the Organiser, showing the usable spaces. The Organiser shall enter in the plan the spaces to be occupied within the framework of the event, and shall submit the plans as completed to HMC in a manner capable of approval, at the latest four weeks before the beginning of the event, for examination and approval.
- 2.4 Any changes to or in the venue provided, in particular with respect to the purpose of use and the escape routes and seating plans, are subject to prior approval by HMC in textual form. Any approvals needed from the authorities shall be obtained at the cost and risk of the Organiser. The Organiser shall not permit more than the maximum permitted number of visitors to enter the respective spaces.
- ## 3. Admission tickets
- 3.1 The number of admission tickets issued must not exceed the number of seats available according to the authorised seating plan, or for events without seating must not exceed the number of persons permitted.
- 3.2 For events without seating, the Organiser must on request provide HMC with proof of the number of admission tickets actually printed.
- 3.3 If it is agreed that HMC is to receive a share of the Organiser's revenues from sale of admission tickets, the Organiser is obliged to inform HMC of gross revenues in a form which meets the requirements of the tax office, not later than three days after the end of the event, without being requested by HMC.
- 3.4 The design of the admission tickets is to be agreed between the Organiser and HMC.
- ## 4. Cloakroom
- 4.1 The specified cloakroom areas at CCH are to be used for handing in coats, etc. Use of the cloakroom is obligatory. The charge for the cloakroom is to be paid by the Organiser or, on special agreement, directly by the visitors, in accordance with the scale of charges displayed. The Organiser is to ensure that the obligation for use of the cloakroom is observed by visitors. No liability is undertaken for coats or the contents of bags which are placed outside of the cloakroom areas on unsupervised coat racks.
- 4.2 Visitors may likewise deposit their luggage at the cloakroom, on payment of a storage fee. The conditions of safekeeping as publicly displayed shall be applicable.
- 4.3 Visitor cloakrooms may be set up at the exhibition site, and HMC may be commissioned to manage them on payment of remuneration, or they may be used by the Organiser on payment of a charge and managed by the Organiser or by third parties. The details are to be agreed with HMC.
- ## 5. Food and beverages
- 5.1 Food and beverage service is to be provided exclusively by Stockheim Catering Hamburg GmbH.
- 5.2 The Organiser is not permitted, except with the prior written permission of HMC to conduct commercial activities beyond direct conduct of the event, or to order commercial operators such as merchandisers, florists or tobacconists to operate at

the event. On approval of such activities by HMC, stand rent or a percentage of the sales revenues may be required by HMC, on separately agreed conditions.

6. Advertising and sales activities

6.1 No advertising or sales of any kind are permitted at CCH or on the surrounding site (forecourt, underground pick-up area, Tiergartenstrasse) or at the HMC exhibition site, except with the prior permission of HMC in at least textual form.

6.2 Advertising for the event shall be the sole responsibility of the Organiser. In the event of breach of intellectual property rights, image copyrights or name rights, trademark rights or other industrial property rights, HMC shall be exonerated by the Organiser from any claims raised by third parties.

6.3 HMC is entitled to indicate the event in its programme of events and on the Internet, provided that the Organiser has given its consent.

6.4 The Organiser may use only the original HMC logos provided by HMC for advertising on printed matter, posters, admission tickets, and on the Internet, etc., and only within the framework of the contract for the event in the respective venue.

6.5 On payment of an additional charge, HMC may offer the Organiser the use of advertising media in and around the premises and venues; but HMC is under no obligation to do so. Remuneration shall be payable in particular for advertising media which are visible from public spaces (e.g. on the glass façades). Further details are covered by clause 10.4.

6.6 HMC is under no obligation to remove advertising material already present at its site, even if such material is in competition with objects covered by the advertising of the Organiser. Covering of existing advertising spaces by the Organiser shall be permissible only with the permission of HMC.

7. GEMA fees (performing rights)

Timely application for use of works subject to GEMA fees (GEMA = performing rights society) and timely payment of GEMA fees shall be obligations exclusively of the Organiser.

8. Production of audio, audio-visual and visual recordings

HMC is entitled to make or have made audio/visual recordings or drawings of events or of objects exhibited or used at events, for the purpose of documentation or for its own publications (e.g. on the Internet and on advertising materials), provided that the Organiser raises no objections.

9. Remuneration

9.1 The remuneration for use and for any ancillary services provided, and the terms of payment, shall be regulated in the contract.

The final invoice for all services shall be made out after the end of the event, offsetting any advance payments / down payments made, and shall be due for payment within 14 days.

9.2 HMC may demand provision of reasonable security from the Organiser, for example in the form of a guarantee for payment of the agreed remuneration and for any other claims which it has.

9.3 If the Organiser fails to comply with the specified period of payment, the Organiser shall immediately be in a state of formal delay of payment. No reminder is required pursuant to Section 286 para. 2 (1) BGB. HMC is entitled to demand the payment of interest eight percentage points above the respective base rate of interest, or in the case of natural persons interest at a rate of five percentage points above the respective base rate of interest. All rights are reserved for claims of compensation for damages in excess of this amount.

In such case, HMC is entitled to refuse the Organiser and its visitors access to the venue and to the HMC site.

9.4 The Organiser, unless it is a natural person, shall have a right of retention only in the case of undisputed claims or claims established by final judicial ruling. The Organiser is entitled to offset claims only against claims that are undisputed or established by final judicial ruling.

9.5 The Organiser is not entitled to assign its rights from this contract to third parties.

Section 354a HGB [Commercial Code] shall remain unaffected thereby.

9.6 The Organiser shall be responsible for payment of any fees or taxes arising from conduct of the event. VAT shall be paid by the Organiser on all revenues from the event (sale of tickets, programmes, etc.). Any contributions payable to the Artists Provident Fund (Künstlersozialkasse) on fees of artists shall be paid in due time by the Organiser.

9.7 All revenues of the Organiser from sales (including advance sales) are hereby assigned in advance to HMC up to the amount of HMC's claims resulting from the event contract.

10. Handover, conditions

10.1 Before handover and on return of rooms, a joint tour of inspection of the respective rooms shall be conducted, including the technical facilities, emergency exits, escape routes, installations and equipment. The Event Manager nominated by the Organiser must be present for this inspection. HMC shall draw up a handover certificate, recording the state of the rooms in question. The certificate shall be signed by both parties. If any deficiencies become apparent during the period of use, they shall be reported by the Organiser to HMC without delay in writing.

10.2 All objects, structures and decorations brought to the premises by the Organiser shall be completely removed by the Organiser by the time of the agreed end of use,

and the previous condition shall be reinstated. In the event of use for several days, reasonable intermediate cleaning shall be effected. The Organiser shall bear the expense of this and of waste disposal.

10.3 If HMC has provided rooms for objects brought in by the Organiser, these objects shall be stored at the risk of the Organiser. No contract of safekeeping is concluded with provision of the rooms. HMC retains the right to charge storage fees for any objects not removed and collected in accordance with agreement. HMC is also entitled to arrange for immediate removal and storage of such objects by a suitable company, at the expense and risk of the Organiser.

10.4 Any changes in the objects used, or the bringing in of heavy or bulky objects, or the attachment of decorations, notices or posters, shall be subject to prior examination and written approval by HMC. That applies in particular to advertising media, posters, etc., which are visible from public spaces (e.g. through the glass façades, cf. clause 6.5). It is not permitted to stick or nail objects onto the internal or external walls or parts of them. HMC is entitled in the event of infringement of this provision to remove such objects or have them removed by third parties. Any costs thereby incurred shall be invoiced to the Organiser and any damage remedied at the expense of the Organiser.

11. Obligations / Safety regulations

11.1 The Organiser is solely and at its own expense responsible for the security of the event and for compliance with and observation of all existing legal and/or official requirements, regulations and permits, in particular the regulations for the Protection of Young Persons, the Industrial Code, working regulations, accident prevention regulations of the employers' insurance organisations and the VStättVO. The Organiser shall comply with all officially and legally prescribed duties of application and notification, and if necessary obtain the requisite permits, unless otherwise stipulated in the present Terms and Conditions for Events or in the contract, and shall make them available them in due time. In particular, it shall examine requirement for classification of the event pursuant to Sections 64 et seq. GewO (Trade Regulations) and change in use for events other than trade fairs and exhibitions. At the request of the Organiser, HMC shall provide addresses etc. of the relevant authorities and institutions. The Organiser shall on request give HMC proof that it has the necessary permits, in due time before the beginning of the event.

11.2 The Organiser bears responsibility for smooth running of the event and for the maintenance of peace and order. It shall take the necessary measures at its own expense. The Organiser declares that, to the best of its knowledge and belief, no danger for public safety and order is to be feared from the planned event. The Organiser bears the entire risk for the event, including its preparation and subsequent conduct.

11.3 During the event, the Organiser or the Event Manager mandated by it (pursuant to Sections 38 et seq. VStättVO) shall be present at all times. The Event Manager must ensure cooperation of the public order authorities, the fire service, the sanitary service with HMC, the police, the fire service and the rescue services. The Event Manager shall ensure orderly, safe conduct of the event. He is obliged to be present during operation of the event (opening times for visitors) and the official assembly and disassembly times, and is required where necessary to take the required decisions in consultation with the contact nominated by HMC, the authorities and external services (e.g. fire service, police, building office, Public Order Office, sanitary service). The Organiser's Event Manager is obliged to stop operation of the event if that is necessary due to danger to persons at the venue, if equipment, facilities or devices necessary for safety are not functioning, or if the operating regulations of VStättVO are not/cannot be complied with. The Event Manager shall be supported by a contact nominated by HMC.

11.4 With respect to technical and safety requirements and provision, reference is made to the "Technical Regulations of HMC for Trade Fairs and Exhibitions" and the "Safety Regulations of HMC for Conferences, Meetings and Events". These shall be binding for the Organiser. For the assembly or disassembly of stage, studio and lighting equipment, "Responsible persons for event equipment" or "Specialists for event equipment" shall be appointed at the expense of the Organiser, in accordance with Section 40 I to VI VStättVO. Support will be provided by a contact nominated by HMC. Details on appointment and requirements for attendance are given in the conditions indicated in clause 11.3.

11.5 The Organiser shall comply with the fire prevention and other safety regulations pursuant to Section 41 et seq. VStättVO, the existing statutory requirements, and the recommendations of VDE – Association of Electrical, Electronics and IT Engineers. On request by the fire service or HMC, the Organiser shall order a fire watch service via HMC. The cost related to this shall be borne by the Organiser.

11.6 The Organiser is required to ensure the necessary services for supervision, maintenance of order, inspection, cloakroom and admission for the event, including for the assembly and disassembly time. HMC shall deploy appropriate personnel at the positions relevant to safety/security of the venue. The appropriate personnel shall be provided by HMC on the basis of a separate agreement with the Organiser, at the latter's expense. Only qualified personnel may be deployed, especially as admission and order personnel; they must be familiar with the respective venue, and must have suitably qualified evacuation helpers available in the event of danger. The qualification of such persons must be demonstrated to HMC on request. The technical equipment of HMC may only be operated by persons appointed by HMC. The minimum level of security and order services will be specified by HMC.

- 11.7 If the Organiser uses decorations, it must obtain permission from HMC, thereby submitting with its application for permission the clearance certificate from the safety authorities. The escape and rescue routes and fire extinguishing facilities must at all times be kept free and completely accessible.
- 11.8 The Organiser shall comply with the relevant noise abatement regulations. In the event of infringement of the noise abatement regulations, HMC reserves the right to interrupt the event. Any claims for damages shall be handled by the Organiser. The Organiser shall provide its visitors at their request with ear plugs in sufficient quantities.
- 11.9 The Organiser is responsible for all traffic safety with respect to the premises placed at its disposal and within the framework of its event.
- 11.10 The use of cranes, power-operated fork lift trucks with driver's position etc., industrial trucks for loading and unloading and for assembly and disassembly is permitted only for the forwarding agents nominated by HMC, for reasons of safety and coordination.
- 11.11 Suspension from the ceilings and the provision of attachment points shall be effected only by HMC. The same applies to any changes in the suspension construction. HMC shall make use of specialist companies as subcontractors for this purpose. Objects may be attached to such attachment points only in compliance with the applicable regulations in accordance with the state of the art. The costs of this shall be borne by the Organiser.
- 11.12 Utility services for electricity, gas, water / waste water, fume extraction and compressed air may be ordered from HMC. Installation of the supply equipment shall be effected on the basis of the Technical Regulations, at the expense of the party placing the order. Consumption will be recorded by HMC and, depending on the individual agreement, invoiced to the party placing the order in accordance with the terms of the respective price list.
- 11.13 Telecommunication connections (including Internet access) are to be ordered from HMC and will be invoiced in accordance with the terms of HMC applicable from time to time. The "General Terms and Conditions for Business, Internet Access" shall be applicable. These are shown at www.hamburg-messe.de and www.cch.de.
- 11.14 In general terms, HMC provides the Organiser and if applicable its exhibitors with a range of services for all aspects of the event, delivered either by HMC itself or by service partners mandated for this purpose. The details are shown in the HMC service file, which will be sent by HMC on request.
- 12. Non-conduct of the event**
- 12.1 If the Organiser does not hold the event for a reason not caused by HMC, or if the Organiser wishes to change the dates of the event, HMC has the option of charging a flat rate to the Organiser rather than a specifically calculated compensation amount. The Organiser is then obliged to pay the following flat rate amount, related to the agreed remuneration:
- Cancellation up to 12 months before start of the event: 50%
 - Cancellation up to 6 months before start of the event: 75%
 - Cancellation at a later date: 100%.
- These flat rate amounts shall be applicable mutatis mutandis in the event of a reduction in the space for the event, or partial cancellation, or change in the date of an event. Cancellation by the Organiser is subject to written form. The relevant date is date of receipt of the communication by HMC.
- The Organiser has the right to demonstrate that HMC incurred no damage, or that damage was less than the flat-rate amount.
- 12.2 If HMC is unable to meet its contractual obligations for a reason within its own control, the Organiser shall receive reimbursement of any payments it has already made. The Organiser shall have no further claims.
- 13. Rescission/Cancellation by HMC**
- 13.1 Without prejudice to any more extensive statutory rights, HMC is entitled to terminate / rescind the contract if
- (a) The Organiser does not meet its payment obligations under the contract in due time and completely;
 - (b) HMC has outstanding receivables vis-à-vis the Organiser from previous events;
 - (c) The Organiser has not provided the necessary proofs as required under the present Terms or the contract;
 - (d) Proof is not provided of third-party liability insurance;
 - (e) The Organiser breaches the provisions of the present Terms / of the contract;
 - (f) The Organiser changes the usage purpose without the approval of HMC;
 - (g) Necessary official approvals/permits are not issued;
 - (h) Breaches of conditions/permits or legal requirements are committed;
 - (i) The rights of third parties are violated by the event;
 - (j) There are facts which suggest a danger and/or disturbance to public safety or order, or possible damage to property by the event;
 - (k) There are facts which give rise to fears of impairment of reputation of HMC with the general public or with the specialised public due to the event.
- If HMC makes use of its right of rescission, it still maintains the right to claim payment of the agreed flat-rate amounts as set out in clause 12. However, HMC must permit offset of any expenditures saved, and any revenues from any substitute renting of the space/facilities.
- 13.2 If the event cannot be held due to force majeure, each Contract Partner bear its own costs incurred so far. If HMC has provided advance services which are to be remunerated under the terms of the contract, the Organiser is required to reimburse the relevant costs. The term "force majeure" does not include strike of own employees, failure to perform of individual artists, or late arrival of one or more participants, or bad weather.
- 13.3 If the Contract Partner is an agency, HMC and the agency shall have a special right of termination in the event that the client withdraws the mandate from the agency, or terminates the mandate. Said special right of termination may, however, be exercised only if the client of the agency takes over completely all rights and obligations from the existing contract with HMC, and provides reasonable security if requested to do so by HMC.
- 13.4 In the event of infringement of principal contractual obligations, safety-relevant regulations, or in special danger situations, HMC may demand that the Organiser should clear and transfer back the premises. If the Organiser fails to meet such request, HMC is entitled to arrange for clearance to be conducted at the cost and risk of the Organiser. The Organiser shall in such event be required to pay the full amount of the remuneration.
- 14. Liability of the Organiser**
- 14.1 The Organiser shall be liable for all damage caused to HMC or the City of Hamburg as the owner of the premises, where caused by the Organiser, its agents and servants, the participants in the event, or suppliers, visitors, guests or other third parties in connection with the event. Liability includes all damage caused by the fact that events of third parties cannot be conducted or cannot be conducted in accordance with plan, and any damage caused by tumultuous upheavals. Liability shall also be applicable in the event that the Organiser has no culpability in selection of its agents or servants.
- 14.2 The Organiser shall hold HMC and the owner of the premises harmless from all claims by third parties raised in connection with the event, where these are within the control of itself, its agents or servants, or its guests and visitors. This indemnity obligation also includes any fines or administrative penalties imposed by the authorities (e.g. due to disturbance of the peace, blocking of escape routes, exceeding permissible visitor numbers, failure to comply with smoking bans), which in connection with the event may be imposed on HMC as the operator of the venue.
- 14.3 The Organiser shall irrevocably indemnify HMC from all claims arising from the fact that the event or advertising for the event violates the rights of third parties (in particular intellectual property rights, image copyrights or name rights, trademark rights, competition rights, personality rights) or other statutory regulations. Said obligation to provide indemnity shall include any costs of formal demands to desist, court costs, and costs of legal proceedings.
- 14.4 The Organiser is liable for complete return in proper condition of all objects provided to it by HMC (including devices, keys and equipment). Any securities provided by the Organiser serve as securities for all claims by HMC and the owner of the premises arising from or in connection with the event contract, even if only certain purposes are indicated for the provision of such security.
- 14.5 The Organiser is obliged to take out sufficient organiser's third-party liability insurance covering the usual risks from the contract, for injuries to persons and for damage to property and financial losses.
- In respect of hired media or event equipment, the Organiser shall additionally take out insurance for loss, theft, damage or destruction, covering their replacement value.
- 14.6 The Organiser shall prove to HMC the existence of the insurance cover, by presenting a current cover note, not later than four weeks before the start of the event.
- 14.7 Where possible under the terms of the insurance, all claims against the insurance companies that exist in connection with damage to the subject matter of the contract or other property owned by HMC are hereby assigned in advance to HMC, which hereby accepts such assignment.
- 15. Liability of HMC**
- 15.1 In the event of gross negligence, HMC shall be liable only for the culpability of its legal representatives and senior executives, except in case of violation of principal contractual duties (cardinal obligations) or injury to life, or damage to physical integrity or health. In the event of minor negligence, HMC shall be liable only for violation of principal contractual duties or for loss of life, injury to body or health. It shall be liable only for damage typical of such contracts and for direct damage of an average nature, regardless of the legal grounds.
- 15.2 No-fault liability of HMC for pre-existing deficiencies pursuant to 536a para. 1 BGB is explicitly excluded. Thus HMC shall in particular not be liable for the property of the tenant, or for any consequential damage incurred by tenant.
- No reduction of remuneration due to deficiencies shall come into consideration unless the intention to reduce remuneration is notified to HMC in writing during the period of provision of the subject matter of the contract, and is correspondingly documented.

- 15.3 Any damage shall be notified to HMC and if applicable to the police, without delay. Any damage for which HMC bears liability under the provisions of the previous clauses shall be compensated by HMC only to the amount of the present value, and only on presentation of written proof of purchase cost. Compensation of such damage shall be excluded if, due to late reporting of damage for which the Organiser is responsible, HMC refuses to accept the claim. In general, the liability of HMC is restricted in its amount to the cover amount of the respective insurance of HMC.
- 15.4 The Organiser cannot derive any rights or objections from the fact that, alongside his event, similar or comparable events are being held at CCH or at the exhibition site.
- 15.5 HMC is not liable for damage caused by measures undertaken to maintain safety and order. In the event of incorrect assessment of risks leading to restriction, cancellation or interruption of the event on the instructions of HMC, HMC shall not be liable for cases of simple negligence.
- 15.6 HMC undertakes no liability for loss of objects, facilities, structures or other items of value brought in by the Organiser, or on his behalf by third parties, or by visitors, unless HMC has undertaken safekeeping for a consideration. On request by the Organiser in individual cases, HMC shall on payment of compensation provide a special security service.
- 15.7 Where liability is excluded or limited under the provisions of these General Terms and Conditions for Events, the same shall also apply for agents and servants of HMC. HMC and the Organiser shall be liable for any culpability of their respective agents and servants, without the possibility of exoneration from fault through poor choice of servant.

16. House Rules

- 16.1 The House Rules of HMC shall be applicable for both venues and all outdoor spaces, etc. HMC shall continue to have the rights of the property owner vis-à-vis the Organiser, its visitors and third party during the period of use. It shall exercise said rights through persons authorised for this task and provided with special identity cards. Such authorised persons must be granted free access to the rooms used by the Organiser at any time, in the course of their exercise of the rights of the property owner.
- 16.2 The Organiser and its Event Manager shall ensure implementation of and compliance with the House Rules at all times, vis-à-vis its visitors, employees, agents and servants, etc. The Event Manager appointed by the Organiser shall keep a list of all external companies involved, and their employees involved in the work on the event. Every employee working on the event must be able to identify himself at any time by stating his name and the company to which he belongs.
- The Organiser shall in particular ensure that no persons linger in the area of the venues (forecourt, etc.), and no groups of persons gather such as could have a detrimental effect on the public reputation of HMC and/or on business relations.
- 16.3 A general ban on smoking is applicable in the premises. That does not apply to the outdoor spaces or to any rooms specifically designated as smokers' rooms. The Organiser is obligated to ensure compliance with the smoking ban by all persons attending the event on the HMC site, in particular visitors. In the event of violation, the Organiser shall take the necessary measures to prevent any further violation.
- 16.4 HMC is entitled to demand from the Organiser immediate clearance of the venue in the event of breach of major contractual duties or safety-relevant regulations, or in the event of a special danger situation.

17. Non-disclosure and confidentiality obligation / Data collection, processing and usage

- 17.1 The parties undertake not to disclose any information becoming known to them due to cooperation and in relations with one another, and not to communicate it to third parties, even after termination of the contract.
- 17.2 The data of the Organiser will be collected, processed and used by HMC – subject to compliance with the Federal Data Protection Act in its version applicable from time to time, and other data protection regulations – for purposes of fulfilment of the contract.

In addition, HMC uses the data for market research and customer service purposes, and if applicable transfers them in this connection to its subsidiary, HMC International GmbH.

The Organiser gives its prior consent to this, unless it has explicitly raised objection thereto.

The Organiser may at any time withdraw consent for the processing/use of its data for market research and customer service purposes, and to transfer of its data, in each case with effect for the future.

- 17.3 Both CCH and the exhibition site are video monitored in certain areas, for purposes of security. The areas in question are marked accordingly.

18. Final provisions

- 18.1 In the event that a provision of these General Terms and Conditions for Events is or becomes invalid or unworkable, this shall have no effect on the validity of the General Terms and Conditions for Events. In such case the parties undertake to agree on a valid and workable provision which comes as close as possible to the purpose of the provision to be replaced, within the meaning of the General Terms and Conditions for Events; the same shall apply to any omissions in the General Terms and Conditions for Events.
- 18.2 The place of performance and jurisdiction for both parties for all mutual obligations, including all payment obligations, shall be Hamburg, provided that the Contract Partner has the status of a merchant, body corporate under public law, or of special assets under public law, or has no general place of jurisdiction within Germany. HMC shall, however, also have the option of initiating legal proceedings at the legal domicile of the Contract Partner.
- 18.3 German law shall be applicable, to the exclusion of private international law and the United Nations Convention on Contracts for the International Sale of Goods.

The General Terms of Participation are also available for download at www.hamburg-messe.de or www.cch.de.