

# General Terms and Conditions for Events

**1. Scope**

1.1 These General Terms and Conditions for Events apply to the provision of premises and facilities, etc. and to the rendering of services in relation to trade fairs, exhibitions, conferences, meetings, shows and other events (hereinafter called "Events") at the CCH - Congress Center Hamburg and in the exhibition grounds and outdoor spaces (concourses, etc.) or car parking areas / indoor parking.

1.2 The contracting parties are Hamburg Messe und Congress GmbH (hereinafter called HMC) as the operator of these venues and its "Contractual Partner" or other third party, if not one and the same (e.g. agency) (hereinafter referred to generically as "Organiser").

1.3 These General Terms and Conditions for Events shall be applicable to the exclusion of any others; HMC shall not recognise any differing or conflicting conditions of the Organiser unless it has explicitly agreed to them in writing.

1.4 The "Technical Regulations of HMC for Trade Fairs and Exhibitions", the "HMC House Rules", and the "General Terms of Business for Internet Access" shall apply in addition to these General Terms and Conditions for Events. The "Safety Regulations for Congresses, Conferences and Events" shall also apply where activities are intended which could pose a fire hazard, such as pyrotechnics, lasers or fog machines, or where platforms, grandstands, stage sets are to be used or built, decorations are to be placed or where stage, studio, lighting or other technical facilities are to be set up by the Organiser or by its contractors. If the Organiser plans to put on such activities or set up such structures, it shall be required to notify HMC of this in the "Mandatory Information Form" for its Event. The Organiser may request the Safety Regulations if a copy was not attached to the contract.

The Organiser shall be required to ensure that visitors duly comply with the House Rules and are aware of their unreserved binding force, and that employees, servants, subcontractors or other third parties instructed by the Organiser (agencies, technical companies, speakers, performers, etc.) also duly comply with the Safety Regulations and Technical Regulations and are aware of their unreserved binding force.

1.5 All terms and conditions of business are available in the download section for exhibitors, at:  
[www.hamburg-messe.de](http://www.hamburg-messe.de) and [www.the-new-cch.comholler](http://www.the-new-cch.comholler)

**2. Conclusion of contract and duties of the Organiser**

2.1 All contracts are valid only if concluded in written form. For this purpose, HMC sends the contract and any annexes to the Organiser, by e-mail or by letter post. The Organiser then signs them and sends them back to HMC by e-mail or by letter post, within the period for return indicated by HMC. Acceptance by HMC is then effected by signing one of the counterparts of the contract and sending it to the Organiser, thus completing the contract. Amendments or additions to the contract or orders shall be valid only if confirmed by HMC in textual form as a minimum (letter, fax or email).

2.2 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. Separate notification of the Organiser shall not be necessary.

2.3 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 of the German Civil Code (BGB) shall not be applicable.

2.4 If the Organiser instructs third parties (e.g. subcontractors/ agencies) in connection with the conduct of the Event and/or if the Organiser permits third parties to prepare, run and/or organise the Event, the Organiser hereby undertakes, on the first request of HMC, to fulfil the obligations incumbent on the third party or third parties towards HMC. The Organiser shall be obliged to accept the actions and declarations of the third party as its own against itself.

2.5 If a third party (e.g. agency) acts as the Contractual Partner on behalf of an Organiser, this third party shall specify the Organiser as the Organiser in the contract and shall inform the latter of all the contractual obligations and the duty to comply with them, including these General Terms and Conditions for Events, the Safety Regulations, the Technical Regulations and the House Rules. As the Contractual Partner, the third party shall remain accountable to HMC for the fulfilment of all obligations incumbent upon the Organiser under this contract. All the obligations of the Organiser under these Terms and Conditions for Events shall then be applicable to the third party as the Contractual Partner. The Organiser shall be the performing agent of the third party; the third party shall be obliged to accept the actions and declarations of the Organiser and of the persons instructed by the latter as its own for and against itself.

2.6 The letting of premises to third parties, either in whole or in part, for a charge or free of charge, shall be subject to the written confirmation of HMC, in textual form as a minimum. Approval after conclusion of contract may be revoked or refused by HMC without stating reasons. No separate agreement from HMC shall be needed in respect of the letting for the purposes set out in the contract of rooms and areas let under the contract.

2.7 The Organiser shall be required to indicate clearly and unambiguously in all external communications, especially in advertisements and on printed matter, posters, admission tickets and invitations, etc., that the Event is being run by the Organiser and not by HMC.

**3. Subject of contract**

3.1 The premises and facilities, etc. specified in the contract at the HMC venues shall be let on the basis of the visitor capacity, as approved by the authorities and specified in the layout and seating plans with escape routes, for the purpose indicated by the Organiser and confirmed by HMC.

3.2 The Organiser shall submit detailed Event plans to HMC. In the interests of smooth preparation and conduct of the Event, the Organiser shall provide HMC with all the information on the planned conduct of the Event, the services required, the organisational and technical details, the admission times, the assembly and disassembly times, the breaks and space allocation on the HMC premises, not later than eight weeks before the beginning of the Event, at least in textual form. The

"Mandatory Information Form" for the Event must be completed by the Organiser and submitted to HMC at least eight weeks before the start of the Event. For seated Events with advance ticket sales, the specific space allocation (seating plan) shall be agreed with HMC before the start of advance ticket sales. The completion and due submission of the "Mandatory Information Form" are fundamental contractual duties of the Organiser. Any failure or delay on the part of the Organiser in such notification may lead to restrictions in respect of the Event.

In case of 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, this information must be given immediately.

- 3.3 A contractually binding, final seating plan/hall layout plan shall be established by the parties at least four weeks before the beginning of the Event. Any designated seats for HMC representatives, police officers, fire crew, medical personnel and stewards must be kept free and provided free of charge.

HMC shall provide plans of the venue for the Organiser, showing the usable spaces. The Organiser shall enter in the plans the spaces to be occupied during the Event, and shall submit the duly completed plans to HMC at least four weeks before the beginning of the Event for examination and approval.

- 3.4 Any changes to the venue or changes in the premises provided, especially relating to the purpose of use as well as to the escape routes and seating plans/hall layout plans, shall be subject to prior approval by HMC in textual form. Any official permits needed from the authorities must be obtained by the Organiser at the latter's expense and risk. The Organiser must not admit more visitors to the premises than the maximum specified.

#### **4. Admission tickets**

- 4.1 The number of admission tickets issued must not exceed the number of seats available according to the authorised seating plan or, in case of Events without seating, must not exceed the authorised standing capacity.
- 4.2 In case of Events without seating, the Organiser must provide HMC with proof on request of the number of admission tickets actually printed.
- 4.3 If an agreement has been reached that HMC shall receive a share of the Organiser's proceeds from the sale of admission tickets, the Organiser shall be obliged to inform HMC of the 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 any separate request on the part of HMC.
- 4.4 The design of the admission tickets is to be agreed jointly by the Organiser and HMC.

#### **5. Cloakroom**

- 5.1 The designated cloakroom areas at CCH are to be used for handing in coats, etc. The charge for the cloakroom is to be paid by the Organiser or, as arranged in any given case, by the visitors in accordance with the scale of charges displayed.

- 5.2 Cloakrooms for visitors may be set up in the exhibition grounds and HMC may be paid to provide a cloakroom management service, or said cloakrooms may be used by the Organiser subject to the payment of a charge and managed by the Organiser or by third parties. The arrangements and details must be discussed and agreed with HMC at least four weeks before the start of the Event.
- 5.3 Visitors may also deposit their luggage at the cloakroom in the CCH and on the exhibition grounds subject to the payment of a storage charge. The conditions displayed shall apply.
- 5.4 No liability shall be accepted for coats or the contents of bags which are left outside the cloakroom areas on unsupervised coat racks. Similarly, no liability shall be accepted for valuable items, money or keys left in bags or rucksacks or in coats kept in the cloakroom.
- 5.5 For safety reasons HMC may prohibit carrying bags or rucksacks on the premises, or require bag and / or body searches.

#### **6. Food and beverages**

- 6.1 Food and beverage services shall be provided exclusively by Käfer-Service-Hamburg GmbH.
- 6.2 The Organiser is not permitted, except with the prior written permission of HMC, to undertake commercial activities beyond the direct conduct of the Event or to invite commercial operators, such as merchandisers, florists or tobacconists, to operate at the Event. On approval of such activities by HMC, rent may be charged for the stalls by HMC or a percentage of the sales revenues may go to HMC under a separate agreement.

#### **7. Advertising and sales activities**

- 7.1 No advertising or sales of any kind are permitted at CCH, on the surrounding site (concourse and Tiergartenstrasse) or on the HMC exhibition grounds, except with the prior permission of HMC in at least textual form.
- 7.2 Advertising for the Event shall be the sole responsibility of the Organiser. In case of breach of intellectual property-, image copyrights and name-, trademark rights or other industrial property rights, HMC shall be exonerated by the Organiser from any claims raised by third parties.
- 7.3 HMC shall be entitled to list the Event in its programme and on the Internet, provided that the Organiser has given consent.
- 7.4 The Organiser shall use exclusively the original HMC logos provided by HMC for advertisements in printed matter and on posters, admission tickets and the Internet, etc., and only as stipulated in the contract for the Event in the respective venue.
- 7.5 On payment of a separately agreed charge, HMC may offer or allow the Organiser the use of advertising media in and around the premises and venues but is under no obligation to do so. A charge shall be made, most notably, for advertising media which are connected with the HMC buildings and structures or are otherwise

visible from public spaces. Further details are covered by paragraph 10.4.

7.6 HMC shall be under no obligation to remove advertisements already present on its site, even if they are in competition with advertisements of the Organiser. The covering of existing advertising panels by the Organiser shall be subject to a charge and to advance permission from HMC.

**8. GEMA copyright fees**

The Organiser shall have sole responsibility for meeting its obligations towards the GEMA (Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte – Society for Musical Performing and Mechanical Reproduction Rights) and/or the GVL (Gesellschaft zur Verwertung von Leistungsschutzrechten mbH – Society for the Administration of Neighbouring Rights), duly applying for permission for the performance or reproduction of protected works and paying the relevant fees. HMC may ask the Organiser for written evidence of the application for permission in due time prior to the Event or for written evidence of the payment of the fees by the Organiser. If the Organiser is not willing or able to produce evidence of the payment of fees, HMC may see fit to ask the Organiser for a security deposit to cover the fees before the Event.

**9. Remuneration**

9.1 The terms of remuneration for use and for any ancillary services provided as well as the conditions of payment shall be as set out in the contract.

The final invoice for all services shall be made out after the end of the Event, allowing for any advance payments or down payments already made, and shall be due for payment within 14 days.

9.2 HMC may request the provision of security by the Organiser as appropriate, in the form of a guarantee for payment of the agreed remuneration, for example, and for any other claims.

9.3 If the Organiser fails to meet the specified payment deadlines then the Organiser shall be in default with immediate effect. No reminder shall be required pursuant to section 286 (2) subs. 1 of the German Civil Code (BGB). HMC shall be entitled to charge Companies and commercial traders interest at eight percentage points above the applicable base rate and to charge individuals interest at five percentage points above the applicable base rate, duly reserving the right to claim damages for delay in excess of this amount.

9.4 The Organiser, unless an individual, shall have a right of retention only in the case of undisputed claims or claims established as final and absolute by judicial ruling. The Organiser shall be entitled to offset claims only against claims that are undisputed or established as final and absolute by judicial ruling.

9.5 The Organiser shall not be entitled to assign its rights arising from this contract to third parties. Section 354a of the German Commercial Code (HGB) shall remain unaffected thereby.

9.6 The Organiser shall be responsible for the payment of any fees and taxes arising from the conduct of the Event.

Statutory value-added tax as applicable at the time 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 relevant provident fund (Künstlersozialkasse).

9.7 All the revenue earned by the Organiser from ticket sales (including advance sales) shall be assigned in advance to HMC up to the amount of HMC's claims resulting from the contract for the Event.

**10. Handover / conditions / return**

10.1 Before handover and on the return of the premises, a tour of inspection must be conducted to ensure that the respective rooms are in acceptable condition, including the technical facilities, emergency exits, escape routes, installations and equipment. The Event manager appointed by the Organiser must be present for this inspection. HMC shall draw up a handover and acceptance certificate, recording the state of the premises in question. The certificate shall be signed by both parties.

10.2 All objects, structures and decorations brought onto the premises by the Organiser, or by third parties acting on the latter's instructions, shall be completely removed by the Organiser by the time of the agreed end of use, and the previous condition shall be reinstated. Once the term of use has expired, the items may be removed by HMC at the expense of the Organiser. The Organiser must ensure that no waste is left behind on the HMC site. Any rubbish remaining on the HMC site after the end of the set-up phase and after the end of the Event must be fully and duly disposed of by the Organiser. Otherwise HMC shall be entitled to have the rubbish removed at the expense of the Organiser and to bill the latter for the ensuing costs. The costs for this shall be as agreed with the Organiser or otherwise as set out in the conditions on the order form for waste disposal in the services folder. If the premises are in use for several days, they must be kept clean throughout. The Organiser shall bear the expense of cleaning.

10.3 HMC reserves the right to charge storage fees for any items not removed or collected as agreed. HMC shall also be entitled to arrange for the immediate removal and storage of these items at the expense and risk of the Organiser.

10.4 Any changes to the objects used, or the bringing in of heavy or bulky objects, and the attachment of decorations, signs and posters, shall be subject to charges and to the prior examination and written approval of HMC. This shall apply most notably to fixed signs, posters, advertising boards and signposts on the premises and to contingency measures which need to be taken if the smoke extraction system is deactivated because of pyrotechnic displays, for example, or because of the use of fog machines and hazers, etc. These measures shall exclusively be taken by service providers authorised by HMC. Objects may not be stuck or nailed on the façades or on the internal and external walls or parts of them. HMC shall be entitled to remove any objects affixed in contravention of this rule or to 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. Any

clearance certificates and documents of compliance issued by the relevant authorities must be submitted to HMC with the application for consent.

**11. Compliance / Security and service**

- 11.1 HMC shall be responsible and guarantees that the premises let under the Contract comply with all the applicable legal requirements and / or regulations, provisions and permits at the time of the Event.
- 11.2 The Organiser shall be solely responsible for, and liable for the costs of, security at the Event, obtaining the relevant permits, and compliance with all the relevant legal and/or official requirements and regulations, in particular the provisions set out in the law for the protection of youth (JuSchG), the trade regulation act (GewO), the non-smoking act, the act on occupational health & safety (ArbSchG), the act on working hours (ArbZG), the accident prevention regulations published by the professional liability insurance associations, and the regulations governing venues and meeting places (VStättVO). The Organiser shall comply with all official and statutory duties of registration and notification, obtaining any permits which may be required, unless stipulated otherwise in these Terms and Conditions for Events or in the contract, and presenting them at least 12 weeks before the start of the set-up phase. It is particularly important to check whether the Event needs to be classified pursuant to sections 64 ff. of the trade regulation act (GewO) and whether a change of use permit is required 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.
- 11.3 The Organiser shall bear responsibility for the smooth running of the Event and for maintaining security, public safety and order, duly taking the necessary measures at its own expense. The Organiser shall declare that, to the best of its knowledge and belief, the planned Event poses no risks of any kind to security, public safety and order. The Organiser shall bear the entire risk of the Event, including in respect of the preparation and subsequent processes.
- 11.4 The Organiser shall provide HMC on request with the name of a person with decision-making authority as the manager. The Organiser or the Event manager (instructed pursuant to sections 38 ff. of the regulations governing venues and meeting places (VStättVO)) must be responsible, present and available at all times during the Event and the official assembly and disassembly times. The Event manager shall participate in a joint tour of the venue in order to become acquainted with the meeting rooms and to take note of the emergency exits and escape routes. At the request of HMC, the Event manager shall attend a coordination meeting before the Event in order to be briefed on the relevant rules and regulations. This Event manager must guarantee that the stewards, fire safety officers and first-aid posts can liaise with HMC, the police, the fire service and the rescue service and shall be required to take any decisions which may be necessary in consultation with the HMC contact persons, the authorities and external services (e.g. fire service, police, planning office, public order office, medical service). The Event manager must ensure the orderly and safe conduct of the Event. The Event manager shall be forced to call a halt to the Event if

persons at the venue are in danger or at risk, if equipment, facilities or systems which are vital for safety are not in working order, for example, or if the regulations governing venues and meeting places (VStättVO) are not being (or cannot be) complied with. The Event manager shall also be required to be present at all safety briefings, especially at meetings regarded as obligatory by the fire service and/or by the police and/or by HMC. The Event manager shall be assisted by a designated member of HMC staff, (Duty Officer, CvD).

- 11.5 Professional technicians ("Verantwortliche für Veranstaltungstechnik" bzw. Fachkräfte für Veranstaltungstechnik) must be appointed at the expense of the Organiser to take charge of the assembly and disassembly of stage, studio and lighting equipment under section 40 I to VI of the regulations governing venues and meeting places (VStättVO). These technicians shall be assisted by a designated member of HMC staff.
- 11.6 The Organiser shall be required to comply with the fire prevention regulations and other safety regulations pursuant to sections 41 ff. of the regulations governing venues and meeting places (VStättVO), the relevant statutory requirements, and the recommendations published by the VDE - Association for Electrical, Electronic and Information Technologies. The Organiser shall be required to appoint a fire safety officer at the request of the fire service or HMC. The cost of this shall be borne by the Organiser.
- 11.7 The Organiser shall be required to ensure the necessary supervision, security, inspection, cloakroom and admission services for the Event, including for the assembly and disassembly times. The persons deployed on these jobs, especially the ushers and stewards on the door, must be duly qualified and familiar with the respective venue, and they must have suitably skilled assistants to help evacuate the building in the event of danger. The minimum number of security staff and stewards shall be specified by HMC in case of doubt. HMC shall deploy the required personnel in the positions/locations relevant to the safety and security of the venue by separate agreement with, and at the expense of, the Organiser. The qualification of such persons must be demonstrated to HMC on request. The technical equipment of HMC must be operated by persons appointed by HMC with the relevant authorisation.
- 11.8 The emergency exits, escape routes and fire extinguishing facilities must be kept unobstructed and fully accessible at all times. Certain areas of both the CCH and the exhibition grounds are monitored by CCTV systems for purposes of security. Notices to this effect are displayed in the relevant areas.
- 11.9 The Organiser must comply with the relevant noise control regulations. HMC reserves the right to interrupt the Event if the noise control regulations are violated. Any claims for damages shall be met by the Organiser. The Organiser shall have sufficient quantities of earplugs available for visitors on request.
- 11.10 The Organiser shall have a legal duty to maintain safety on the premises placed at its disposal in every respect during its Event.

- 11.11 For safety and organisational reasons, the right to use cranes and motorised forklift trucks with driver controls and other industrial trucks for loading and unloading and for assembly and disassembly processes is strictly reserved for the shipping companies approved by HMC.
- 11.12 Items may only be suspended from the ceilings by HMC and attachment points may only be provided by HMC. Changes to the suspension system may only be made by HMC. HMC shall subcontract these jobs to specialist companies. Items may only be attached to the attachment points provided in compliance with the applicable regulations and in conformity with the relevant standards. The costs of this shall be borne by the Organiser.
- 11.13 Utility services for electricity, water/waste water, fume extraction and compressed air as well as connections to the HMC sprinkler system must be ordered from HMC. The supply equipment shall be installed on the basis of the Technical Regulations at the expense of the party placing the order. The consumption of the party ordering the services shall be recorded by HMC and billed in accordance with the respective price list or with other conditions as agreed.
- 11.14 Telecommunications connections (including Internet access) are to be ordered from HMC and shall be invoiced in accordance with the terms of HMC applicable at the relevant time. The "General Terms of Business for Internet Access" shall apply. These can be seen in the download section for exhibitors at: [www.hamburg-messe.de](http://www.hamburg-messe.de) and [www.das-neue-cch.de](http://www.das-neue-cch.de).
- 11.15 Security services at individual booths may only be provided by HMC. HMC shall subcontract these services to specialist companies. The same shall apply to the cleaning of the sanitary facilities, aisles, thoroughfares, meeting rooms and conference rooms.
- 11.16 As a general principle, HMC shall provide the Organiser and, where applicable, its exhibitors with a range of services for all aspects of the Event, either supplying the services itself or instructing its partners to provide the services. The details are set out in the HMC services folder which will be sent by HMC on request.
- 12. Postponement / cancellation of the Event / Force Majeure**
- 12.1 If the Organiser does not hold the Event or wishes to postpone the Event for a reason for which HMC is not responsible, HMC shall have the option of charging a flat cancellation fee rather than claiming a separately costed amount in compensation from the Organiser. The Organiser shall then be obliged to pay the following flat rate of the agreed remuneration in case of 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 %
  - Cancellation at a later date: 100 %
- These flat rates shall apply analogously in case of any reduction in the space for an Event, partial cancellation or postponement of an Event. Notice of cancellation must be given by the Organiser in written form. The date of receipt of the notification by HMC shall be used for cancellation fee calculations.
- 12.2 The Organiser shall have the right to demonstrate that no damages or a lesser amount of damages than the flat rate were incurred. If HMC incurred greater damages than would be covered by the flat rate then HMC may claim a higher amount of compensation. The burden of proof in this case shall lie with HMC.
- 12.3 If HMC is unable to meet its contractual obligations for a reason within its own control, the Organiser shall receive back any payments it has already made. No further claims may be made by the Organiser.
- 12.4 If the Event cannot be held due to force majeure, each party to the contract shall bear the costs it has incurred until that time. If HMC has advanced funds on behalf of the Organiser which would be remunerated under the terms of the contract then the Organiser shall be required to reimburse these costs. For the purposes of this provision, force majeure shall be an event caused from the outside by natural elements or by actions of third parties outside of the business of the parties that, according to human knowledge and experience is unpredictable, cannot be prevented with economically reasonable means even if exercising the utmost diligence and cannot be compensated, and cannot be considered an acceptable risk because of its frequency. The term "force majeure" shall not include strikes by own employees, absence or late arrival of individual participants, artists, speakers, or bad weather, interruption of means of transport and similar events.
- 13. Cancellation by HMC**
- 13.1 In case of breach of fundamental contractual duties, HMC shall be entitled, having allowed additional time and threatened to refuse performance to no avail, to withdraw from the contract in the following cases in particular:
- a) The payments have not been made or have not been made on time by the Organiser
  - b) The Event constitutes a breach of the peace and is harmful to the reputation of HMC
  - c) The official authorisation and permits required for the Event have not been obtained or submitted
  - d) There is a substantial change to the purpose of use set out in the contract for the Event
  - e) The Organiser omitted to mention on concluding the contract, especially when stating the purpose of use in the contract, that the Event would be carried out by or for a political party or a religious or "quasi-religious" association
  - f) The Organiser is in breach of statutory regulations, especially regulations governing venues and meeting places, or fails to comply with official requirements and directives
  - g) The Organiser fails to discharge its statutory and official duties – in connection with the Event – or fails to discharge duties assumed under the contract to give notification and make payment to HMC or to authorities, the fire service, medical services, rescue services or the GEMA / GVL copyright society
  - h) impending insolvency and/or one of the Partners is threatened by or clearly in excessive debt.
- 13.2 Should HMC exercise its right of withdrawal pursuant to one of the reasons listed in § 13.1 a) to h) above, it shall

retain the right to claim payment of the agreed charges but shall be required to offset any expenditures saved.

13.3 In case of breach of fundamental contractual obligations, infringement of safety regulations and in situations of acute danger, HMC shall be entitled to refuse the Organiser and its visitors, etc. access to the venue and to the HMC site or may ask the Organiser to vacate and return the premises. If the Organiser fails to comply with any such request, HMC shall be entitled to have the premises vacated at the cost and risk of the Organiser. In any such case, the Organiser shall remain liable for the payment of the full charge.

#### **14. Liability of the Organiser**

14.1 The Organiser shall be liable for all damages incurred by HMC which are caused by the Organiser, its agents and servants, those attending the Event, suppliers, visitors, guests or other third parties in connection with the Event. The liability shall also extend to damages caused by riots and mob violence. The liability shall still apply even if the Organiser is not to blame in the selection of its agents.

14.2 The Organiser shall irrevocably indemnify HMC from all third-party claims in connection with the Event insofar as responsibility for the same can be ascribed to the Organiser, its agents and servants, or to its guests and 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 HMC as the operator of the venue. The Organiser shall indemnify HMC also from all claims arising from the fact that the Event or advertising for the Event infringes the rights of third parties (especially copyrights, image rights, rights to names, trademark rights, competition rights and personal rights) or violates other statutory regulations. This indemnity obligation shall also extend to any costs of formal cease-and-desist warnings, court costs, and costs of legal proceedings.

14.3 The Organiser shall return the event area provided to it by HMC in the same condition in which the Organiser had received it from HMC, and shall be liable for returning, in perfect condition and in the correct quantity, all items borrowed from HMC (including equipment, keys and systems).

14.4 Any securities provided by the Organiser shall serve as security for all claims of HMC arising from and in connection with the contract for the Event, even if there is a limit to the purposes indicated for the security deposits.

#### **15. Insurance / Indemnification**

15.1 The Organiser shall be obliged to take out sufficient third-party liability insurance, including basic environmental coverage, to cover the usual risks under the contract for injuries to persons, damage to property and financial losses with the following minimum sums insured:

- a) Personal injury and property damage: 5 million euro (five million euro)
- b) Financial losses: 100,000 euro (onehundred-thousand euro).

15.2 The Organiser shall provide HMC with a cover note verifying the insurance cover at least four weeks before the start of the Event.

15.3 Where possible under the terms of the insurance, all claims against the insurance companies, which arise in connection with damage to the subject of contract or to other property owned by HMC, are hereby assigned in advance to HMC which hereby accepts such assignment.

15.4 Where third parties raise claims against HMC, the Organiser shall indemnify and hold harmless HMC upon first demand from all claims resulting from the action or the failure to act of the Organiser that cause the liability, in particular from a culpable violation of contractual obligations of the Organiser.

15.5 HMC shall indemnify and hold harmless the Organiser in case that third parties raise claims if and to the extent HMC is liable to the Organiser and the action or failure to act by HMC, its organs and / or agent performing for HMC is the sole basis for the claim.

#### **16. Liability of HMC**

16.1 HMC shall be liable in case of (a) any damage caused by intent or gross negligence; (b) any intentional or negligent violation of life, limb, or health of an individual; (c) claims based on statutory product liability; and (d) where a defect has been maliciously concealed or there is an explicit guarantee for the properties of an item. HMC shall be liable only for neglect on the part of its legal representatives and senior executives, except in case of breach of fundamental contractual duties (cardinal obligations) or injury to life, limb or health.

16.2 In case of simple negligence HMC is liable only in case of violation of an obligation that is essential for achieving the purpose of the Contract (cardinal obligation) and in case of violation of life, limb or health of an individual. Such liability is limited to foreseeable damages that can typically be expected.

16.3 Where liability is excluded or limited under the provisions of these General Terms and Conditions for Events, the same shall also apply for the agents and helpers of HMC. HMC shall be liable for any negligence on the part of their agents, without any possibility of exoneration from fault through poor choice of agent/helper.

16.4 HMC shall not be liable for pre-existing defects, regardless of negligence or fault, pursuant to section 536a (1) of the German Civil Code (BGB). In this respect, HMC shall not be liable for the property of the Organiser or for any consequential damages incurred by the Organiser.

16.5 Any damage must be reported promptly to HMC and, where applicable, to the police. Any compensation for damages for which HMC is liable according to the above paragraphs shall be limited to the current market value and subject to submission of written proof of the purchase costs. HMC shall not pay the damages if its

insurance company refuses to accept the claim on the basis that the Organiser failed to report the damage in due time. As a general rule, the liability of HMC shall be limited to the amounts covered by the respective insurance of HMC.

**17. Defects / set-off and retention**

17.1 A reduction of charges for defects shall only be considered if HMC is given written notification to this end during the period of provision and if the intention to claim a reduction or the deficiencies are correspondingly documented.

17.2 The Organiser cannot make any claims or raise any objections on the basis that other Events are being held at the CCH or on the exhibition grounds at the same time as its Event, including such as are similar or comparable.

17.3 HMC shall not be liable for damages caused by measures undertaken for the smooth running of the Event and for maintaining security, public safety and order. HMC shall not be liable for cases of ordinary negligence if an Event is curtailed, cancelled or interrupted on the instructions of HMC due to an error of judgement in the assessment of risks.

17.4 HMC 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 HMC has undertaken to keep said items safe and has charged a fee for this service. If HMC has provided space for items brought in by the Organiser, these items shall be stored at the sole risk of the Organiser. No contract of safe keeping shall be concluded with the provision of the storage space. HMC shall provide and charge for special security services at the request of the Organiser in individual cases.

17.5 The Organizer is aware that the premises let under the Contract are located in an inner-city area and adjacent to hotels with restaurants and other business units. The Organizer enters into the Contract with knowledge of this. As a result, detrimental effects including noise, odors and dust as well as vibrations to the extent admissible under public law do not constitute a defect. In addition, any claims to cease and desist, for damages or compensation as well as all other rights against HMC and / or third parties, in particular Freie und Hansestadt Hamburg, are explicitly excluded. Excepted from this are only such rights and claims of the Organizer resulting from a violation of applicable legal obligations.

17.6 The Organiser may only claim rights of set-off and rights of retention against HMC if its counterclaims are established as final and absolute by judicial ruling, undisputed or acknowledged by HMC.

**18. Domiciliary rights**

18.1 The House Rules of HMC shall be applicable for the venues and all the outdoor spaces (concourses, etc.) and parking areas. HMC shall also continue to exercise its property rights over the Organiser, its visitors and third parties during the period of use. It shall exercise said rights through persons authorised for this task and provided with special identity cards. The persons authorised by HMC to exercise its property rights must

be granted free access to the premises used by the Organiser at any time.

18.2 The Organiser and its Event manager shall be required to ensure that the House Rules are heeded and followed by visitors, employees and agents, etc. The Event manager appointed by the Organiser shall keep a list of all the external firms involved, artists and their employees and other assistants involved in the Event. All employees and assistants involved in the Event must be able to state their identity at any time by giving their name and the name of the firm to which they belong.

The Organiser shall be required to ensure that persons do not linger in the areas around the venues and in all the surrounding outdoor spaces (concourses, etc.) and parking areas, and that groups of persons do not gather in such a way as to have a potentially detrimental effect on the reputation or public image of HMC and/or on its business relations.

18.3 A general ban on smoking is in force on the premises. That does not apply to the outdoor spaces or to any areas which may be specifically designated as smoking areas. The Organiser shall be obliged to enforce the smoking ban on all persons attending the Event on the HMC site, especially visitors. In case of violation, the Organiser shall take the necessary measures to prevent any further violation.

**19. Photography and audio and visual recordings**

19.1 HMC shall be entitled to produce, or arrange for the production of, video and sound recordings and 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 in advertisements) without owing the Organiser any compensation, provided that the Organiser raises no written objections.

19.2 HMC wishes to emphasise that audio recordings, combined video and audio recordings, photographs and recordings and broadcasts of any other kind from the event (whether by radio, TV, Internet, loudspeaker or otherwise) are permissible only upon consent given by the copyright and ancillary copyright owners. Obtaining such consent is the Organiser's exclusive responsibility. In certain situations HMC may prohibit making audio or combined video and audio recordings or any other type of recordings, including taking photos, or transmission or broadcasting of any such recordings, for objective reasons.

19.3 If photography work, film shoots and/or video recordings take place in the venue with the consent of HMC then these processes may not be obstructed or hindered in any other way.

19.4 HMC or third parties retained by HMC may take photos or make film, video or audio recordings for publicity, advertising and documentation purposes. Visitors may not prevent, obstruct or hamper such recordings. By entering the HMC Premises visitors agree to the above purposes (GDPR, Art.6(1)(F)). Visitors may object to the use of their personal data at any time by writing to [privacy@hamburg-messe.de](mailto:privacy@hamburg-messe.de).

**20. Non-disclosure and confidentiality agreement**

The parties undertake not to disclose any information to which they become privy through their cooperation and

in relation to one another, and not to communicate it to third parties even after termination of the contract.

**21. Data privacy**

The personal data of the Organiser shall be processed by HMC (if applicable with the assistance of service providers) for the purpose of fulfilling the contract. HMC may in addition use such data for purposes of customer service, in particular in order to provide the Organiser via e-mail with event-specific information on the events attended by him. This shall be effected strictly in compliance with the data protection legislation applicable at the time in question.

The Organiser has a right to information, correction, deletion or blocking of his personal data. If he requests HMC to delete his personal data stored by HMC, HMC shall fulfil such request without delay, provided that such deletion is not contrary to HMC's duties to keep/retain documentation.

Organiser may at any time object to use of his data for the above purposes, or withdraw any consent given ([privacy@hamburg-messe.de](mailto:privacy@hamburg-messe.de)).

Further information on data privacy is available at: <http://hamburg-messe.de/privacy-policy>. The Data Privacy Officer of HMC can likewise be contacted via the above link.

**22. Final provisions**

22.1 Should any provision in these Terms and Conditions for Events be or become invalid or impracticable, this shall not affect the validity of the other provisions in these Terms and Conditions for Events. In any such case, the parties undertake to agree a valid and practicable provision which comes as close as possible to the purpose of the provision to be replaced and in line with the general tenor of the Terms and Conditions for Events. The same shall apply to any omissions or loopholes in the Terms and Conditions for Events.

22.2 In case of inconsistencies between the German and English version of these Terms and Conditions for Events the German version shall prevail.

22.3 The place of performance for all mutual obligations arising from this contract shall be Hamburg (-Mitte). Provided that the Organiser has the status of a company or has no place of general jurisdiction in Germany, the parties agree that Hamburg (-Mitte) shall be the place of jurisdiction. However, HMC reserves the right to take legal action in the Organiser's place of general jurisdiction.

22.4 The Terms and Conditions for Events shall be governed solely by German law, to the exclusion of private international law and the United Nations Convention on Contracts for the International Sale of Goods.

22.5 The European Commission provides a platform for online extrajudicial dispute resolution at <http://ec.europa.eu/consumers/odr/> (ODR platform). HMC does not participate in any alternative dispute settlement procedures.

**[www.hamburg-messe.de](http://www.hamburg-messe.de) and [www.das-neue-cch.de](http://www.das-neue-cch.de).**

**Status: July 2019**