

Düsseldorf Congress

GENERAL TERMS AND CONDITIONS FOR EVENTS

for the venues:
CCD Congress Center Düsseldorf,
exhibition halls

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Note:

For reasons of better readability alone, the simultaneous use of male, female and other forms of language is avoided. All personal designations are to be understood as gender-neutral. In principle and in cases of doubt, the German-language text version applies.

§ 1 Scope

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

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

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

3. These GTCE shall apply to natural persons (hereinafter referred to as private persons), to commercial persons, legal persons under private and public law and special funds under public law (hereinafter referred to as companies). These GTCE also apply to all future contractual relationships with companies, including those that recur over several years.

4. Additional or conflicting general terms and conditions of the customer (hereinafter referred to as "Organiser") shall only apply if Düsseldorf Congress has explicitly recognised them in writing. If agreements that deviate from the GTCE are made in the contract, such agreements will always take precedence over the corresponding regulations in these GTCE.

§ 2 contractual principles, contractual penalty

1. By signing the contract, the organizer affirms that he will not tolerate any racist, anti-Semitic, Islamist, anti-democratic, unconstitutional or illegal content at his event that constitutes a criminal offense according to §§ 86, 86a, 90, 90 a-c, 111, 130, 140, 185, 186, 187, 192a, 241 StGB or § 20 Abs. 1 Nr. 5 VereinsG.

The organizer is obliged to

- actively intervene against violations according to sentence 1 during the event,
- to exclude participants and visitors from the event (use of domiciliary right) who violate the principles stated in sentence 1,
- to interrupt the event in the event of persistent violation of sentence 1 and
- to terminate the event in the event of persistent infringement.

2. Should the organiser culpably infringe his contractual obligations as per Item 1 Sentence 2, he shall be obliged for each case of infringement to pay to Düsseldorf Congress a contractual penalty to be determined by Düsseldorf Congress at its own discretion and, in case of dispute, to be verified in court, to the amount of up to 50,000 euros. The assertion of further damages, taking into account the paid contractual penalty, and the right to termination without notice for good cause shall remain unaffected.

3. Düsseldorf Congress reserves the right to make a statement against discrimination of any kind, in particular anti-Semitism, and for democracy at all events.

§ 3 Contract Partner, Organiser, Authorised Representative

1. The contract partners are Düsseldorf Congress and the Organiser stated in the contract. If the Organiser organises the event for a third party (e. g. as an agency), he shall disclose this to Düsseldorf Congress and name the third party to Düsseldorf Congress in writing, at the latest upon conclusion of the contract. The Organiser shall remain responsible as a contract partner for all obligations incumbent upon the "Organiser" under the wording of these GTCE. Any change of Organiser or gratuitous or non-gratuitous subletting of the venue, in part or in full, to a third party, requires the express written consent of Düsseldorf Congress.

2. Prior to the event, the Organiser shall inform Düsseldorf Congress in writing of the name of a person entrusted with the management of the event and authorised to take decisions who will, upon request of Düsseldorf Congress, assume the function and duties of the event

manager as per the North Rhine-Westphalian Ordinance on the Construction and Operation of Special Buildings (SBauVO).

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

§ 4 Reservations, conclusion of contract, contract amendments

1. Oral, electronic or written reservations for a specific event date only keep the option open for the later conclusion of a contract. They are only issued for a limited period of time and are non-binding with regard to the later conclusion of the contract. They shall expire at the latest upon expiry of the (return) deadline stated in the reservation or in the 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 rooms and spaces on certain dates shall not establish any rights for the future, unless an individual provision is made in the contract in this regard.

2. The conclusion of event contracts requires the written form with the signature or electronic signature of both contracting parties in order to be effective. If Düsseldorf Congress sends unsigned or electronically signed copies of a contract proposal to the organizer, the contract shall only come into effect if the organizer signs or electronically signs the copies of the contract sent, sends them to Düsseldorf Congress within the return period specified in the contract and receives back a countersigned or electronically signed copy of the contract. The text form with a simple electronic signature shall be deemed to have been complied with if the contract is signed or signed and then sent electronically by fax or e-mail as a PDF to the contractual partner.

3. For all additional orders placed after conclusion of the contract, the respective declaration must be sent to the contractual partner only in text form without signature and confirmed accordingly in text form by the other party. Orders placed verbally or by telephone or changes to orders must be confirmed immediately in text form in the same way. If these requirements are complied with, all orders placed after conclusion of the contract shall be binding for both contracting parties. Short-term requests and the installation of media and event technology equipment can also be confirmed by means of a handover protocol..

§ 5 Contractual object

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

1. The subject matter of the contract is the provision of areas and rooms within the venue for the purpose of use specified by the Organiser, as well as the provision of services accompanying the event. The venue, event areas and rooms shall be made available on the basis of officially approved escape route and seating plans with specified visitor capacity for the purpose of use specified by the Organiser. If no information is given on visitor capacities, the Organiser may inspect the existing, approved escape route and seating plans at any time, providing details of his event planning. Ordinances and sovereign orders to reduce visitor capacities must be observed. The Organiser shall ensure that no more than the permitted number of visitors are admitted to the venue.

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

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

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

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

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

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

2. If there are more than four months between the conclusion of the contract and the execution of the event, the agreed fees may be adjusted by up to 10% in line with current market price developments. This applies equally to increases and decreases. The circumstances justifying the adjustment must be specified by the respective contractual partner. A price adjustment can be made once a year from the conclusion of the contract. A price adjustment within this framework is only permissible if it is not due to circumstances for which the respective contractual partner is unilaterally responsible. If a price adjustment leads to an unreasonable increase or decrease in the total fees to be paid, the contracting parties shall enter into renegotiations on the price adjustment.

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

4. The calculation and pricing of event-related services is based on planning and lead times of several months. If additional services are ordered by the organizer at short notice (=less than 4 weeks before the event), the acceptance of such an order by Düsseldorf Congress is subject to the proviso that the services can still be provided at all. The regular prices may increase by up to 50% in the event of an order being placed at short notice. The organizer will be expressly informed of this for all orders placed at short notice and will receive an updated overview of costs and services, which must be confirmed by him.

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

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

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

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

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

Düsseldorf Congress reserves the right of furnishing proof of higher damage caused by default.

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

§ 7 Handover, return

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

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

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

§ 8 Catering, merchandising, smoking ban

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

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

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

§ 9 Cloakrooms, toilets, surveillance of entrances

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

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

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

§ 10 Accreditation, identification system

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

§ 11 Car park regulation

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

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

§ 12 Advertising, promotional activities

1. The Organiser shall be responsible for advertising of the event. All forms of advertising on the premises, at and in the venue are subject to the prior consent of Düsseldorf Congress; this also applies to promotional activities. These shall be announced by the Organiser in writing and coordinated with Düsseldorf Congress in terms of their nature, scope, safety requirements and costs.

2. Düsseldorf Congress is not obliged to remove any existing advertising materials, even if this constitutes competition for the subject matter of the Organiser's advertising. Covering up existing advertising spaces by the Organiser requires the prior written consent of Düsseldorf Congress. Any costs incurred as a result shall be borne by the Organiser. The Organiser shall not be entitled to have its own or third-party advertising by Düsseldorf Congress taken down, altered or restricted during the event.

3. The Organiser must be named on all printed matter, posters, admission tickets and invitations in order to make it clear that a legal relationship is only established between the Organiser and the visitor and not between the visitor and Düsseldorf Congress GmbH.

4. When advertising the event and designing the intended advertising materials, the organizer is obliged to consistently adhere to the corporate identity of Düsseldorf Congress (e.g. logo), insofar as this is used. When designing the admission tickets, Düsseldorf Congress is entitled to demand from the organizer that the logo of Düsseldorf Congress be placed on the front of the admission tickets, taking into account the requirements of Section 11.3. The corresponding templates for the corporate design and logo of Düsseldorf Congress will be provided by Düsseldorf Congress exclusively for this purpose.

5. The organizer shall indemnify Düsseldorf Congress against all claims by third parties arising from the fact that the information used by the organizer to advertise his event

- in the event calendar
- on the website
- on social media platforms (e.g. Instagram, TikTok, Facebook,...)
- in newsletters, brochures
- newspapers, magazines and comparable media (digital and print)
- on advertising material and tickets

provided in newsletters, brochures, newspapers, magazines and similar media (digital and print) on advertising materials and tickets violate the rights of third parties, in particular copyrights, naming rights, trademark and labeling rights, competition rights, image and data protection rights, personal rights or other statutory provisions. The indemnification obligation also extends to any costs incurred for warnings, court costs and legal proceedings.

6. Düsseldorf Congress shall be entitled to refer to the event in its event programme and on all analog and digital advertising media unless the Organiser objects in writing.

7. Advertising by the Organiser for third parties or third-party events within the place of assembly requires the consent of Düsseldorf Congress. The Organiser shall have no right to demand that Düsseldorf Congress' own and third-party advertising already existing be taken down, altered or restricted during the event.

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

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

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

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

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

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

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

§ 15 Official permits, statutory reporting obligations

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

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

3. For events that are to take place on Sundays or public holidays, the organizer is responsible for applying for exemptions in accordance with the law on Sundays and public holidays (Feiertagsgesetz - FTG). This also applies to trade fairs and exhibitions and the associated exemptions. If the organizer intends to hold its event on a Sunday or public holiday, it is recommended that it submit a preliminary inquiry to the competent authority before concluding the contract. The approval risk remains with the organizer in any case. This also applies if Düsseldorf Congress agrees to handle the application for the organizer or to forward documents to the responsible authorities.

4. The Organiser shall bear all charges and taxes resulting from the holding of the event. The Organiser shall pay turnover tax on all the proceeds from the event (sale of tickets, programmes etc.). Any social security charges for self-employed artists payable on artists' fees shall be paid by the Organiser to the Artists' Social Security Fund in due time.

§ 16 Liability of the Organiser

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

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

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

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

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

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

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

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

§ 17 Liability of Düsseldorf Congress

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

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

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

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

5. Düsseldorf Congress shall assume no liability for the loss of items, facilities, structures and other valuables brought in by the Organiser, by

third parties on his behalf or by visitors, unless Düsseldorf Congress has assumed safekeeping in return for payment. Upon the Organiser's request in individual cases Düsseldorf Congress will provide special surveillance in return for reimbursement of costs by the Organiser.

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

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

§ 18 Withdrawal, termination

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

- the payments to be made by the Organiser (usage fees, advance payments, security deposits etc.) have not been made in due time
- no evidence of taking out and existence of the agreed organiser's liability insurance is provided
- the official approvals or permits required for the event have not been obtained prior to the event
- the purpose of use stated in the contract has been changed essentially without prior consent of Düsseldorf Congress
- the organizer has not expressly informed Düsseldorf Congress upon conclusion of the contract that, due to the nature of the event and its participants, a safety concept pursuant to Section 43 (1) SBauVO may become necessary and that such a concept can no longer be implemented (at short notice) prior to the event.
- the Organiser violates event-related legal provisions or safety and fire safety provisions
- the Organiser fails to fulfil his statutory and official – as long as these are connected to the event – or contractually agreed reporting, notification and payment duties versus Düsseldorf Congress or versus authorities or versus GEMA/GVL
- insolvency proceedings have been initiated against the Organiser's assets or the proceedings were rejected for lack of insolvency assets and the Organiser or the receiver on his behalf fails to fulfil, or fails to fulfil in due time, his contractual obligations.

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

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

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

§ 19 Cancellation, non-holding of the event

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

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

- 90% thereafter

of the agreed user fees. The cancellation fee shall also be payable on a pro rata basis in the event of downsizing or partial cancellations.

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

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

of the agreed user fees shall apply. The cancellation fee shall also be payable on a pro rata basis for partial cancellations. Cancellation, termination or withdrawal must be made in written form and be received by Düsseldorf Congress within the said monthly deadlines.

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

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

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

6. If Düsseldorf Congress succeeds in making the venue available to a third party for a fee on a canceled date, the organizer shall remain obliged to pay compensation in accordance with items 18.1 to 18.3, insofar as the venue could have been made available to the third party on another date within a time window of 12 months. If these conditions are not met, the organizer shall remain liable for damages on a pro rata basis if the subsequently booked event generated a lower turnover.

§ 20 Force majeure

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

2. If an event cannot be carried out as planned on the agreed date due to force majeure, both parties are entitled to withdraw from the contract if no agreement on the postponement of the event is reached.

3. In the event of withdrawal or postponement, the Organiser remains obliged to compensate all expenses already incurred on the part of Düsseldorf Congress. Expenses include the costs of external services already commissioned as well as the costs incurred by Düsseldorf Congress for preparing the holding of the event. Irrespective of their actual amount, these costs may be settled at a flat rate of up to 25% of the agreed fees, unless the Organiser objects. If they are invoiced according to actual expenditure, there shall be no limit on the amount. In all other respects, both contracting parties shall be released from their payment and performance obligations.

4. The number and the no-show of speakers, presenters and performing artists and other participants of the event are within the Organiser's sphere of risk. The latter also applies to events affecting the event from the outside, such as demonstrations and threat situations, which are usually influenced by the type of event, its contents and the media perception of the event. The Organiser is recommended to take out cancellation

insurance for his event, in case he wants to insure the financial risk associated with a possible cancellation or abortion of his event.

5. The interruption or significant restriction of the energy supply to the venue, in particular as a result of interventions in the supply network and sovereign orders which lie outside the sphere of influence of Düsseldorf Congress, shall be deemed equivalent to a case of force majeure. The assertion of claims for damages and the reimbursement of expenses shall be excluded for both contracting parties in such a case.

§ 21 Exercise of domestic authority

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

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

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

§ 22 Abortion of events

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

§ 23 Data collection, processing, use

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

2. With a view to allowing them to render their event-related services service providers receive from Düsseldorf Congress personal data from the Organiser and his contact persons with decision-making powers, to the extent necessary for executing the contract or for the legitimate interest of the Organiser pursuant to § 6 Section 1 (f) GDPR. Düsseldorf Congress also uses the Organiser's data for the purpose of mutual information and communication, before, during and after an event as well as for its own event-accompanying offers.

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

4. Düsseldorf Congress reserves the right to also use the data of the Organiser and of the contact persons with decision-making powers nominated by him for its own marketing and for sending advertising in addition to the purposes stated in sections 22.1 to 22.3. The data subject has the right to object at any time to the processing of personal data for marketing and advertising purposes. In this case the personal data will no longer be processed for these purposes. The

objection can be made without any formality and should be sent, if possible, by e-mail to datenschutz@duesseldorfcongress.de.

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

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

§ 24 Rights of offsetting and withholding

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

2. The same applies to rights of retention if the organizer is a merchant, a legal entity under public law or a special fund under public law. If the organizer does not belong to this group of persons, it shall only be entitled to exercise a right of retention insofar as its counterclaim is based on the same contractual relationship.

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

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

2. German law shall apply.

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

§ 26 Saving clause

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