

GENERAL TERMS AND CONDITIONS FOR EVENTS (GTCE)

Meistersingerhalle Nuremberg

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1 Scope

1.1 The present General Terms and Conditions for Events (GTCE) of the Meistersingerhalle of the city of Nuremberg (hereinafter referred to as **MSH**) apply to the provision of event spaces, halls and premises (hereinafter referred to as “event venue”), to the delivery of event-related services and work at events as well as to the provision of mobile facilities and technology.

1.2 Additional or conflicting contractual terms and conditions from the organiser only apply if MSH has explicitly acknowledged them in written form. Relevant contractual agreements deviating from these GTCE will always take precedence over respective regulations within these GTCE. In case of any incongruences arising from the translation, the original German version shall prevail.

2 Contracting partners, organiser, authorised representative

2.1 Contracting partners are MSH and the organiser designated in the contract. If the organiser is holding the event for a third party (e.g. as an agency), the organiser must disclose this to MSH and name the third party in writing before the contract has been finalised. As a contracting partner of MSH, the organiser is liable for all obligations which are incumbent upon the “organiser” as defined in the GTCE. A change of organiser or the provision of the event venue against payment or free of charge in part or in whole to third parties requires the written consent of MSH.

2.2 Prior to the event, the organiser must give MSH in writing the name of a representative authorised to make decisions and to manage the event, who, at the request of MSH, will assume the function of and tasks ascribed to an event manager pursuant to Bavarian venue regulations (VStättV).

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

3 Reservations, conclusion of contract, contract supplements

3.1 Verbal, electronic or written reservations only serve to temporarily hold a specific event date during the time preceding conclusion of contract. Reservations are held for a limited period of time and are non-binding with regard to the subsequent conclusion of contract. At the latest, they expire at the end of the confirmation period specified in the reservation or contract. There is no entitlement to an extension of an expiring option. Reservations and event options are not transferable to third parties. The repeated holding of an event or the repeated provision of premises or areas on certain dates shall not create any rights for the future, unless an individual allowance for this has been made in the contract.

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

3.3 If MSH sends unsigned copies of contract proposals to the organiser, the contract is only concluded when the organiser signs two copies, sends them back to MSH within the return period specified in the contract and receives a signed copy of the contract back.

3.4 The text form requirement for the conclusion of the contract is also adhered to by submitting a legally signed declaration by fax.

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

3.6 For changes or additions to the contract, which are displayed less than six days before the event, a surcharge according to the cost and benefit overview is due, if the implementation is still possible.

4 Subject matter of the contract

4.1 Subject matter of the contract is the provision of areas and premises within the designated event venue for the purpose of use indicated by the organiser as well as the provision of event-related services. The event venue is provided in accordance with approved emergency escape routes and seating plans, which the organiser can view at any time. Any new escape routes or seating plans made by the organiser which deviate from plans already approved must be submitted to the Bürgerbüro Bauen for approval at least 6 weeks before the event. As a service and with the prior consent of the organiser, MSH can submit these plans for appropriate approval on behalf of the organiser. All expenses and risks associated with official approval shall be borne by the organiser.

4.2 For the use of general foot traffic areas, paths, toilets, cloakrooms and entrance areas, the organiser obtains a limited right of use for the duration of the event. Moreover, the organiser must acquiesce to the joint use of these areas by third parties. If multiple events are simultaneously taking place at the same event venue, each organiser must behave in a way that avoids the mutual disruption of the events as much as possible. The organiser has no contractual right to restrict the event of another organiser.

4.3 The functional premises and areas that the event venue comprises such as workshop areas, technical rooms and offices are not subject matter of the contract and will not be provided to the organiser unless otherwise agreed upon in the contract or in an annex to the contract. This also applies to all wall surfaces and building spaces as well as to windows, ceilings and wall surfaces outside of the venue, especially in areas of general foot traffic and in entrance areas.

4.4 The organizer is entitled to use the musical instruments listed in the event contract of MSH. The fee for this depends on the performance and cost overview attached to the event contract. Not included in the fee is the tuning of the wings and the organ. Tuning may be commissioned by MSH as an additional service and will in this case be carried out by a specialist company commissioned by the operator at the organizer's expense.

4.5 Any change to the event title as specified in the contract, the time of the event, the type of event, the agreed upon event programming or the purpose of use as well as a change of the contracting party or any kind of "transfer to third parties" (e.g. subletting against payment or free of charge) requires the prior written consent of MSH. This consent may be refused without justification. Approval is only possible if the interests of MSH are not negatively affected, especially with regard to already existing or planned events.

5 Handover, careful handling, return

5.1 Before the event, usually as set-up begins, each contracting party can request a joint inspection and visit of the event areas provided as well as of the emergency exits and emergency escape routes. Should the organiser notice any defects or damage to the subject matter of the contract, they must be reported to MSH in writing immediately. Both parties may request a handover protocol, in which the conditions of the subject matter and any possible defects or damage therein are to be recorded. If a handover protocol is waived, it is to be assumed that there are no defects beyond the usual wear and tear at the time of inspection. Should the organiser notice any damage at a later time, or should the organiser or event visitors cause any damage, the organiser is obliged to notify MSH immediately. It is recommended that the organiser take photos of visible previous damage, notify MSH and transmit the photos electronically before the event, if possible.

5.2 The organiser shall ensure that provided areas of the event venue, including the facilities therein and thereon, are handled with care and kept in clean condition. All types of damage must be reported to MSH immediately. If there is an immediate risk that the damage become exacerbated, the organiser must immediately initiate the necessary measures to mitigate the consequences of damage.

5.3 The organizer may not make structural or technical changes to the provided event rooms and spaces or changes to the inventory without the express prior consent of MSH in written or text form.

5.4 Any and all items, structures and decorations brought in for the event must be completely removed by the agreed date of dismantling and the original condition shall be restored. Items left in the event venue may be removed at the organiser's expense. If the subject matter of the contract is not returned in a vacated condition in due time, the organiser shall pay compensation for use corresponding to the user fee. In the event that the venue is severely soiled beyond what is usual for an event, MSH is entitled to charge the organiser a cleaning fee. We reserve the right to assert further claims in the event of damage or delayed return of the subject matter of the contract. A tacit extension of the contractual relationship in case of delayed return is not possible. The provision of § 545 BGB (German Civil Code) does not apply.

6 User fee, payments

6.1 Depending on the information provided by the organiser with regard to the event being planned, the organiser will receive a "List of Services and Costs" tailored to the event upon conclusion of the contract, which will be attached to the contract as **Annex 1**.

6.2 The scope and the costs for safety personnel (security service, medical service, fire safety) to be borne by the organiser are determined on a case-by-case basis depending on the type of event, the number of visitors and the requirements and risks specific to each event. The scope of any necessary security measurement will be determined in the course of the event evaluation by MSH in coordination with the authorities responsible for safety and fire protection.

6.3 Unless agreed otherwise in the "Performance and Costs Overview", all payments after invoicing by the operator must be made within 14 days to the account of MSH. Pursuant to § 288 (5) BGB, in case of default in payment by a company or persons acting for commercial purposes, MSH is entitled to charge default interest in the amount of 9% points above the base interest rate of the ECB as well as a lump sum for default in the amount of € 40. In the event of default in

payment by private individuals, MSH is entitled to charge with default interest in the amount of 5% points above the base interest rate of the ECB.

6.4 In order to secure claims from the contractual relationship, MSH is entitled to demand reasonable deposit prior to the event.

7 Advance booking, tickets, number of visitors

7.1 Advance ticket sales and ticket sales at public events are the responsibility of the organizer.

7.2 The organiser is contractually obliged to comply with the timeline for submitting layout and seating plans for approval as well as with the maximum permissible number of visitors. At public events with advance booking, the organiser is obliged to coordinate the seating plan with MSH before beginning with advance booking. In correspondence with the available capacities, tickets must be stored separately from the respective tickets sales system. The same applies to the sale of hard tickets. The organiser is not entitled to start with the advance sale of tickets for the event before settling the above points with MSH. If no tickets are to be sold, the organiser is obliged to take other safety precautions to manage capacity and access at the request of MSH.

8 Marketing and advertising

8.1 The organiser is responsible for advertising for the event. Advertising measures on MSH property, such as on the event grounds, building, walls, windows, columns, etc., require the prior consent of MSH.

8.2 The organiser must be named on any printed matter, posters, admission tickets or invitations in order to indicate that only a legal relationship has been established between the organiser and the visitors and not between the visitors and MSH.

8.3 If the event venue is mentioned in any announcement (including on the internet), on printed matter, posters or admission tickets, only the original logos of the event venue shall be used. Any further use is not permitted without the consent of MSH.

8.4 Setting up and displaying advertising boards or posters by the organiser is only permitted upon separate agreement with MSH (cf. Section 8.1). The organiser is responsible for the safety of all advertising installed on the grounds and in the event venue. This also includes special safety obligations in the event of inclement wind conditions.

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

8.6 Any recording at or of the venue and its facilities for commercial use as well as of venue logos and names may only be produced or used with the express prior written consent of MSH.

8.7 Visual and sound recordings for the purpose of transmission, dissemination or recording for all media and data carriers such as radio, television, internet, virtual and physical storage media shall first be approved by MSH, regardless of whether they are made against payment or free of charge.

8.8 MSH is entitled to refer to the event in its event programme, on all advertising media in the foyer and on the internet, unless the organiser objects in writing.

8.9 MSH is entitled to produce and distribute visual and audio recordings of the event free of charge for the purpose of marketing the venue, unless the organiser objects in writing. Prior agreement will be reached with the organiser.

8.10 Advertising by the organiser for third parties or third-party events on the grounds or within the event venue requires the consent of MSH. The organiser has no claim to taking down, changing or limiting any existing advertisements from MSH or a third-party during the event.

9 Provision of catering, distribution of goods, merchandising, cloakroom

9.1 Dining services within the event venue are provided by a catering partner contractually associated with MSH. In order to enable the proper provision of services, organisers of private events must inform the catering partners about and coordinate with them any possible requests concerning the catering service in due time.

9.2 With the exception of catering for artists, the organiser is not permitted to bring outside food and drinks to the event venue, whether by own means or through a third party (caterer), unless MSH expressly grants permission. Permission

may be granted on the condition that an appropriate fee (catering fee) is paid and the existence of a catering permit is proven.

9.3 The sale of goods and merchandise by the organiser or appointed third parties at the event venue requires the prior consent of MSH.

9.4 MSH is responsible for managing the visitor cloakrooms at public events. MSH decides whether or to what extent the visitor cloakroom will be provided for the corresponding event. If the cloakroom is managed, the organiser must encourage visitors to deposit their items of clothing. In accordance with the tariff posted, the visitors shall pay the usual local cloakroom fee. The revenue from cloakroom fees is used to cover the management costs. Only MSH is entitled to the revenue from cloakroom management. MSH assumes no liability for valuable items, money or keys in bags or in items of clothing deposited at the cloakroom.

9.5 At private events and upon assumption of the management costs, the organiser can demand the cloakroom to be staffed. If there is no cloakroom management commissioned by the organiser, MSH shall assume no care or safekeeping obligations for any deposited items of clothing within the generally accessible cloakroom areas. In this case, the organiser shall bear the entire liability risk for lost items of clothing belonging to the visitors to the event. This regulation also applies to public fairs and exhibitions in the Forum am Schlosspark.

10 Radio networks / wireless LAN

10.1 The organiser is not entitled to set up any personal radio networks or wireless LAN networks and/or to put wireless LAN access points into operation without approval of MSH. Networks operated without authorisation may be taken out of operation without prior notice. MSH reserves the right to claim damages arising from disturbances.

10.2 Organisers using the internet connection at the event venue (LAN or wireless LAN) or their visitors/guests to use it shall be responsible for any abuse resulting in the infringement of copyrights, the dissemination or downloading of protected or prohibited content or the visiting of websites with criminal content. Should MSH be held liable for any infringements made by the organiser, visitors or guests to the event, or other users "in the organiser's team", the organiser shall indemnify MSH from all financial claims including any legal costs.

11 GEMA, GVL fees

11.1 The organiser alone shall be responsible for timely registration with GEMA (Society for musical performing and mechanical reproduction rights) or with GVL (Society for the application of neighbouring rights [with limited liability]) and for the payment of fees for the performance or reproduction of works protected by neighbouring rights in due time. With adequate notice preceding the event, MSH may demand written proof that the event has been registered with GEMA or GVL, written proof of invoicing by GEMA or GVL or written proof of payment of GEMA/GVL fees from the organiser.

11.2 If the organiser is not willing or able to prove the payment of fees, MSH can demand that the organiser pay a security in the amount of the expected GEMA or GVL fees, due up to 14 days before the event at the latest.

12 Liability of the organiser, insurance

12.1 The organiser is responsible for public safety within the event venue with regard to all facilities, superstructures, suspensions and decorations brought in as well as over the course of the event.

12.2 The organiser must return the event venue to MSH in the condition in which it was received. The organiser shall be liable for all damage caused in connection with the event, whether caused by the organiser, the organiser's vicarious agents or participants of the event.

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

12.4 In addition to personal injury and damage to the event venue and its facilities, the scope of the organiser's liability also comprises losses resulting from the fact that third-party events could not be held or could not be held as planned.

12.5 The organiser shall indemnify MSH against any third-party claims arising in connection with the event wherever the organiser, the organiser's vicarious agents or event participants and visitors are answerable. Any contributory negligence on the part of MSH and its vicarious agents is to be taken into account and proportioned accordingly. The responsibility of MSH to ensure safe conditions and proper maintenance of the event venue according to § 836 BGB remains unaffected.

12.6 The organiser is obliged to take out a third-party liability insurance for the duration of the event including set-up and dismantling. Minimum coverage required:

- for personal injury € 5,000,000 (in words: five million euros)
- for property damage including damage to rented property and consequential damage to rented property

€ 1,000,000 (in words: one million euros).

Taking out such insurance does not limit the organiser's liability to MSH or to third parties.

12.7 The organizer is obliged to provide MSH with proof of this at the latest 4 weeks before the event to conclude the organizer liability insurance mentioned under 12.6. Otherwise, the operator is entitled to rescind according to clause 14.4 b).

13 Liability of MSH

13.1 Upon conclusion of the contract, no-fault liability of MSH for compensation in respect of hidden defects (§ 536a para.1, 1. alternative, Civil Code [BGB]) in the event venue and its facilities shall be excluded. This shall not affect any claim to reduction of the fees due to defects provided that MSH has been notified of such defect or the intention to reduce the fees during the rental of the event venue if the defect can be identified and rectified.

13.2 MSH assumes no liability for the loss of or damage to objects, equipment, superstructures or other valuable items brought in by the organiser, unless a fee-based or special safekeeping agreement has been reached. Upon the organiser's request, a security company approved in accordance with § 34a GewO (German Trade, Commerce and Industry Regulation Act) can be commissioned to guard third-party property at the organiser's expense.

13.3 MSH shall assume liability to pay compensation for property damages and financial losses sustained by the organiser owing to a breach of duty by MSH on a grossly negligent or wilful basis, or if MSH has assumed an express guarantee declaration for the services to be provided.

Any further liability of MSH for damages is excluded with the exception of liability for personal injury and in case of breach of essential contractual obligations (cardinal duty). Cardinal duties are the essential contractual obligations which must be fulfilled in order to ensure the proper performance of the contract in the first place. They constitute any obligations for which MSH's compliance is relied upon or may be relied upon by the contractual partner.

13.4 If MSH is found to be answerable for personal injury or the infringement of cardinal duties by deviating from Section 13.3 and pursuant to the statutory provisions, MSH shall also be liable for a breach of duty based on simple negligence. However, in the event of a breach of cardinal duties, MSH's liability for damages in cases of simple negligence shall be limited to an average of damages and losses that are foreseeable, typical of the contract and directly related to the type of agreement concerned.

13.5 The limitations of liability according to the Section 13.3 and 13.4 mentioned above shall also apply to legal representatives and vicarious agents of MSH.

14 Cancellation, withdrawal, extraordinary termination

14.1 If the organiser does not hold the event at the scheduled time, on grounds for which MSH is not answerable, the organiser is obliged to pay a cancellation fee based on the agreed user fee. The same applies if the organiser withdraws from the contract or terminates it extraordinarily without being entitled to an individually agreed or mandatory statutory right of termination or withdrawal.

14.2 The cancellation fee in a case of Section 14.1 is to be paid by the organiser as follows:

- **"Great Hall" and "Small Hall", such as the Lobby**
 - up to 6 months before the start of the event 50%
 - up to 3 months before the start of the event 75%
 - less than 3 months before the start of the event 90 %

- **Conference Rooms 1-9**
 - up to 14 days before the start of the event 50%
 - less than 14 days before the start of the event 90%

14.3 If the operator succeeds in providing the event venue to a third party for a fee on a cancelled date, the liability for damages according to Section 14.1 shall remain insofar as the provision to the third party would have also been possible on another date of the event and/or does not make the same contribution margin.

14.4 MSH is entitled to withdraw from the contract in case of breach of essential contractual obligations, especially if:

- a) the organiser has not met payment obligations (user fees, advance payments, securities, etc.) in due time

- b) proof of the existence of and contract conclusion with the agreed organiser's third-party liability insurance is not provided
- c) official permits or authorisations required for the event are not available
- d) the purpose of use specified in the contract has been substantially changed without the consent of MSH.
- e) upon contract conclusion, the organiser has not disclosed in the contract, in particular when stating the purpose of use, that the event is being organised by a "radical, political, religious or pseudo-religious" association or contains corresponding event programming
- f) legal regulations or safety and fire protection regulations are violated by the organiser
- g) the organiser does not fulfil obligations of legal notification, official notification, disclosure and payment towards MSH, authorities or GEMA/GVL as far as these are associated with the event or contractually agreed upon.
- h) insolvency proceedings with respect to the organiser's assets have been opened or the opening of insolvency proceedings has been rejected for lack of assets and the organiser or the insolvency administrator acting on the organiser's behalf does not fulfil contractual obligations or does not fulfil them in due time

14.5 If MSH exercises its right of withdrawal for one of the reasons mentioned in Section 14.4 a) to h), MSH shall retain the claim for payment of the agreed fees but must deduct any expenses saved thereby.

14.6 Before the declaration of withdrawal or an extraordinary termination, MSH is obliged to set a deadline with a threat of cancellation to the organiser, before which the organiser may immediately contest or disprove the reasoning stated for withdrawal or extraordinary termination, taking into account the overall circumstances.

14.7 If the organiser is an agency, MSH and the agency shall have a special right of termination in the event that the client withdraws or terminates the agency's mandate. This special right of termination can only be exercised if the agency's client assumes all rights and obligations from the existing contract with MSH and if the client provides an appropriate security payment upon request by MSH

15 Force majeure

15.1 Unless otherwise stipulated in Section 15.2 below, the obligation of the organiser to pay the agreed fees, with the exception of the costs for services already provided, shall not apply in cases of force majeure, i.e. an external, unforeseeable event which cannot be avoided even with the utmost diligence that can reasonably be expected.

15.2 The cancellation of individual artists or the late arrival of one or more participants as well as bad weather including ice, snow and other weather events, with the exception of floods in the surrounding of the event venue, shall not constitute cases of "force majeure" within the meaning of these event conditions.

16 Set-off and retention rights

The organiser only has set-off and retention rights vis-à-vis MSH if the organiser's counterclaims are legally established, undisputed or acknowledged by MSH.

17 Data processing, data protection

17.1 MSH shall place the object specified in the contract at the organiser's disposal for the holding of events and shall provide event-related services by MSH's own staff or by commissioned service providers. In order to fulfil the contractually agreed business purposes, MSH shall process personal data as provided by the organiser in accordance with the EU General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG).

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

17.3 Personal data of the organiser, the event manager and the authorised contact persons can also be transmitted to the responsible authorities, especially the police, the fire brigade and the public order office as well as the medical and emergency service in order to coordinate the corresponding security concept of the event.

17.4 In addition to the purposes listed in paras. 1 to 3 of this Section, MSH reserves the right to use the data of the organiser and the nominated contact persons also for its own marketing and advertising. The data subject has the right to object at any time to the processing of personal data for marketing and advertising purposes. In this case, the personal data shall no longer be processed for these purposes. Such an objection can be made by sending an informal e-mail to **XXXXXX** or by calling: **XXXXXX**

17.5 If it cannot be conclusively precluded that the organiser's stored personal data could be accessed by commissioned

software companies performing maintenance on MSH's software, the companies are obliged to observe the existing data protection requirements and the data secrecy according to § 5 BDSG.

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

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

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

18 Jurisdiction, severability clause

18.1 Place of performance for all claims arising from the contract is Nuremberg. The law of the Federal Republic of Germany shall apply.

18.2 If the organiser is an entrepreneur or has no general place of jurisdiction in the Federal Republic of Germany, Nuremberg shall be the place of jurisdiction for all disputes arising from this contract or in connection with this contract.

18.3 Should individual clauses of this GTCE, of the contract or of the "Safety and fire protection provisions" be or become invalid, this shall not affect the validity of the remaining provisions. In place of the invalid provision, the statutory provision of the German Civil Code (BGB) shall apply.

June 2019, Nuremberg