

EVENT TERMS AND CONDITIONS (T&CS)

for spaces mgt GmbH

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Note:

The generic 'he' is used below purely to improve reading comprehension. All references to persons should be understood as gender neutral and apply to persons of all genders equally.

§ 1 Scope of application

1.1. These Event Terms and Conditions (T&Cs) for spaces mgt GmbH (hereinafter referred to as the "Location Manager") apply to the provision of event spaces, rooms and halls in and on the premises of the event locations FREDENHAGEN (Offenbach), CURIO-HAUS (Hamburg), PALAIS (Frankfurt am Main), THE FRAME (Düsseldorf), VILCO (Bad Vilbel) and ORANGERIE CHARLOTTENBURG (Berlin) which are hereinafter referred to as the "Event Locations" or an "Event Location". They also apply to the rendering of event-related services and works, and to the provision of mobile facilities and technology.

1.2. These T&Cs apply to natural persons (hereinafter referred to as Private Individuals), persons acting in a commercial capacity, legal persons under public and private law, and special funds under public law (hereinafter referred to as Companies). With respect to Companies, these T&Cs also apply to all future contractual relationships, including recurring contracts lasting several years.

1.3. Additional or contradictory contract conditions of the customer (hereinafter referred to as the "Event Organizer") shall not apply unless they are explicitly accepted by the Location Manager in writing. If agreements are reached in the contract which deviate from these T&Cs, such agreements shall always take priority over the corresponding regulation of these T&Cs.

§ 2 Contract partners, event organizers, representatives with decision-making powers

2.1 The contract partners are the Location Manager and the Event Organizer indicated in the contract. If the Event Organizer is running the event for a third party (e.g. as an agency), he shall disclose this to the Location Manager and provide the Location Manager with the name of this third party in writing, no later than upon conclusion of contract. As the contract partner of the Location Manager, the Event Organizer shall remain liable for all obligations incumbent on him as the "Event Organizer" according to the wording of these T&Cs. Any changing of the Event Organizer or paid or free-of-charge provision of the Event Location to a third party, in part or in whole, requires the explicit written consent of the Location Manager.

2.2 The Event Organizer shall designate a representative who is in charge of the event and has decision-making powers and shall provide the name of this representative to the Location Manager in writing before the event. Upon request of the Location Manager, this representative shall assume the function and duties of the event manager according to the State Regulation on Constructing and Operating Event Locations applicable in the respective federal state (Hessen: HVStättR, NRW: SBauVO, Hamburg: VStättVO, Berlin: BetrVO; hereinafter referred to jointly as the Event Location Regulations/VStättVO).

2.3 If the Event Organizer fails to fulfill the obligations incumbent on him according to these T&Cs, the event may be restricted or canceled.

§ 3 Reservations, conclusion of contract, contract addenda

3.1 Oral, electronic or written reservations for a specific event date merely provide an option to subsequently conclude a contract. They are issued for a limited time only and are not binding with respect to the subsequent conclusion of contract. They end no later than upon the deadline (for return) indicated in the reservation or upon the contract expiring. The recipient of such has no right to claim an extension to an expired option. Reservations and event options cannot be transferred to third parties. The hosting of multiple events or the provision of rooms and spaces on certain dates and at certain times on multiple occasions previously shall not establish any rights for the future, unless an individual regulation on such is set out in the contract.

3.2 Event contracts must be concluded in writing in order to be effective. If the Location Manager sends unsigned copies of a proposed contract to the Event Organizer, this contract shall be formed only once the Event Organizer signs the copies of the contract sent to him, returns these to the Location Manager by the deadline indicated in the contract, and receives a countersigned copy of this contract. The requirement for the text form with standard electronic signature shall be considered fulfilled, if the contract is signed or signed and then transmitted electronically by fax or email as a PDF to the contractual partner.

3.3 In order to agree on retroactive amendments or addenda to the contract, the relevant declaration must be transmitted to the contract partner in text form and confirmed by the other party. Oral agreements must be confirmed immediately in text form in the same manner. The requesting and setup of media and event technology at short notice can also be confirmed by means of a record of handover.

3.4 All additional orders issued after conclusion of the contract must be sent to the contractual partner in text form without signature and confirmed by the partner in text form. Any verbal or telephonic orders or modifications of orders must be confirmed immediately using the same method in text form. In compliance with these requirements, all orders placed after conclusion of the contract shall be binding for both contractual partners. Short-term requests and the installation of media and event technology equipment may also be confirmed using a transfer protocol.

§ 4 Subject of agreement, contractual penalty

4.1 The subject of the agreement is the provision of rooms and spaces within the Event Location for the intended purpose indicated by the Event Organizer, and the provision of event-related services. The Event Location, event rooms, and event spaces are provided on the basis of statutory approved evacuation and seating plans with a set maximum capacity (see § 7.2 and § 7.3). The exact space to be used, maximum capacities, and intended use shall be indicated in writing in the contract or as an annex to the contract. Regulatory and sovereign directives to reduce capacities must be observed. The Event Organizer shall ensure that no more attendees are permitted entry to his event than the number of attendees permitted for the Event Location under any circumstances.

4.2 At the CURIO-HAUS and VILCO Event Locations, the Event Organizer shall acquire a limited right of use to the general areas, walkways, toilets, cloakrooms and entrance areas for the duration of his event. The Event Organizer shall, in particular, tolerate third parties using these spaces concurrently. If multiple events are being held in the CURIO-HAUS or VILCO simultaneously, each event organizer shall conduct himself in such a way that he disturbs the other events as little as possible. The Event Organizer has no contractual claim to the restriction of another event organizer's event. At all other Event Locations of the Location Manager, the Event Organizer has an exclusive right of use to all areas without concurrent use by third parties.

4.3 The functional areas and spaces of the Event Location, such as workshops, technology rooms, and offices are not included in the agreement and shall not be provided to the Event Organizer, unless an alternative regulation is set out in the contract or an annex to the contract. The same applies to wall spaces and other parts of the building, and to windows, ceilings and walls outside of the Event Location, in particular public thoroughfares and the entrance areas.

4.4 Any amendment to the title of the event, the period of the event, the type of event, the agreed content of the event, the intended use indicated in the contract, or any change to the contract partner designated in the contract requires the prior written consent of the Location Manager in text form. This consent may be refused without giving reasons. Consent can only be given provided the interests of the Location Manager, in particular with respect to existing or preplanned events, are not negatively affected.

4.5 By concluding a contract, the Event Organizer acknowledges that at his event he shall not tolerate any racist, discriminatory, anti-Semitic, Islamist, anti-democratic, unconstitutional, or unlawful content that constitutes a criminal offense in accordance with Sec. 86, 86a, 90, 90a-c, 111, 130, 140, 185, 186, 187, 188, 192a, 241 StGB (German Criminal Code), Sec. 20.1.5 VereinsG (German Act on Associations), or Sec. 3 AGG (German General Act on Equal Treatment), in particular. The Event Organizer is obliged:

- to actively intervene in the case of breaches of clause 1 during the event;
- to exclude participants and attendees who breach the principles set out in clause 1 from the event (right to remove persons from the premises);
- to halt the event in the case of a persistent breach of clause 1; and
- to terminate the event in the case of persistent violations.

If the Event Organizer culpably breaches his contractual obligations pursuant to Sec. 4.5.2, he shall pay the Location Manager a contractual penalty to the amount of up to €50,000 per breach. The exact amount of this penalty shall be set by the Location Manager at his reasonable discretion and, in case of dispute, shall be reviewed by a court. Enforcement of greater damages, less any contractual penalty already paid, and the right to extraordinary termination for good cause are unaffected.

§ 5 Handover, due care, return

5.1 Each contract party may request a joint inspection of the event area provided and of the emergency exits and evacuation routes prior to the event, generally at the start of setup. If the Event Organizer identifies defects or damages to the space that constitutes the subject of the agreement, the Location Manager shall be notified of such immediately in writing. Both parties may request that a record of handover be drawn up, in which the condition and any defects or damages are recorded. If no record of handover is drawn up, it shall be assumed that at time of inspection there are no obvious defects beyond ordinary signs of wear. If the Event Organizer subsequently identifies damages or if he or his attendees cause any damages, the Event Organizer is required to notify the Location Manager immediately. The Event Organizer is advised to photograph obvious preexisting damages and to send these to the Location Manager electronically as notice of such damages prior to the event as far as possible.

5.2 The Event Organizer shall take care that the areas of the Event Location provided to him, including installations in and on such areas, are treated with due care and kept in a clean condition. All types of damages shall be notified to the Location Manager immediately. In the event of an imminent risk that a damage will spread, the Event Organizer shall take such immediate steps as are necessary to minimize the consequences of this damage without delay.

5.3 All items, erections, and decorations brought into the spaces for the event shall be removed in their entirety by the agreed end of dismantling and the original condition shall be restored. Objects left in the Event Location may be disposed of at the expense of the Event Organizer. If the space that is the subject of the agreement is not returned on time in a clean and swept condition, the Event Organizer shall in all cases pay compensation for use equivalent to the hire fee. In the event of significant soiling of the Event Location beyond ordinary soiling during a relevant event, the Location Manager shall be entitled to charge the Event Organizer an additional cleaning fee. The exercising of further claims in the event of damages or late return of the space is reserved. An implicit extension of the contractual relationship in the event of a late return is excluded. The regulation under Sec. 545 BGB (German Civil Code) does not apply.

§ 6 Hire fees, payments

6.1 The agreed fee, including any prepayments to be made, is indicated in the contract and/or an "Overview of costs and services" enclosed as an annex to the contract. Unless otherwise explicitly agreed, all fees agreed are understood to be exclusive of statutory VAT as applicable at time of rendering the services.

6.2 The scope of staff safety and security services and the costs for such, which are to be borne by the Event Organizer (security service, first aid service, fire safety patrol), depend on the nature of the event, the number of attendees, and the specific risks and requirements of the individual event. The scope of safety and security measures required for each event shall be determined at such time as the Location Manager assesses the event in question, in coordination with the relevant bodies responsible for security and fire safety.

6.3 If there are more than four months between conclusion of contract and the hosting of the event, the agreed fees may be adjusted for relevant changes in market prices by up to 10%. This applies equally to increases or decreases in fees. Circumstances which entitle a contract party to such an adjustment must be specifically presented by the party invoking such. Price adjustments may be calculated once per year, calculated from time of conclusion of contract. A price adjustment in this regard is permissible only if it is not due to circumstances which the contract party in question is unilaterally responsible for. If a price adjustment results in an unreasonable increase or decrease in the total fees due, the contract parties shall renegotiate this adjustment.

6.4 The calculation and pricing of event-related services is based on several months of planning and lead times. If additional services are requested by the Event Organizer short-term (=less than 4 weeks before the event), the acceptance of such requests by the Location Manager is subject to the condition that the services can be provided at all. The regular prices may increase by up to 50% in the event of an order placed short-term. The Event Organizer shall be expressly informed of this for all short-term requests and shall receive an updated overview of costs and services, which must be confirmed accordingly.

6.5 Unless otherwise agreed in the contract, the Event Organizer shall make all payments to the account of the Location Manager within 14 days from the invoice date. In case of default, the Location Manager is entitled to charge default interest to the amount of 9 percentage points above the ECB base rate for Companies and persons

acting in a commercial capacity pursuant to Sec. 288(5) BGB, plus a flat-rate late fee to the amount of €40.00. In the event of default on the part of Private Individuals, the Location Manager is entitled to charge default interest to the amount of 5 percentage points above the ECB base rate.

6.6 The Location Manager is entitled to demand appropriate security prior to the event in order to protect his claims.

§ 7 Ticket presales, seating plans, attendee numbers

7.1 Compliance with such plans as are prepared for the event and are subject to approval (seating plans) and with the maximum permissible numbers of attendees constitute material contractual obligations of the Event Organizer. In the case of public events with ticket presales, the Event Organizer is required to coordinate the seating plan with the Location Manager prior to the start of the presale. These tickets must be created separately in the respective ticket sales system according to the approved capacities. The same process shall be observed when selling hard-tickets.

7.2 If the Event Organizer intends to deviate from the approved plans, the planned seating concept must be approved by the public authorities, following consultation with the Location Manager. In such case, a revised seating plan, including event description, must be submitted to the supervisory authorities no later than six weeks prior to the start of the event. Communication with the supervisory authorities shall be conducted via the Location Manager; fees shall be charged to the Event Organizer. Additional fire safety requirements and the costs incurred due to such shall also be borne by the Event Organizer.

7.3 The Location Manager is entitled to reserve up to 5 employee spaces, in particular for first aid, safety, and security personnel, and to provide these spaces to these external service providers free of charge.

§ 8 Marketing and advertising, sponsors

8.1 Marketing for the event is the responsibility of the Event Organizer. Advertising on the premises, on the building, or on walls, windows, columns etc. requires the prior approval of the Location Manager. This also applies to advertising conducted by the Event Organizer within the Event Location for third parties or third-party events.

8.2 The Event Organizer has no claim to the removal, modification or restriction of existing advertising conducted by the Location Manager for himself or others during the event.

8.3 The Event Organizer shall be named on all printed matter, posters, entry tickets, and invitations in order to make clear that a legal relationship has been formed between the Event Organizer and the attendees only, and not between the attendees and the Location Manager.

8.4 The Event Organizer is permitted to erect and affix advertising boards or posters subject to the separate agreement of the Location Manager only (cf. § 8.1). The Event Organizer is responsible for public safety with respect to all advertising which he erects in the Event Location. This includes, in particular, public safety during storm-like conditions.

8.5 The Event Organizer is obligated to consistently maintain the Location Manager's corporate identity (e.g. logo) when advertising the event and designing the intended advertising materials, provided that it is used. When designing the admission tickets, the Location Manager is entitled to demand that the logo of the Location Manager be placed on the front of the admission tickets, considering the requirements of Section 8.3. The corresponding templates for the Location Manager's corporate design and logo are provided exclusively for this purpose.

8.6 The Event Organizer shall release the Location Manager from all third-party claims arising from the fact that the information used by the Event Organizer to advertise its event

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

provided image and sound files as well as other content protected by trademark and labeling law (e.g. logos, advertising slogans) 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 applicable legal regulations. The release obligation also extends to any warning, court and legal costs that may arise.

8.7 Audio and visual recordings for the purposes of transmission, dissemination, or archiving for all media and data carriers, e.g. radio, TV, internet, virtual and physical storage media, must be approved by the Location Manager in advance, regardless of whether or not such are made available subject to a fee or free of charge.

8.8 The Location Manager is entitled to make reference to the event in its events program and on all analog and digital advertising media, unless the Event Organizer objects to such in writing.

8.9 The Location Manager is entitled to make audio and visual recordings of the event and to distribute such free of charge for the purposes of marketing the Event Location, unless the Event Organizer objects to such in writing. This shall be coordinated with the Event Organizer in advance.

§ 9 Service providers

All services, such as cleaning, decorating, FM services, safety and security etc., rendered at events of all kinds at the Event Location and in outdoor areas attached to the same shall be provided exclusively by the approved partners of the Location Manager.

§ 10 Public permits, statutory registration requirements, GEMA

10.1 The Event Organizer shall fulfill all registration, notification, and approval obligations as stipulated by law and public agencies at his own expense.

10.2 The Event Organizer shall comply with all relevant regulations that are applicable at the time of the event, in particular the regulations of the State Building Code (Landesbauordnung), the Act on the Safety and Health Protection of Workers at Work (Arbeitsschutzgesetz), the Industrial Code (Gewerbeordnung), the Protection of Young Persons Act (Jugendschutzgesetz), the health and safety guidelines of the German trade associations, and the provisions of the Event Location Regulations.

10.3 For events that are to be held on Sundays or public holidays, the Event Organizer is duly required to apply for an exemption to the Act on Sundays and Public Holidays (Feiertagsgesetz - FTG) under his own responsibility. The same applies for the organizing of trade fairs and exhibitions under commercial law and the exemptions associated with such. Insofar as the Event Organizer intends to provide services for his event or to hold his event on a Sunday or public holiday, he is advised to submit a preliminary inquiry to the relevant agency prior to conclusion of contract. The risk associated with not obtaining this approval shall rest with the Event Organizer in all cases. This applies even if the Location Manager agrees to submit the application on behalf of the Event Organizer or to forward documents to the relevant authorities. In the event that a permit is required, the Event Organizer is obliged to inform the Location Manager of this in good time.

10.4 The Event Organizer shall bear any taxes arising from the hosting of the event. Payment of artists dues to the artists' social fund, Künstlersozialkasse, for all artists commissioned by the Event Organizer, and payment of income tax and VAT for (overseas) artists who are eligible for tax relief are the sole responsibility of the Event Organizer.

10.5 It is the duty of the Event Organizer alone to register and pay fees for exhibiting or presenting copyrighted works to GEMA (Society for Musical Performing and Mechanical Reproduction Rights) or GVL (Society for the Exploitation of Ancillary Copyrights) in good time. In good time prior to the event, the Location Manager may demand from the Event Organizer written evidence that the event has been registered with GEMA or GVL, written evidence of invoices from GEMA or GVL, or written evidence of payment of fees to GEMA or GVL.

10.6 If the Event Organizer is unwilling to provide evidence of payment of fees or is unable to do so, the Location Manager may demand that the Event Organizer pay a security to the amount of the fees foreseeably due to GEMA/GVL in good time, and no later than 14 days prior to the event.

§ 11 Radio networks/WiFi

11.1 The Event Organizer is not entitled to erect his own radio networks or WiFi networks, or to commission WiFi access points without the consent of the Location Manager. Should these networks be commissioned without consent, they may be decommissioned without prior notice. The exercising of claims to damages on the grounds of disturbances is reserved.

11.2 Event organizers who use the Event Location's internet connection (LAN or WiFi) or make such available to their attendees/guests bear responsibility that such connections not be misused, in particular for breaching copyright, disseminating or downloaded copyrights or prohibited content, or visiting websites with criminal content. If claims are brought against the Location Manager due to breaches on the part of the Event Organizer, his attendees or guests, or other users whom the Event Organizer is responsible for, the Event Organizer shall indemnify the Location Manager of all financial claims, including any legal costs.

§ 12 The Event Organizer's liability, insurance

12.1 The Event Organizer is responsible for public safety at the Event Location with respect to all installations, erections, suspensions, and decorations he brings onto the premises, and for the safe running of his event.

12.2 The Event Organizer shall return the Event Location to the Location Manager in the condition, in which he received it from the Location Manager. The Event Organizer is liable for all damages caused in connection with the event by him, his agents and assistants, or attendees of his event. Application of Sec. 831(1)(2) BGB is excluded.

12.3 Damages caused by the event fall under the risk of the Event Organizer, insofar as they are established in the nature of the event or its attendees, or in the content or running of the event. In this regard, the Event Organizer is also liable for damages caused due to rioting or demonstrations against the event, or by other comparable events triggered by the event.

12.4 The Event Organizer's liability in this respect applies to personal injuries and damages to the Event Location and facilities, and also to damages resulting from the fact that third-party events cannot be conducted as planned or at all.

12.5 The Event Organizer shall indemnify the Location Manager of all third-party claims brought in connection with the event, insofar as the Event Organizer, his agents and assistants, or attendees or participants are responsible for such claims. Any partial fault on the part of the Location Manager and his agents and assistants shall be taken into account proportionately. The responsibility of the Location Manager to ensure the safe condition and maintenance of the Event Location pursuant to Sec. 836 BGB is unaffected.

12.6 The Event Organizer is required to take out German event organizer liability insurance for the duration of the event, including setup and dismantling. This event organizer liability insurance shall be demonstrated to the Location Manager no later than 14 days prior to the start of the event. The necessary minimum sums insured are:

- for personal injuries
→ €5,000,000 (in words: five-million euros)
- for property damage
→ €5,000,000 (in words: five-million euros)
- for property damage including damages and consequential damages to leased items
→ 5,000,000 (in words: five-million euros)

The taking out of such insurance shall not effect any limitation of the liability of the Event Organizer with respect to the Location Manager or third parties.

12.7 If the required evidence is not provided at least 14 days prior to the start of the event, or the level of coverage required by § 12.6 of these T&Cs is not demonstrated therein, the Location Manager shall be entitled to take out such insurance at the expense of the Event Organizer or to withdraw from the contract.

§ 13 The Location Manager's liability

13.1 The strict liability of the Location Manager for damage compensation and concealed defects (Sec. 536a(1)(1) BGB) in the Event Location and its facilities upon conclusion of contract is excluded. The right to a reduction in fees due to defects is not affected, provided the Location Manager is notified of such defect upon it being identifiable

and resolvable or of the intention to apply a reduction in fees for the duration of the period, for which the Event Location is provided.

13.2 The Location Manager assumes no liability for loss of or damage to items, installations, erections, or other valuables which the Event Organizer brings with him, unless a separate or chargeable safekeeping agreement has been reached. Upon request of the Event Organizer, a security company licensed under Sec. 34a GewO (Industrial Code) may be hired to guard third-party property at the expense of the Event Organizer.

13.3 The Location Manager is liable to pay compensation for material and financial damages suffered by the Event Organizer due to a willful or grossly negligent breach of duty, or in the event that the Location Manager has explicitly assumed a guarantee for the services to be rendered. Further liability of the Location Manager to pay damages is excluded, with the exception of liability for personal injuries and in the event of breach of material contractual obligations (cardinal obligations). Cardinal obligations or material contractual obligations are such obligations which must be fulfilled in order to permit proper execution of the contract and which may be regularly relied upon by the contract parties, meaning the material main obligations of the contract.

13.4 If the Location Manager is responsible for personal injuries or a breach of cardinal obligations, then, in deviation from § 13.3, he shall also be liable for a breach of duty that is based on simple negligence as far as is permitted by the legal regulations. However, in the event of a breach of cardinal obligations, the Location Manager's obligation to pay damages for instances of simple negligence is limited to the foreseeable direct average damages typical of this kind of contract.

13.5 The limitations of liability according to § 13.3 and § 13.4 above also apply in favor of the legal representatives and agents of the Location Manager.

§ 14 Cancellation, withdrawal, extraordinary termination

14.1 If the Event Organizer does not host the event at the agreed time, for reasons for which the Location Manager is not responsible, then he shall be obliged to pay a cancellation fee based on the hire fee agreed for the rooms and spaces. This also applies in the event that the Event Organizer withdraws from the contract or terminates such extraordinarily when he has no such individually agreed or compelling legal right to termination and withdrawal. In such cases, the cancellation fees due are:

- | | |
|---|------|
| • up to 14 months prior to start of event | 0% |
| • up to 10 months prior to start of event | 40% |
| • up to 8 months prior to start of event | 60% |
| • up to 4 months prior to start of event | 80% |
| • thereafter | 100% |

of the agreed hire fee for the rooms and spaces. An appropriate percentage of this cancellation fee is also due in the event of a partial cancellation or reduction in spaces hired. Cancellations, terminations or withdrawals require the text form and must be received by the Location Manager by the deadlines indicated. If the Location Manager incurs greater damages, he shall be entitled to demonstrate the extent of such damages and to charge the Event Organizer for these damages accordingly instead of the flat-rate cancellation fee. The Event Organizer remains at liberty to demonstrate that no or significantly lesser damages have been incurred, or that the expenditure is lower than the cancellation fee being demanded.

14.2 Costs incurred for third-party services already commissioned as a result of an event cancellation (security services, first aid services, fire safety, cloakroom attendants, technology etc.) shall be compensated in each case by the Event Organizer, subject to demonstration of such and provided they are not already contained and indicated in the hire fees pursuant to appendix 1 of the event contract.

14.3 If the Location Manager succeeds in otherwise providing the venue to a third party in exchange for payment on a canceled date, the Event Organizer shall remain obliged to pay damages in accordance with Sections 14.1 and 14.2, provided that the venue could have been transferred to the third party on another date within a time window of 12 months. If these conditions are not met, the Event Organizer shall remain liable for damages on a proportional basis if the subsequently booked event generated a reduced revenue.

14.4 In the event of a breach of material contractual obligations, the Location Manager has a right to extraordinary termination of the contract or to withdraw from the contract, in particular if:

- a) the payments to be made by the Event Organizer (hire fees, prepayments, securities etc.) have not been made on time;
- b) it has not been demonstrated that event organizer liability insurance has been taken out;
- c) the public approvals or permits required for the event have not been obtained;
- d) the intended use indicated in the contract is significantly modified without the consent of the Location Manager;
- e) the Event Organizer did not explicitly inform the Location Manager upon conclusion of contract that greatly polarizing political, radical or anti-Semitic content, artists or speakers were expected at the event such that it would have been necessary to prepare and coordinate a special safety and security concept according to Sec. 43(1) Event Location Regulations and it is no longer possible to implement such an arrangement prior to the event;
- f) the Event Organizer breaches event-related legal regulations or security and fire safety provisions;
- g) the Event Organizer fails to fulfill his contractual notification, disclosure and payment obligations with respect to the Location Manager or public authorities or GEMA/GVL – only insofar as such are related to the event;
- h) insolvency proceedings are initiated concerning the assets of the Event Organizer or the initiation of insolvency proceedings has been rejected due to a lack of assets, and the Event Organizer or the insolvency administrator, acting in his place, fails to fulfill his obligations from the contract or does not fulfill such in good time.

14.5 If the Location Manager exercises his right of withdrawal for one of the reasons indicated under 14.4 a-g, he shall still have the right to payment of the agreed fees but must offset any savings made against such.

14.6 Before declaring a withdrawal or extraordinary termination, the Location Manager must give the Event Organizer a grace period, giving notice of refusal, insofar as the Event Organizer is capable of immediately remedying the grounds, on which the withdrawal or extraordinary termination is based, taking into account the situation as a whole.

14.7 If the Event Organizer is an agency, then the Location Manager and the agency shall be due a special right of termination for the event that the client of the agency withdraws or cancels his order. This special right of termination may only be exercised if the client of the agency assumes in full all rights and obligations from the contract that exists with the Location Manager and provides appropriate security upon request of the Location Manager.

§ 15 Force majeure

15.1 Force majeure is any event outside the contractual relationship having a significant effect and which cannot be foreseen according to human insight and experience and cannot be prevented or rendered harmless with financially reasonable means, even by taking extreme care as would logically be expected according to the situation.

15.2 If an event cannot be held at the agreed time due to force majeure, both parties shall be entitled to withdraw from the contract unless an agreement can be reached to reschedule the event.

15.3 In the event of a withdrawal or rescheduled event according to section 15.2, the Event Organizer shall remain liable for compensating any expenditure already incurred by the Location Manager. Such expenditure includes costs for external services already commissioned and costs of the Location Manager for preparing to host the event. Regardless of their actual amount, these costs can be settled by paying up to 25% of the agreed fees as a lump sum, unless the Event Organizer objects. If these costs are settled according to actual expenditure, there shall be no limit on their amount. Otherwise, both contract parties shall be released from their payment and performance obligations.

15.4 The risk regarding number of attendees present and the cancellation of speakers, hosts, artists, and other participants in the event is borne by the Event Organizer. The latter also applies to external factors which impact the event, such as demonstrations and threats which are generally influenced by the nature of the event, its content, and its perception in the media. The Event Organizer is advised to take out business interruption and cancellation insurance, insofar as he wishes to protect himself against the financial risks associated with such.

§ 16 Right to offset and right of retention

16.1 The Event Organizer has a right to offset and right of retention with respect to the Location Manager only insofar as his counterclaims have been legally established, are uncontested, or have been acknowledged by the Location Manager.

16.2 The foregoing also applies to rights of retention if the Event Organizer is a merchant, a legal entity under public law or a special fund under public law. If the Event Organizer does not belong to this group of individuals, it shall only be entitled to exercise a right of retention to the extent to which the counterclaim is based on the contractual agreement.

§ 17 Data processing, privacy

17.1 The Location Manager provides the property described in the contract to the Event Organizer for the purposes of hosting events and renders event-related services through his own employees and any service providers he engages. The personal data which the Event Organizer transmits to the Location Manager are processed in order to fulfill the contractually agreed purposes, in accordance with the EU General Data Protection Regulation (GDPR) and German Federal Data Protection Act (BDSG). For his part, the Event Organizer is obliged to inform all data subjects whose data are transmitted to the Location Manager in the course of planning and holding the event of the purposes defined under § 17.2 to § 17.5.

17.2 Service providers rendering event-related services receive personal data of the Event Organizer and those of his contact partners who have decision-making powers in order to render their services, insofar as this is necessary for execution of the contract or is in line with the legitimate interests of the Event Organizer according to Article 6(1), point (f) GDPR. In addition, the Location Manager uses the Event Organizer's data for providing information and managing communication with the same before, during and after an event, and for his own event-related offers. This also includes services and offerings provided by affiliated companies within the Live Matters Group, in particular satis&fy AG, satis&fy Event Productions B.V., and Live Matters GmbH. All communication shall be carried out exclusively by group companies and is intended solely for direct customer support and the provision of information regarding their own services.

17.3 Personal data of the Event Organizer, the event host, and those of his contact partners who have decision-making powers may also be transmitted to the relevant agencies/authorities, in particular the police, fire service, public order office, and first aid/emergency services, in order to coordinate the relevant safety and security concept.

17.4 The Location Manager processes and stores all personal data which he receives from the Event Organizer for as long as this is necessary for fulfilling his contractual and legal obligations. These data are generally erased by the Location Manager after 5 years, taking into account tax and commercial law regulations and provided the business relationship does not continue.

17.5 Should a data subject not consent to the storage or handling of his personal data or if such has become incorrect, the Location Manager shall erase or block these data and undertake necessary corrections following corresponding instruction. The data subject may send an email to office@spaces-management.de at any time for this purpose. Upon request, the data subject will receive a copy of all personal data which the Location Manager has stored concerning him free of charge.

§ 18 Place of jurisdiction, severability clause

18.1 Place of performance for all claims arising from the contract is Offenbach am Main. The law of the Federal Republic of Germany applies.

18.2 Where the Event Organizer is an entrepreneur or does not have a general place of jurisdiction in the Federal Republic of Germany, Offenbach am Main is agreed as the place of jurisdiction for all disputes arising from or in connection with this contract.

18.3 Should individual clauses of these T&Cs be or become ineffective, this shall not affect the validity of the remaining provisions. The applicable legal regulation of the German Civil Code (BGB) shall apply in place of the ineffective provision.