

GENERAL TERMS AND CONDITIONS OF CONGRESS CENTRUM SAAR GMBH (CCS) As of: September 2020

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1 Scope

1. The Congresshalle and the Saarlandhalle (hereinafter referred to as the 'Venue') are marketed and operated by Congress-Centrum Saar GmbH (hereinafter referred to as 'CCS'). These General Terms and Conditions (GTC) apply to the holding of events in the rooms and areas of the Venue designated in accordance with Annex 1 to the Event Contract, to the provision of facilities and equipment, and to the provision of services accompanying the event.

2. These General Terms and Conditions are a binding part of the contract concluded between CCS and the client. Additional or contradictory terms and conditions of the client shall only apply if CCS has expressly accepted them in writing. If agreements deviating from these General Terms and Conditions are made with the organiser in the contract, such individual agreements always take precedence over the corresponding regulation within the General Terms and Conditions.

2 Establishment of the contractual relationship, reservations

1. Contracts with CCS must be in writing and signed by both parties in order to be valid. If CCS sends an unsigned copy of a contract to the contractual partner (hereinafter referred to as the 'Client'), the contract is only concluded if the Client signs the contract and sends it to CCS within the period specified in the contract and then receives a countersigned copy of the contract back. In this case, the contract is not concluded until CCS sends the countersigned contract.

2. If additions or amendments to the contract are agreed in the course of the execution of the contract, the written form requirement shall be deemed to have been complied with if the respective declaration is transmitted in electronic form or by fax and confirmed by the other party. Verbal agreements shall be confirmed immediately in text form in the same way. The delivery and installation of media and event equipment can also be confirmed by a handover protocol.

3. Verbal, electronic or written reservations for a specific event date shall only keep the option open for the later conclusion of the contract. They are only granted for a limited period of time and are not binding with regard to the subsequent conclusion of a contract. They end at the latest with the expiry of the (return) period stated in the reservation or in the contract. There is no entitlement to an extension of an expiring reservation. Reservations are not transferable to third parties. The repeated holding of an event or the repeated provision of rooms and areas on certain dates shall not constitute any rights for the future, insofar as no individual provision has been made in the contract in this respect. Any plans for an alternative use of the space or plans not to make use of the space on the date and time previously specified shall be communicated immediately.

4. The repeated holding of an event or the repeated provision of rooms and areas on certain dates shall not constitute any rights for the future.

3 Contractual partner, authorised contact person

1. Contractual partners are always CCS and the Client designated in the contract. If the Client is an intermediary or an agency, the Client must name the third party for whom he is organising the event in writing in the contract and inform him of all contractual obligations, including these General Terms and Conditions and the safety and fire protection regulations. The Client remains responsible to CCS for the fulfilment of all obligations arising from the present contractual relationship. The Client shall accept the actions and declarations of the third party and the persons commissioned by him as his own for and against himself.

2. The transfer of halls, meeting rooms and areas by the Client, in whole or in part, to third parties, whether free of charge or in return for payment, requires the prior written consent of CCS. Consent shall be deemed to have been given if the third party is specifically named in the contract.

3. The Client must name an "authorised contact person" to CCS in writing no later than six weeks before the event, who will be present during the entire event and will be available as the "event manager" upon request by CCS.

4 Subject matter of the contract, change of the event

1. The rooms and areas specified in the contract shall be made available on the basis of the existing, officially approved escape route and seating plans with specified visitor capacity for the purpose of use specified by the Client. Changes to the subject matter of the contract by the Client, including changes to the escape routes and seating plans by means of installations and fixtures, may only be made with the prior written consent of CCS and after any necessary official approvals have been obtained. The duration, costs and risk of the approval procedure shall be borne in full by the Client.

2. For the use of general circulation areas, paths, toilets, cloakrooms and entrance areas, the Client is granted a limited right of use for the duration of his event. In particular, the Client must tolerate the joint use of these areas by third parties. If several events take place at the same time in the Venue, each event organiser must behave in such a way that, as far as possible, there is no mutual disturbance of the other event. The Client shall not be entitled to have another Client's event restricted unless the Client has booked the entire Venue.

3. The functional premises and areas contained in the Venue, such as offices, porter's lobbies, control centre, workshop areas and technical rooms, are not the subject of the contract and are not leased to

the Client, unless otherwise stipulated in the contract or in an annex to the contract. This also applies to all wall and building surfaces as well as ceilings and wall surfaces outside the Venue, in particular in the general circulation areas and entrance areas.

4. The subject matter of the contract / the facility may not be used for purposes other than those contractually agreed without prior written consent of CCS. Any change in the title of the event, the period of the event, the type of event, the agreed content of the event, the purpose of use or a change in the contractual partner and any type of transfer to third parties require the prior written consent of CCS. Consent may be withheld without giving reasons. Consent is only possible if the interests of CCS are not impaired, in particular with regard to already existing or planned events.

5 Duration of use, handover, periods of use

1. Upon handing over the subject matter of the contract, each contracting party may demand a joint inspection of the object including the technical equipment, emergency exits and escape routes. If the Client discovers defects or damage to the subject matter of the contract, CCS must be informed of these in writing without delay. Both parties may demand the issue of a handover report in which the status and any defects or damage will be recorded. If the preparation of a handover protocol is waived, it shall be assumed that no identifiable defects are present at the time of handover. If the Client discovers defects or damage in or on the Venue at a later date, these must be brought to the attention of CCS without delay.

2. All objects, structures and decorations brought in by the Client must be completely removed by him by the agreed end of dismantling time and the original condition restored. After expiry of the agreed period of use, the objects may be removed at the Client's expense. If the facilities are not returned on time in a cleared condition, the Client must in any case pay compensation for loss of use. The right to assert further claims due to delayed return of the rooms and areas is reserved.

3. The time periods for loading and unloading in the delivery zones as well as the regulations for access and departure must be coordinated with the CCS. For outdoor events, the use of loudspeaker systems for music and announcements as well as the use of machines and equipment with significant noise development must be kept to a minimum and require coordination and prior written approval by CCS. Insofar as transport to and from the event as well as set-up and dismantling take place during the night (10:00 p.m. to 7:00 a.m.), the organiser shall ensure that his vicarious agents or contracting companies prevent any superfluous noise generation (e.g.

running engines, handling of equipment and materials, command shouts).

6 Fees, flat rates for use, additional services and ancillary costs

1. The total remuneration owed for the event shall comprise the flat-rate usage fee specified in Annex 1 to the Agreement or the usage fees specified therein for the provision and use of the rooms and areas specified in the Agreement as well as the additional services and ancillary costs specified in Annex 1. Additional services and ancillary costs which have not yet been finally determined at the time of conclusion of the contract or such services which are only commissioned by the Client after conclusion of the contract shall also be remunerated. In this respect, the price list valid at the time of the event shall apply.

2. At the request of CCS, the Client is obligated to make an advance payment of the anticipated fees prior to the event up to the amount of the anticipated fees. CCS is entitled to demand additional security for all claims resulting from the contract (including claims for damages). The invoice for advance payment (and security deposit) will be issued separately. The due dates for the flat-rate usage fee or the usage fees and ancillary costs are set out in the contract or in Annex 1 to the contract.

3. All services and incidental costs incurred shall be invoiced after the event has taken place, taking into account any advance payments already made.

4. Payments are due within 14 days after invoicing without deduction. In the event of late payment, interest on arrears shall be charged at a rate of 9% above the base rate of the European Central Bank in the case of companies and persons acting in a commercial capacity and at a rate of 5% above the base rate of the European Central Bank in the case of natural persons. CCS reserves the right to prove a higher damage caused by delay.

7 Ticketing

1. The Client has the option of ticketing via the CCS. In this case, CCS will create a ticket service contract. The tickets shall remain the property of CCS until they are resold.

2. If ticketing is carried out by the Client, the seating plan valid for the event must be approved in writing by CCS before the start of ticket sales. The basis for approval is the submission of binding technical stage directions specifying the size and position of the stage. Admission tickets may only be produced, printed and issued in the quantities in which seats are available and permitted in accordance with the seating plan or the building inspection permit. Until the legally signed contract has been presented and the ticket set has been approved by CCS, the distribution/sale of admission tickets may not be commenced. If the ticket printing and distribution is carried out solely or partially by the Client, the Client shall be obliged, upon request in individual cases, to provide corresponding evidence (print lists, protocols, etc.) about

the saleable seats and the tickets delivered to CCS for approval. CCS is additionally entitled to demand that the obligation to use the cloakroom against payment is indicated on the ticket.

3. CCS employee passes must be entered in the organiser's entry and accreditation system and must be given free access priority, as CCS employees must be able to access their workplace at all times.

8 Advertising measures

1. The advertising of the event is the responsibility of the Client. Advertising measures in the rooms and on the premises of CCS require the written consent of CCS.

2. CCS is entitled to make reference to the event in its calendar of events and on the Internet, unless the Client expressly objects when signing the contract.

3. The Client irrevocably indemnifies CCS against all claims 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 regulations. The indemnity obligation also extends to any warning, court and legal costs incurred.

4. The organiser must be named on all printed matter, posters, admission tickets and invitations in order to make it clear that a legal relationship only exists between the organiser and the visitor and not between the visitor and CCS.

5. When naming the venues, the designations 'Congresshalle Saarbrücken' and 'Saarlandhalle Saarbrücken' shall be used exclusively on announcements of all kinds (including on the Internet), printed matter, posters and admission tickets.

6. If the Client names the CCS, the original logo shall be used exclusively. The corresponding templates are provided exclusively for this purpose by CCS.

7. CCS can prohibit the use of the Client's advertising material (posters, flyers etc.) if this runs counter to the justified interests of CCS.

8. CCS is not obliged to remove any advertising material present on the premises, even if there is a competitive relationship with the subject matter of the Client's advertising. Likewise, the Client is not entitled to remove or cover up the advertising material present on the premises.

9. The Client must remove all his advertising materials immediately after the event. If the Client does not comply with this obligation, CCS is entitled to have them removed at the Client's expense.

9 Authority permits, statutory regulations, GEMA, GVL

1. The Client shall be solely responsible for fulfilling all statutory notification obligations, the statutory regulations applicable to his event and for obtaining the permits and authorisations required for his event. Attention is drawn in particular to compliance with the Youth Protection Act [Jugenschutzgesetzes], the Trade Regulation Act [Gewerbeordnung], the Working Hours Act, [Arbeitszeitgesetzes], the Sunday and Public Holiday Act [Sonn- und Feiertagsgesetzes], the Ordinance on the Construction and Operation of Places of Public Assembly [Versammlungsstättenverordnung], the Saarland Tariff Compliance Act [Saarländischen Tariftreuegesetzes], the Minimum Wage Act [Mindestlohngesetzes] and the Artists' Social Security Act [Künstlersozialversicherungsgesetz].

2. The timely registration and payment of the fees for the performance or reproduction of works protected by performance rights with GEMA (Society for Musical Performing and Mechanical Reproduction Rights) – or with GVL (Society for the Exploitation of Performance Rights) are the sole obligations of the Client (organiser). CCS may demand written proof of registration of the event with GEMA or GVL, written proof of invoicing by GEMA or GVL or written proof of payment of the fees to GEMA / GVL from the Client in good time before the event. If the organiser is not willing or able to provide proof of payment of the fees, CCS may demand payment of a security deposit in the amount of the anticipated GEMA fees from the organiser in good time and no later than 14 days before the event.

10 Production of audio, audio-visual and video recordings

1. Sound recordings, image/sound recordings, image recordings as well as other recordings and transmissions of the event of any kind (radio, TV, Internet, speakers etc.) also require the prior written consent of CCS, subject to the consent of the copyright and ancillary copyright holders involved. CCS is entitled to make its consent to this dependent on the agreement of a fee to be paid to it.

2. CCS has the right to make or have made picture/sound recordings as well as drawings of event processes or exhibited or used objects for the purpose of documentation or for its own publications without having to pay a fee to the Client for this, provided the Client does not object.

11 Management, admission times, breaks

1. The entire catering service (e.g. drinks, food, confectionery, etc.) at shows and concerts of all kinds or at other events on a self-pay basis on the grounds or in the premises of the CCS is the exclusive responsibility of the CCS or its appointed catering tenant. The Client is not entitled to offer food, drinks, refreshments or the like.

2. The catering for all other types of events is the responsibility of the Client. He can choose

between the in-house catering service or one of the gastronomic partners of the CCS.

3. After special agreement, the Client is permitted in individual cases against payment to sell programmes, audio recordings, etc. independently on the premises or in premises of CCS. CCS expressly reserves the right to give its consent to the sale by the Client or third parties only on condition that the safety regulations are complied with.

4. The Client is not permitted to order tradesmen of any kind (photographers, flower sellers, showmen, etc.) to his events without the prior written consent of CCS, nor is he permitted to engage in commercial activities himself beyond the immediate implementation of the event. The consent of the CCS can be granted against payment of an appropriate compensation (fee), which is to be stipulated separately in the contract.

5. In the case of public events with ticket sales, the Client must ensure, at the request of CCS, that the admission of visitors begins at least 1 hour before the event in the Congresshalle and at least 2 hours before the event in the Saarlandhalle, and that a break of at least 20 minutes is observed. A reduction of the admission times requires the express consent of the CCS. CCS is entitled to make its consent conditional on the Client providing appropriate financial compensation for lost catering revenue.

12 Cloakrooms, cleaning

1. During the event it is compulsory to hand in the guard robe. The management of the visitors' cloakrooms is the sole responsibility of CCS or the cloakroom tenant appointed by it.

2. Alternatively, the Client can pay the cloakroom fee in full for his guests/visitors. The amount of the flat rate for cloakroom management depends on the visitor and is regulated in the annex to the event contract.

3. If no order is placed by the Client in accordance with paragraph 2 for the flat-rate management of the cloakrooms, CCS retains the decision as to whether and to what extent the cloakrooms are managed.

4. If the cloakroom is operated by CCS or by the cloakroom tenant appointed by CCS, the cloakroom fee shall be paid by the guests/visitors in accordance with the posted tariff. In such a case, the CCS or the cloakroom tenant appointed by it shall be exclusively entitled to the cloakroom fees collected.

13 Fire brigade, police and ambulance service

The Fire brigade, police and ambulance service will be notified by CCS depending on the type and size of the event. The scope of these services (number of persons to be provided) depends on the type of event, the number of visitors, the event-specific risks and the possible official regulations in individual cases. The costs arising from the availability and use of these services shall be borne by the Client.

14 Order/security service and authorised service personnel

1. CCS shall provide the necessary security service in accordance with Section 43 (3) of the Ordinance on the Construction and Operation of Places of Public Assembly [VStättVO] at the expense of the Client. Only qualified personnel who are sufficiently familiar with the Venue in the event of a necessary evacuation may be employed as security personnel. The number of admission and security staff required is determined by the type of event, the number of visitors, potential event risks and any additional requirements of the building and regulatory authorities.

2. Connections to the CCS lighting, water and power networks or suspensions in event rooms, forwarding operations on the premises, in particular the operation of crane and hoisting vehicles, the installation of supply media, including wireless radio networks (W-Fi), may only be carried out with the express prior consent of the CCS for safety reasons.

3. All permanently installed technical building equipment in the Venue may only be operated by CCS and its approved qualified service partners.

15 Person responsible for event technology

If stages, studios or lighting equipment for the event are to be set up, "persons responsible for event technology or specialists for event technology" must be provided at the Client's expense in accordance with Section 39 and 40 of the Ordinance on the Construction and Operation of Places of Public Assembly [VStättVO].

16 Liability of the Client

1. The Client shall be responsible for the safety of all equipment and structures brought into the Venue and for the safe conduct of the event.

2. The Client shall return the Venue to CCS in the condition in which he took it over from CCS. The Client is liable for all damages caused by him, his vicarious agents, his guests and visitors in connection with the event in accordance with the statutory regulations.

3. The Client's liability also includes damage caused by the fact that third-party events cannot be held or cannot be held as planned, as well as damage caused by rioting, fire, panic and similar events caused by the event (event-related risks).

4. The Client shall indemnify CCS against all claims of third parties asserted in connection with the event, insofar as these are the responsibility of the Client or its vicarious agents, its guests or the visitors to the event. This indemnification obligation also extends to any official fines and administrative offences

(e.g. for disturbing the peace, blocking escape routes, exceeding permitted visitor numbers, disregarding smoking bans) that may be imposed on CSS as the operator of the Venue in connection with the event. Any fault on the part of CCS in the occurrence of damage shall be taken into account on a pro rata basis. The liability of CCS to ensure the safe structural condition of the Venue in accordance with 836 of the German Civil Code [BGB] remains unaffected.

5. The Client shall be liable for any fault on the part of his vicarious agents and assistants without the possibility of exemption from fault in selecting an agent (culpa in eligendo).

6. The Client is obliged to provide proof of organiser's liability insurance with appropriate cover amounting to at least € 5 million (in words: five million euros) for personal injury and property damage and € 1 million (in words: one million euros) for financial loss by presenting the insurance policy and paying the premiums to CCS at least six weeks before the start of use. The conclusion of the insurance does not limit the liability of the organiser in the event of damage to the CCS.

17 Liability of the CCS

1. The strict liability of CCS for damages for initial defects (Section 536a (1), first alternative, of the German Civil Code [BGB]) of the Venue and its facilities is excluded. The claim to reduction of the fees due to defects shall not be affected by this, provided that CCS is notified of the defect or the intention to reduce the fees during the period of use of the Venue when the defect becomes apparent.

2. CCS assumes no liability for the loss of objects, equipment, superstructures or other valuables brought in by the organiser, unless a special safekeeping agreement has been made in return for payment.

3. The liability of CCS for simple negligence is excluded, as far as no essential contractual obligations are violated.

4. In the event of a breach of material contractual obligations (cardinal obligations), CCS's liability for damages in cases of simple negligence shall be limited to the foreseeable, direct average damage typical for the type of contract. Cardinal obligations are obligations the fulfilment of which is a prerequisite for the proper performance of the contract and on the fulfilment of which the contractual partner regularly relies and may rely, i.e. the main contractual obligations.

5. CSS is not liable for damage caused by measures taken to maintain security and order. If, as a result of a misjudgement of risks, the event is cancelled, restricted or abandoned on the instructions of CSS, CSS is not liable for cases of simple negligence.

6. Insofar as liability is excluded or limited in accordance with the provisions of these General Terms and Conditions, this also applies to the vicarious agents of CCS. CCS shall be liable for any fault of its vicarious agents in the same way as the Client without the possibility of exemption from the fault of selection.

7. The above exclusions and limitations of liability shall not apply in the event of culpable injury to life, limb or health of persons, or in the event of an express warranty of characteristics.

18 Cancellation, termination, withdrawal

1. If the Client does not carry out the event at the agreed time for reasons beyond the control of CCS, he is obligated to pay a cancellation fee based on the agreed usage fee. The same applies if the organiser withdraws from the contract or terminates it extraordinarily without being entitled to an individually agreed or mandatory legal right of termination or withdrawal. In the event of cancellation or withdrawal, the amount of the cancellation fee shall be as follows

- up to 18 months before the event 25%,
- up to 12 months before the event 50 %,
- up to 6 months before the event 75 %,
- thereafter 90 %

of the agreed fees. The Client is at liberty to prove that CCS has not suffered any damage or that the damage is significantly lower.

2. The cancellation or withdrawal must be notified in writing and must be received by CCS within the time limits specified in paragraph 1. If the CCS has incurred a higher loss, it is entitled to present the loss in the corresponding amount instead of the standard compensation and to demand reimbursement from the organiser.

3. The staggered amounts of compensation for loss of earnings according to paragraph 1 shall apply accordingly if the event is moved to a smaller venue, partially cancelled or relocated to another venue. If CCS succeeds in leasing the Venue to a third party on a cancelled date, the compensation for damages pursuant to paragraph 1 shall remain in effect insofar as lease to the third party was also possible on another event date.

3. CCS is entitled to terminate the contract extraordinarily or to withdraw from the contract in case of breach of essential contractual obligations, in particular if:

- a) the payments to be made by the Client (charges, advance payments, securities) are not made or not made on time,
- b) the purpose of use specified in the contract or the agreed content of the event were changed

- without the consent of the CCS,
- c) the Client makes the Venue available to a third party as an organiser, either free of charge or in return for payment, without the consent of CCS,
 - d) the permits and/or authorisations required for the implementation of the event are not granted or are not proven by the Client at the request of CCS,
 - e) legal regulations, in particular regulations governing places of assembly, are violated by the organiser,
 - f) the conclusion of the contractually required liability insurance is not proven,
 - g) the Client has concealed the fact that the event is a political or (pseudo) religious event when concluding the contract, in particular when specifying the purpose of use in the contract,
 - h) there is a high probability of disturbances to public safety and order or personal injury or damage to property during the event and these circumstances only become apparent to CCS after conclusion of the contract.

4. CCS is obligated to set a grace period with a threat of refusal of performance to the Client before declaring the termination or withdrawal, insofar as the Client is in a position, taking into account the overall circumstances, to immediately eliminate the reason justifying the withdrawal or extraordinary termination.

5. If CCS makes use of its aforementioned rights, it retains the right to payment of the contractually agreed fees, but must allow itself to be credited for saved expenses.

6. If the Client is an agency, CSS and the agency have a special right of termination in the event that the Client withdraws or terminates the agency's contract. This special right of termination can only be exercised if the Client of the agency fully assumes all rights and obligations arising from the existing contract with CSS and provides appropriate security at the request of CSS.

19 Force majeure

1. Force majeure is an event that has a massive external impact on the contractual relationship, which is unforeseeable according to human insight and experience, and which cannot be prevented or rendered harmless by economically acceptable means, even by exercising the utmost care that could reasonably be expected in the circumstances.

2. If, as a result of force majeure, an event cannot be held as planned on the agreed date, both parties shall be entitled to demand an adjustment and, if necessary, a rescheduling of the event date, insofar as it would be unreasonable to continue with the contract in its existing form. The assessment criterion shall be derived from Section 313 BGB.

3. If the adjustment of the event or a rescheduling of the event date within a period of 365 days – starting from the originally agreed event date – is unreasonable, both parties are entitled to withdraw from the contract. The party invoking the impossibility of adjusting or rescheduling the event shall be obliged to inform the other party in text form of the relevant reasons before declaring its withdrawal. The other party must immediately declare in text form, at the latest after 5 days, whether it accepts the reasons for unreasonableness. Otherwise, the reasons for the withdrawal shall be deemed to have been accepted. Deadlines and text form shall be deemed to have been complied with if the declaration has been transmitted electronically in text form and receipt of the declaration has been confirmed electronically by the other party.

4. In the event of cancellation in accordance with paragraph 3, the organiser shall remain obliged to compensate CCS for all expenses already incurred up to the time of cancellation of the event, including the costs of service providers already commissioned. In all other respects, the contracting parties shall be released from their performance obligations.

5. The cancellation of artists and participants of the event, weather events such as ice, snow, thunderstorms as well as external events affecting the event, e.g. demonstrations, threatening calls, the discovery of so-called "suspicious objects", are within the risk sphere of the organiser. The organiser is recommended to take out cancellation insurance for his event if he wishes to cover the financial risks associated with a possible cancellation or termination of his event.

20 House rules, exercise of domiciliary rights, cancellation of events

1. The House Rules of the CCS apply on the premises and in the meeting place. The Client shall be responsible for the implementation of and compliance with the House Rules vis-à-vis its visitors, employees, vicarious agents and assistants.

2. The Client and his authorised representative are obliged to ensure the proper and safe execution of the event within the rented assembly rooms and areas. The maximum visitor capacities permitted under building law and the legal regulations pertaining to places of assembly may not be exceeded under any circumstances.

3. In addition to the Client and its authorised representatives, the CCS and the persons commissioned by it shall have the domiciliary rights vis-à-vis all persons who are present in the Venue. The persons commissioned by CCS must be granted free access to the premises at all times and without delay within the framework of the exercise of their domiciliary rights.

4. In the event of a breach of safety-relevant regulations during the event, CCS may demand that the Client immediately take appropriate remedial action and, insofar as this is not possible or a situation arises that poses a hazard to people,

demand eviction and return of the subject matter of the contract. If the Client does not comply with a corresponding request, CCS is entitled to have the necessary measures carried out at the expense and risk of the Client.

21 Safety and fire protection regulations, exhibition regulations

1. If decorations are to be brought into the Venue for an event, or if podiums/stands/scenery areas are to be used or erected, or if stage, studio, lighting or other technical equipment is to be set up, the "Safety and Fire Protection Regulations" ("Sicherheits- und Brandschutzbestimmungen") of the CCS must be observed. The "Safety and Fire Protection Regulations" will be sent to the Client at any time on request.

2. If exhibitions are to be held in conjunction with the event and exhibition or trade fair stands are to be set up, the "Exhibition Regulations" ("Ausstellungsbestimmungen") of the CCS shall also apply. The Client is obliged to pass on these provisions to its exhibitors in a binding manner. This document will also be sent to the Client at any time upon request.

3. The contractual partner may download the provisions set out in paragraph 1 and paragraph 2 above from www.ccssaar.de or shall receive them in writing on request, unless they are already attached to the contract as an annex.

22 Rights of set-off and retention

The Client is only entitled to rights of set-off and retention against CCS if his counterclaims have been legally established, are undisputed or recognised by CCS.

23 Assignment

All revenues from the (pre)sale of tickets for the event are assigned by the Client to CCS in advance upon conclusion of the contract, up to the amount of the claims of CCS from the present contractual relationship.

24 Data collection, processing and use

1. CCS leaves the Venue designated in the contract to the Client for the implementation of events and provides event-related services by its own employees as well as by commissioned service providers. For the fulfilment of the contractually agreed business purposes, the personal data transmitted by the Client to CCS shall also be processed in accordance with the provisions of the EU Data Protection Regulation (EU-GDPR) and the Federal Data Protection Act (BDSG).

2. Service providers for event-related services receive personal data of the Client and his decision-making contact persons from CCS for the provision of their services, insofar as this is necessary for the execution of the contract or corresponds to the legitimate interests of the Client according to Art. 6 (1) (f) GDPR. In addition, CCS shall use the Client's data for mutual information and communication before, during and after an event as well as for event-accompanying offers.

3. Personal data of the Client, the event manager, his contact persons authorised to make decisions may also be transmitted to the responsible offices/authorities, in particular the police, the fire brigade, the public order office and the ambulance and rescue service, in order to coordinate the respective safety concept for the event. Insofar as a background check of the personnel deployed at the event is to be carried out by the security authorities, this requires the express consent of the data subjects. If CCS does not receive the data directly from the data subject, CCS requires the transmitting agency (usually the employer of the data subject) to provide a guarantee under data protection law that the data subject has given his or her consent.

4. CCS reserves the right to use the Client's data and the data of the contact persons named by the Client for its own marketing and for the sending of advertising in addition to the purposes mentioned in paragraphs 1 to 3. The data subject has the right to object at any time to the processing of personal data for marketing and promotional purposes. In this case, the personal data will no longer be processed for these purposes. The objection can be made without formalities and should be sent by email to info@ccsaar.de.

5. CCS processes and stores all personal data that it receives from the Client for as long as is necessary for the fulfilment of contractual and legal obligations. If the data are no longer required for the fulfilment of contractual or legal obligations, they are regularly deleted, unless the – temporary – further processing is necessary for the following purposes:

- Compliance with retention periods under commercial and tax law. The periods specified there for storage or documentation are two to ten years.
- Preservation of evidence under the statute of limitations. According to the Section 195 et seq. of the German Civil Code (BGB), these limitation periods can be up to 30 years, with the regular limitation period being three years.

6. If a data subject no longer agrees to the storage of his or her personal data or if this data has become incorrect, CCS will arrange for the deletion or blocking of the data or make the necessary corrections on the basis of a corresponding instruction. Upon request, the data subject will receive free information about all personal data that CCS has stored about him or her.

25 Final provisions and place of jurisdiction

1. The place of performance for all claims arising from the contract is Saarbrücken, Germany.

2. The law of the Federal Republic of Germany shall apply.

3. If the Client is an entrepreneur or does not have a general place of jurisdiction in the Federal Republic of Germany, we shall be entitled to claim damages

Saarbrücken is agreed as the place of jurisdiction for all disputes arising from this contract or in connection with this contract.

4. Should individual provisions of this contract be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions of this contract. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision the effects of which most closely approximate the economic objective pursued by the contracting parties with the invalid or unenforceable provision. This applies accordingly in the event that the contract proves to be incomplete.

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