

## GENERAL LEASING TERMS AND CONDITIONS

### Messe und Congress Centrum Halle Münsterland GmbH

#### Preamble

The General Leasing Terms and Conditions of the Messe und Congress Centrum Halle Münsterland GmbH are integral components of the Agreement made with us. They shall apply to all companies and entities acting as commercial partners and shall also apply to all future leases. Additional or conflicting contractual terms of the Customer (hereinafter referred to as "Event Organizer") shall not apply.

#### § 1 Establishment of a Lease

1. Event Organizer shall not be in a position to derive an entitlement to enter into a Lease from pre-registration or reservation of event premises for a certain date. Any waivers of a reservation or any other use of the event premises shall be promptly communicated.
2. For Leases to be effective, they must be made in writing. They shall not be deemed made until the party interested in the Lease has returned the signed Contract issued by the Messe und Congress Centrum Halle in a manner that is timely enough to be received by the acceptance deadline specified in the contract offer by the Messe und Congress Centrum Halle Münsterland.

#### § 2 Subject Matter of the Agreement

1. The Lease shall be based on the rescue route and seating plans approved by the competent agency with defined visitor capacities and for the purpose defined by the Event Organizer. The concise designation of the leased property, the maximum capacity of visitors and the right to utilize shall be made in writing in the Lease.
2. The Leased Property may be used for purposes other than those contractually agreed upon only subject to the prior written consent of the Messe und Congress Centrum Halle Münsterland. The Event Organizer shall undertake to promptly notify in writing the Messe und Congress Centrum Halle Münsterland of any intentions to change the purposes of use.
3. Changes to the Leased Property, the rescue and seating plans as well as any additional installations and additions may be made only subject to the prior written consent of the Messe und Congress Centrum Halle Münsterland and subject to the receipt of the required government agency permits. The duration, costs and risks inherent in the permit eligibility shall be entirely for Event Organizer's account.

#### § 3 Event Organizer, Event Manager

1. The Event Organizer designated in the Contract shall be completely responsible for the safe progression of the event. Any complimentary provision or any sub-letting of the entire or part of the venue to third parties shall be permitted only if Event Organizer has received the written consent of the Messe und Congress Centrum Halle Münsterland.
2. The Event Organizer shall designate in writing a person assigned as the manager of the event to the Messe und Congress Centrum Halle Münsterland by name, who shall assume the role and commission of the event manager pursuant to the German Assembly Venues Act (Versammlungsstättenverordnung = VStättVO) on behalf of the Event Organizer pursuant to these event terms and condition. If the Event Organizer should be a natural entity, the Event Organizer shall be deemed to be the event manager, unless the Event Organizer designates a different individual by name to assume this role.
3. The Event Organizer shall be disclosed as the Event Organizer on all printed materials, posters, admission tickets, invitations, etc. This shall indicate that a legal contract will be established between the event visitor and the Event Organizer and that a contract shall not exist between the visitor or third parties and the Messe und Congress Centrum Halle Münsterland.
4. The contracting Parties shall undertake to ensure that in all promotional activities, in particular in all publications and conversations, it shall be clearly emphasized that the Event Organizer is the Event Organizer and not the Messe und Congress Centrum Halle Münsterland.

#### § 4 Term of the Lease, Handover, Usage Periods

1. Upon letting of the Leased Property to the Event Organizer, the Parties shall jointly conduct a walkthrough of the Leased Property, including its technical amenities, emergency exits and rescue routes. If the Event Organizer should find deficiencies or damages to the Leased Properties, these deficiencies shall be documented in writing and promptly communicated to the Messe und Congress Centrum Halle Münsterland.
2. Any objects, installations, structures, decorations and the like brought in by the Event Organizer or third parties acting on behalf of the Event Organizer, shall be completely removed by the Event Organizer by the end of the Lease and the original condition of the premises shall be reinstated. Upon expiration of the Lease, the objects may be removed at the expense of the Event Organizer for a fee. If the Leased Property should not be returned cleared out in a timely manner, the Event Organizer shall in any event be required to pay compensation for damages equivalent to the rent.

This shall be without prejudice to the claiming of any further entitlements due to the late return of the Leased Property.

#### § 5 Rent and Utilities, Additional Services

1. The contractually agreed upon remuneration includes the rent plus utilities, additional services and sales tax.
2. Services and utilities shall be billed upon completion of the event. Deposit

payments shall be made on account starting 12 months prior to the event. Potential price increases that occur between the time the contract is executed and the event takes place shall be limited to a maximum of 15%.

3. All payments shall be due net within 14 days after the invoice date. In the event of late payment, late interest shall be charged. If the contracting Party is a company or an entity acting commercially, the interest rate shall be 8%; if the contracting Party is a natural person, it shall be 5% above the respective prime rate of the European Central Bank. The Messe und Congress Centrum Halle Münsterland reserves the right to charge for greater damages if applicable.

#### § 6 Advertising and Liability for Illegal Promotional Activities

1. The Event Organizer shall be responsible for an advertising for the event. Promotional activities on the premises and on the terrain of the Messe und Congress Centrum Halle Münsterland shall be subject to approval by the Messe und Congress Centrum Halle Münsterland. The performance of promotional activities may be handled for a fee by the Messe und Congress Centrum Halle Münsterland if prior arrangements are made. The Messe und Congress Centrum Halle Münsterland shall have the option to make reference to the event in the event program and online, unless the Event Organizer objects to such activities.
2. The Event Organizer hereby irrevocably indemnifies the Messe und Congress Centrum Halle Münsterland against any and all claims arising from the fact that the event or the promotional activities for the event infringe upon third party rights (in particular copyrights, image and name rights, trademarks, competitive rights, personality rights) or violate other statutory provisions. The obligation to indemnify shall also extend to any reminder, court or legal fees.
3. Any unapproved posting of posters is prohibited by law and shall render the Event Organizer liable for damages.

#### § 7 GEMA Fees

The Event Organizer shall be solely responsible for the timely registration of GEMA fee eligible works with the GEMA as well as the timely payment of the GEMA fees. The Messe und Congress Centrum Halle Münsterland shall have the option to demand, in a timely manner prior to the event, written evidence of the registration of the event with the GEMA, the written documentation that the GEMA fees have been paid and/or written documentation of the billing statement by GEMA vis-à-vis the ee. If the Event Organizer should be unable to tender proof pursuant to Sentence 1 or should be unwilling to tender such proof, the Messe und Congress Centrum Halle Münsterland shall have the option to demand the payment of a security deposit in the amount of the anticipated GEMA fees from the Event Organizer.

#### § 8 Production of Audio, Audiovisual and Video Recordings

1. Subject to the consent of the involved copyright and intellectual property rights holders, the production of audio, audiovisual and video recordings as well as any other recordings and broadcasts of the event of all kinds (radio, TV, Internet, loudspeakers, etc.) shall also be subject to the written consent of the Messe und Congress Centrum Halle Münsterland. The Messe und Congress Centrum Halle Münsterland shall have the right to make its consent contingent upon the agreement on a fee to be paid to the Messe und Congress Centrum Halle Münsterland.
2. The Messe und Congress Centrum Halle Münsterland shall have the right to produce video/sound recordings as well as drawings of the event progressions or exhibited or used objects for the purpose of documentation or in-house publications or have the former produced by third parties, unless the Event Organizer objects to such activities.

#### § 9 Catering, Merchandising

1. The Messe und Congress Centrum Halle Münsterland shall hold the right to provide catering services for the Leased Property along with its contractually affiliated restaurant services. The Event Organizer shall not have the right to offer meals, beverages, refreshments, tobacco products and the like.
2. In the absence of the Messe und Congress Centrum Halle Münsterland's prior written consent, the Event Organizer shall not be permitted to commission businesses of any kind (photographers, florists, roustabouts, etc.) to Event Organizer's events or to take any commercial action beyond the organization of the event. If the Messe und Congress Centrum Halle Münsterland should approve such activities, a fee shall be payable to the Messe und Congress Centrum Halle Münsterland.

#### § 10 Coat-check Rooms

The Messe und Congress Centrum Halle Münsterland shall be responsible for the management of the coat-check rooms. The Messe und Congress Centrum Halle Münsterland shall decide whether and to what extent the coat-check room shall be provided for the respective event. The coat-check room fee shall be paid by guests in accordance with the posted fee scale. In such a case, the Event Organizer shall ensure that all event visitors drop off their coats.

#### § 11 Fire Department, Police and Emergency Medical Services

The Messe und Congress Centrum Halle Münsterland shall notify the fire department, police and emergency medical services depending on the type and size of the event. The scope of such services (number of assigned staff members) shall depend on the type of event, the number of guests, the event specific risks and the potential official ordinances to be imposed in each individual case. The Event Organizer shall absorb the costs incurred as a result of the presence and use of such services.

#### § 12 Access and Organizational Security Staff

1. Only qualified staff shall be assigned to access and security duty. This staff must be adequately familiar with the assembly facility and also with the actions to take in the event that it should become necessary to evacuate the premises. The Messe und Congress Centrum Halle Münsterland shall provide the required access and organizational staff at the expense of the Event Organizer.
2. The number of required access and organizational staff shall be determined by the type of event, the number of guests, the potential event risks and, if applicable, any additional requirements of the construction and security service agencies. The anticipated costs incurred shall be disclosed to the Event Organizer, if at all possible, already at the time the Lease is executed.

#### § 13 Parties Responsible for the Event Technology

If stage, studio or lighting technology equipment should be installed for the event, the "Parties Responsible for Event Technology" pursuant to § 40 VStättVO or pertinent event technology professionals shall be provided at the expense of the Event Organizer.

#### § 14 Event Organizer's Liability

1. The Event Organizer shall assume liability vis-à-vis the Messe und Congress Centrum Halle Münsterland for damages caused by the Event Organizer, Event Organizer's agents and representatives, guests or other third parties in conjunction with the event.
2. The Event Organizer shall indemnify the Messe und Congress Centrum Halle Münsterland against any and all third party claims raised in connection with the event, if the Event Organizer, Event Organizer's agents and representatives or guests or visitors are responsible for such claims. This indemnification obligation shall also extend to any government agency imposed fines (e.g. because of disturbance of the peace, blockage of rescue routes) that arise in connection with the event that could be imposed against the Halle Münsterland as the operator of the assembly venue.
3. The Event Organizer shall undertake to obtain event liability insurance coverage. If the Event Organizer should not show evidence of insurance coverage at the latest 14 days prior to the event, the Messe und Congress Centrum Halle Münsterland shall have the right to obtain event liability insurance coverage at the expense of the Event Organizer.

#### § 15 Liability of the Messe und Congress Centruns Halle Münsterland

1. The culpability independent liability of the Messe und Congress Centruns Halle Münsterland for damage compensation for initial deficiencies of the provided Leased Property shall be excluded.
2. Any reduction of the rent because of deficiencies of the Leased Property shall be considered only if the Messe und Congress Centrum Halle Münsterland has been notified of the intention to reduce the rent during the term of the Lease.
3. Any liability of the Messe und Congress Centrum Halle Münsterland for simple negligence shall be excluded, unless cardinal contractual obligations have been breached.
4. In the event that cardinal contractual obligations should have been violated, the damage compensation liability of the Messe und Congress Centrum Halle Münsterland for cases of simple negligence shall be limited to the average damages to be anticipated for the type of Contract that are typical and direct.
5. The Messe und Congress Centrum Halle Münsterland shall not assume any liability for damages that incur as a result of actions it initiated to maintain safety and order. If, due to an incorrect assessment of the risks, the event should be restricted, canceled or aborted at the order of the Messe und Congress Centrum Halle Münsterland, it shall not assume liability for cases of simple neglect.
6. If liability is excluded pursuant to the provisions of the Lease Terms and Conditions, this shall also apply to the agents and representatives of the Messe und Congress Centrum Halle Münsterland.
7. The above exclusions and restrictions of liability shall not apply to culpable liability for the loss of life, physical injury or health damages.

#### § 16 Failure to Utilize the Lease

1. If the Event Organizer, for reasons the Messe und Congress Centrum Halle Münsterland is not responsible for, should fail to host the event or plan to delay it, the Event Organizer shall undertake to pay the lump sum compensation for damages amounts set forth below, which are based on the agreed upon rent amounts. In the event of cancellation
  - Up to 12 months prior to the start of the Lease 30%
  - Up to 6 months prior to the start of the Lease 50%
  - Up to 3 months prior to the start of the Lease 75%
  - Any time thereafter 100%

The computation of damages shall apply accordingly, if the Event Organizer should reduce the floorspace leased, partially cancel or move the event to a different location. Any cancellation by the Event Organizer shall be submitted in writing and must be received by the Messe und Congress Centrum Halle Münsterland by the deadlines specified above.

2. The Event Organizer shall have the right to submit evidence that the Messe und Congress Centrum Halle Münsterland did not incur any damages or did not incur damages in the claimed amount.

If the Messe und Congress Centrum Halle Münsterland should have incurred higher damages, it shall have the option to demand damage compensation in the respective amount. If the Messe und Congress Centrum Halle Münsterland should lease the Leased Property to another party, only the remaining balance shall be reimbursed or compensated for.

#### § 17 Rescission / Termination

The Messe und Congress Centrum Halle Münsterland shall have the right to rescind from the Contract if cardinal contractual obligations should be breached, after it has set a deadline to no avail and threatened to rescind; in particular in the following cases:

- Breach of contractually agreed upon payment obligations
- Modification of the purpose of use in the absence of the Messe und Congress Centrum Halle Münsterland's consent
- Lack of official permits and approvals for the event
- Violation of official requirements/permits
- Violation of statutory provisions affiliated with the safety of the event
- Violation of third party rights by the event
- Hazards for public safety and order

If the Messe und Congress Centrum Halle Münsterland GmbH should exercise its right to rescind, it shall retain its entitlement to payment of the agreed upon remuneration pursuant to § 18. However, the Messe und Congress Centrum Halle Münsterland shall accept the offsetting of saved expenses as well as earnings generated by substitute leases.

#### § 18 Force Majeure

If the event should not take place because of force majeure, each contracting Party shall absorb its own costs incurred until that time. If the Messe und Congress Centrum Halle Münsterland should have advanced expenses on behalf of the Event Organizer, which would have to be reimbursed based on the contractual agreements, the Event Organizer shall be required to reimburse such costs in any event. The unavailability of individual artists or the failure of multiple participants to arrive as well as inclement weather, including snow, ice and storms shall under no circumstances be considered cases of "force majeure."

#### § 19 Exercising of the Domiciliary Right

1. The Messe und Congress Centrum Halle Münsterland and any persons it assigns shall have the domiciliary right vis-à-vis the Event Organizer, Event Organizer's visitors and third parties for the duration of the Lease.
2. The Event Organizer and Event Organizer's event manager shall undertake to ensure the proper and secure performance of the event within the leased assembly venues.
3. The individuals assigned by the Messe und Congress Centrum Halle Münsterland shall be given free access to the Leased Property at any time in conjunction with their right to exercise domiciliary rights.

#### § 20 Abortion of Events

In the event that cardinal contractual obligations, security relevant provisions should be breached and in the event of special risk scenarios, the Messe und Congress Centrum Halle Münsterland shall have the option to demand that the Event Organizer promptly clear out and surrender the subject matter of the Agreement. If the Event Organizer should fail to comply with the pertinent order, the Messe und Congress Centrum Halle Münsterland shall have the right to have the evacuation performed at Event Organizer's expense and risk. In such a case, the Event Organizer shall continue to owe payment of the full remuneration.

#### § 21

##### Compliance with Event Specified Security Provisions

1. If adornments / decorations should be brought into the Leased Property for the event, or if podiums, stages, tribunes, scenery areas should be used, erected or if stage, studio, lighting technology or other technical equipment should be set up, compliance with the "Security Policies of the Messe und Congress Centrum Halle Münsterland shall be mandatory.
2. If tradeshows or exhibits should be hosted and the exhibit booths should be set up in the halls or outdoors, the "Special Terms and Conditions for Tradeshows and Exhibits of the Messe und Congress Centrum Halle Münsterland" and the respective effective, "General Tradeshaw and Exhibit Terms and Conditions of the Professional Association of Fairs and Exhibits (Fachverband Messen und Ausstellungen e.V.)" shall also apply. The Event Organizer shall undertake to pass on these provisions to Event Organizer's exhibitors along with their registration documents.
3. The (security) terms and conditions specified under Nos. 1 and 2 shall be sent to Event Organizer in writing upon request ([www.halle-muensterland.de](http://www.halle-muensterland.de)). = Direct Download.

#### § 22 Data Privacy Information

The Data Privacy Information is attached to this document.

#### § 23 Final Provisions and Place of Jurisdiction

1. The Lease shall be governed exclusively by German law. The place of fulfillment and jurisdiction shall be Münster, Germany.
2. If individual clauses of these General Leasing Terms and Conditions should be or become ineffective, this shall not affect the effectiveness of the

## **GENERAL LEASING TERMS AND CONDITIONS**

Messe und Congress Centrum Halle Münsterland GmbH  
remaining provisions of the Contract. In this case, the invalid provisions shall  
be supplemented or modified in such a manner that the purpose intended is  
attained.

Status May 2018

## **DATA PRIVACY INFORMATION FOR CUSTOMERS AND PROSPECTS**

Data Protection Information Pursuant to Art. 13 and 14 of the General Data Protection Regulation (GDPR)

### **1. Controller and Data Protection Officer**

The Controller responsible for the processing of personal data is:

Messe und Congress Centrum Halle Münsterland GmbH  
Albersloher Weg 32  
48155 Münster  
Tel.: 0251/6600-0  
Email: info@mcc-halle-muensterland.de

You can reach out Data Protection Officer at:

Uwe Drath  
c/o Messe und Congress Centrum Halle Münsterland GmbH  
Albersloher Weg 32  
48155 Münster  
Email: datenschutz@mcc-halle-muensterland.de

### **2. Type of Personal Data**

We process your personal data exclusively within the scope of the statutory provisions. This includes the following categories of personal data: Master data (e.g. last name, first name, address), contract data (e.g. customer number, usage data, order data), credit check information, customer history and bank data.

### **3. Purpose and Legal Fundamentals for the Processing of Personal Data**

#### **3.1 Data Processing for the Purpose of Negotiating and Processing Contracts (Art. 6 Sect. 1 lit. b GDPR)**

Data is processed upon your request and is necessary for the negotiation, performance and billing of your contract, e.g. the lease of premises, the performance of an event, exhibit, the delivery, billing of services and correspondence.

#### **3.2 Data Processing Based on Your Consent (Art. 6 Sect. 1 lit. a GDPR)**

If we have obtained consent for the processing of personal data for specific purposes (e.g. sending of a newsletter, customer magazine), the processing of data is legitimate based on this consent. Any consent given may be revoked at any time. This also applies to the revocation of declarations of consent you have given us prior to the effective date of the GDPR on May 25, 2018. The revocation of consent affects all future transaction and does not affect the legitimacy of the data processed until this revocation takes effect.

#### **3.3 Data Processing Based on Legitimate Interests (Art. 6 Sect.1 lit. f GDPR)**

We process your data in a legitimate way to protect our legitimate interests. This also includes the use of your data for

- The assertion of legal entitlements and defense in litigation matters
- The safeguarding and exercising of our domiciliary right by implementing certain measures, including video surveillance to protect our customers and employees as well as the securing of evidence in the event of crimes and with the aim to prevent crimes.
- Actions aiming at the improvement and development of services and products with the aim of being able to offer you customized interactions with tailored services and products.
- In consultation with and to share data with credit reporting agencies (e.g. Schufa, Creditreform) to determine credit ratings and payment default risks, in particular if the requirements of § 31 BDSG-New apply.
- Postal advertising of our own, if you do not object to such activities.

### **3.4 Data Processing Based on Statutory Provisions (Art. 6 Sect. 1 lit. c GDPR) or in the Interest of the Public (Art. 6 Sect. 1 lit. e DS-GVO)**

As a company we have to meet a large number of statutory mandates. Primarily these statutory requirements (e.g. tax laws, German Trade Law, BGB) make it necessary for us to process your data to meet the mandates of these laws.

Moreover, we may be required to disclose personal data in conjunction with government agency / court enforced measures for the purpose of gathering evidence, prosecuting crimes or enforce civil law based entitlements.

### **4. (Categories of) Recipients / Sharing of Personal Data / Countries Outside of the EU / EER**

Within our company, only those individuals will have access to your data who need it to fulfill the abovementioned purposes.

It is also possible that service providers and agents commissioned by us may receive data for this purpose, if they provide guarantees that they have implemented suitable technical and organizational precautions that ensure that the processing of your data will be in compliance with the GDPR and warrant the protection of the rights of the affected data subjects.

Under these conditions, recipients of personal data may include: Third party data processing centers, support/maintenance organizations, EDP/IT applications, energy utilities, financial services, printing services, data eradication services, logistics companies, government agencies.

### **5. Duration of the Archiving or Deletion of Personal Data**

We store your personal data for the abovementioned purposes (see 3. Purpose and Legal Fundamentals for the Processing of Personal Data). Your data will be processed for the first time as of the time of collection, if you or a third party share such data with us.

We will delete your personal data as soon as our contractual relationship with you has ended, we have met all mutual obligations and no further statutory retention periods or statutory justification grounds exist for the storage of your data. This includes, among other things, retention obligations arising from the German Trade Law (Handelsgesetzbuch = HGB) and the German Tax Code (Abgabenordnung = AO). This means that we will delete your personal data at the latest upon expiration of the statutory retention periods, which usually span 10 years after the end of the contractual term.

Within the scope of staying in touch with you, contact data and communications data will be archived and used if necessary for the respective purpose of communication or if it is practical as part of reasonable business practices.

If you subscribe to our newsletter or participate in sweepstakes we host, we will store and use your data accordingly until you unsubscribe from the newsletter or we cancel the publication of the newsletter. Your consent and the information about the information we have sent you in the past will be stored by us until potential omission entitlements at your end have expired. However, we will not use this data for the sending of other newsletters. The data processing details can be derived from the terms and provisions of the respective sweepstakes.

# DATA PRIVACY INFORMATION FOR CUSTOMERS AND PROSPECTS

## Data Protection Information Pursuant to Art. 13 and 14 of the General Data Protection Regulation (GDP)

### 6. Rights of Data Subjects / Your Rights

If you have questions or grievances related to data privacy, we encourage you to get in touch with our data protection officer (see contact information at the beginning of this document). Your rights comprise the following

- Right to rectification pursuant to Art 16 GDPR,
- Right to eradication pursuant to Art. 17 GDPR,
- Right to restricted processing pursuant to Art. 18 GDPR,
- Right to object pursuant to Art. 21 GDPR and the
- Right to transferability of data pursuant to Art. 35 GDPR.

Furthermore, you have the right to log a complaint with the competent supervisory agency (State Representative for Data Protection and Freedom of Information of North Rhine Westphalia, Kavalleriestr. 2-4, 40213 Düsseldorf).

#### 6.1 Right to Object

If we are exercising the right to process data in order to protect our legitimate interests (see 3.3 Data Processing Based on Legitimate Interests), you have the right to object to the processing of this data at any time for grounds arising from your special situation.

If you object to the processing of your personal data, we will no longer process your data, unless we are in a position to document that we have compelling protection worthy grounds for the processing of your data that outweigh your interests, rights and freedoms or if the processing aims at the claiming, exercising or defense of legal rights.

We may also process your personal data for direct advertising purposes. If you do not want to receive advertising, you have the right to object to such promotions at any time.

This also includes the right to object to the processing for advertising purposes.

To object, please submit your request with our customer service (contact information at the beginning of this document).

#### 6.2 Right to Revoke Consent

You may revoke any consent to the processing of your personal data that you have given us (see 3.2 Data Processing Based on Your Consent) at any time. Please remember that such a revocation will not be effective retroactively and will only affect future transactions.

To revoke your consent, please submit your request with our customer service (contact information at the beginning of this document).

### 7. Provision of Personal Data

In conjunction with our business relationship, you will have to provide personal data that is required for the initiation and processing of the business relationship and the fulfillment of the affiliated contractual obligations or data we are required to collect by law. Without this data, we will not be able to enter into a contractual relationship.

### 8. Automated Decision-making Tool

We do not deploy any automated decision-making tools pursuant to Art. 22 GDPR to establish and process a contractual relationship. We also do not collect or use probability or score values.

### 9. Data Sources

We process personal data we receive from our customers in conjunction with our business relationship.

If required for the rendering of our services, we also process personal data we receive from publicly accessible sources, e.g. debtor registers, registers of deeds, trade and association registers, the media or online in a permitted manner. Moreover, we use personal data we receive from third parties, such as credit rating agencies.

### 10. Change Clause

Given that our data processing activities are subject to change, we will also update our data privacy information from time to time.

Status May 2018