



General Terms for Events

§ 1 Sphere of validity

1. The darmstadtium (also referred to below as the "assembly place") is operated by Wissenschafts- und Kongresszentrum Darmstadt GmbH & Co. KG (referred to below as "WKD"). It is represented by Wissenschafts- und Kongresszentrum Darmstadt Verwaltungs-GmbH. These General Terms for Events apply to the leasing of event areas, halls and rooms, to the provision of services and works accompanying events and to the provision of mobile facilities and technology.

2. These General Terms for Events also apply to undertakings and persons acting commercially for all contractual relationships in future that concern WKD. Additional or contradictory conditions of contract on the part of our customers do not apply unless these have been expressly recognised by WKD in writing. If deviating agreements have been made with the customer in the contract, these agreements always have priority over the relevant regulations within these General Terms for Events.

§ 2 Realisation of the contractual relationship

1. Verbal, electronic or written reservations for a certain event date only leave the option for a conclusion of contract at a later date open. They are only issued with a time limit and are non-binding with regard to the conclusion of a contract at a later date. They end at the latest upon expiry of the (return) deadline stated in the reservation or in the contract. There is no claim to extend an expiring option. Reservations and event options cannot be transferred to third parties. Even if an event has been held several times or the rooms and areas have been provided at certain dates for several times, these do not justify any rights for the future, unless an individual provision has been made to this effect in the contract.

2. Event contracts must be concluded in text form (written or digital) and signed either manually or electronically by both contracting parties in order to be effective. Should the Darmstadt Science and Conference Centre hand over to the Organiser copies of a proposed Contract that have not yet been signed, either electronically or manually, the Contract will not come into effect until the Organiser signs said Contract copies either manually or digitally, returns them to the Darmstadt Science and Conference Centre by the deadline set in the Contract, and receives in return a manually or electronically countersigned copy of the Contract. The requirement for text form with a simple electronic signature shall be deemed to have been met if the Contract is signed and then sent to the other contracting Party electronically, either as a fax or as a PDF attachment to an email.

3. For all additional orders placed after the conclusion of the Contract, a simple corresponding, unsigned statement in text form must be sent to the other contracting Party, who must then send confirmation of the order in text form in return. Any agreements made verbally or over the phone regarding order placement or changes to existing orders must likewise be promptly confirmed in text form. Providing all the above requirements are observed, all orders placed following conclusion of the Contract shall be binding for both Parties. Any requirements for and the corresponding setup of technical media and event equipment communicated a short notice may also be confirmed by virtue of a handover certificate.

§ 3 Contractual parties, organiser, representative authorised to make decisions

1. The parties to the contract are WKD and the organiser designated in the contract. If the organiser holds the event for a third-party (e.g. as an agent), he must disclose this to WKD and nominate the third-party to WKD in writing, at the latest upon conclusion of contract. The organiser remains responsible as the contractual partner of WKD for all the duties to which the "organiser" is subject under the phrasing of these General Terms for Events. A change of organiser or leasing of the assembly place, at a charge or free-of-charge, in full or in part, to a third-party requires express approval from WKD in writing.

2. Before the event, the organiser must nominate a representative authorised to make decisions and charged with heading the event by name to WKD in writing. At the request of WKD, this representative assumes the function and duties of a head of event in accordance with the Hessian Assembly Place Directive (H-VStättR¹).

3. In case of non-compliance with the duties to which the organiser is subject under these General Terms for Events, this can lead to the event being restricted or cancelled.

§ 4 Subject of the Contract, procurement principles, contractual penalties

1. The object of this contract is leasing spaces and rooms within the designated assembly place for the purpose of use stated by the organiser and the provision of services accompanying the event. The letting of the event venue shall be based on officially approved escape route and seating plans with specified visitor capacity. The exact designation of the usage object, the maximum visitor capacities and the purpose of use shall be written in the contract or as an appendix to the contract. If no information about visitor capacities is provided, the organiser may inspect the existing, approved escape route and seating plans at any time while presenting its event plans. Regulatory ordinances and orders from authorities to reduce visitor capacities must be observed. The organiser must ensure that the permitted number of visitors admitted to the event venue is not exceeded under any circumstance.

2. The organiser is given a restricted right of use for the duration of his event for the use of the general traffic areas, footpaths, toilets, wardrobes and entrance areas. In particular, the organiser must tolerate third parties also using these areas. If several events are being held simultaneously in the assembly place, each organiser must behave in such a way that mutual disturbances of another event do not occur, to the extent that this is possible. The organiser does not have a contractual claim that the event of another organiser is restricted.

3. The functional rooms and areas contained in the assembly place, such as workshops, technical rooms and offices, are not an object of the contract and are not hired to the organiser, unless some other agreement has been made in the contract or in an Annex to the contract. This also applies to all walls and building areas as well as to windows, ceilings and wall surfaces outside the assembly place, especially in general traffic areas and entrance areas.

4. A change to the title of the event stated in the contract, to the timing of the event, to the type of event, to the agreed contents of the event, to the purpose of use, to a change in the contractual partner as well as any kind of "third-party leasing" (e.g. sub-letting for or without a charge) requires prior written approval from WKD. Approval can be rejected without having to state reasons. Approval is only possible if the interests of WKD are not impaired, especially with regard to events already existing or planned.

5. Procurement principles, contractual penalties:

- (1) By concluding the Contract, the Organiser acknowledges that it does not tolerate any racist, anti-Semitic, Islamist, anti-democratic, unconstitutional or unlawful content that constitutes a criminal offence in accordance with Sections 86, 86a, 90, 90a-c, 111, 130, 140, 185, 186, 187, 192a, 241 of the German Criminal Code (StGB) or Section 20, Para. 1(5) of the German Associations Act (Ver-einsG). The Organiser undertakes to:
 - actively intervene in case of breaches of Clause 1 that occur during the event;
 - exclude from the event participants and visitors who breach the principles stated in Clause 1 (enforcement of House Rules);
 - call a temporary halt to the event in case of persistent breaches; and
 - cancel the event in case of further persistent breaches.
- (2) Should the Organiser culpably breach its contractual duties as outlined in Section (1), Clause 2, the Organiser shall be required to pay to the Darmstadt Science and Conference Centre a contractual penalty for each breach, the amount of which is to be decided at the reasonable discretion of the Darmstadt Science and Conference Centre but must not exceed 50,000 euros; in the case of a dispute, the penalty shall be subject to judicial review. This does not affect any claims for further damages that take the paid contractual penalty into account, nor does it affect the right to terminate the Contract for cause.
- (3) The Darmstadt Science and Conference Centre reserves the right to make at all events a statement against discrimination of all kinds, especially anti-Semitism, and for democracy.

§ 5 Duration of leasing, handover, times of use

1. Prior to the event, as a rule with the start of the set-up, each contracting party may demand the joint inspection and survey of the event areas provided as well as of the emergency exits and escape routes. If the event organiser discovers any defects or damage to the contractual object, such defects or damage shall be promptly brought to WKD's attention in writing. Both parties may request the preparation of a handover report in which the condition and

¹ H-VStättR = Hessische Versammlungsstättenrichtlinie – Assembly Room Regulations



any defects or damage are to be recorded. If preparation of a handover report is waived, it shall be assumed that there are no identifiable defects beyond normal signs of use at the time of the inspection. If the organiser discovers damage at a later point in time or if the organiser or its visitors cause damage, the organiser is obligated to notify WKD immediately. The organiser is advised to photograph any recognisable prior damage and to notify WKD of such damage electronically prior to the event, if possible. The principle of automobile renting applies if a handover protocol is not available.

2. The organiser must ensure that the areas in the assembly place leased to him, including the facilities located on and within the site, are treated with care and are kept in a clean state. Any kind of damage must be reported to WKD without delay. If there is an imminent danger of the hazard escalating, the organiser must immediately take the action required to minimise the consequences of damage.

3. All objects, extensions and decorations brought into the assembly place by the organiser must be removed completely by him by the agreed end of disassembly and the original state restored. Once the time of use has expired, the objects can be removed at a charge at the organiser's expense. If the object of contract is not handed back in good time in a cleaned state, the organiser shall in all cases pay a recompense for use corresponding to the basic costs of provision. The pursuit of further-going claims due to late hand-back of the leased property remain reserved.

§ 6 Contractual fees, provision and ancillary costs, additional services Price adjustment

1. Apart from leasing the agreed rooms, the contractually agreed fee includes the costs for the one-time seating in accordance with the seating plan, heating, ventilation, general illumination of the house and rooms and a general cleaning of the leased rooms as maintenance cleaning. Additional services and auxiliary costs, such as the provision and operation of technical event facilities, shall be remunerated separately.

2. If more than 6 months elapses between the conclusion of the contract and the event being held, the agreed fees may be adjusted by up to 3% to reflect current market price developments in accordance with the overview of costs and services. This applies in equal measure to increases and decreases. A price adjustment can be implemented once yearly, calculated from the conclusion of the contract. An increase within this framework is only permissible if it is not due to circumstances for which WKD is unilaterally responsible. If a price increase leads to an unreasonable increase in the total fee to be paid, the contracting parties shall enter into renegotiations on the amount of the price increase.

3. The calculation and pricing for services relating to events is based on the required planning and preparation times, which may extend to several months in advance of the event in question. Where orders for additional services are placed with the Organiser at short notice (i.e. less than 4 weeks prior to the event in question), said orders shall only be accepted by the Darmstadt Science and Conference Centre on the condition that it is still possible to provide the services in question. For orders placed at short notice, the regular prices may be increased by up to 50%. The Organiser shall be notified of this expressly for all orders placed at short notice, and will receive an overview of the costs and services which it must then confirm.

4. WKD's technical equipment for events (e.g. lighting, sound, audio, video, WLAN networks etc.), including the specialist WKD personnel, are exclusively available for all events. The services and personnel costs shall be invoiced separately to the organiser at normal market prices. The organiser is not entitled to bring such outside technology into the WKD or to remove pre-installed technical equipment from the rooms (also see Item 3.1 of the Safety Regulations).

5. The contractually agreed fee, including all additional services ordered to this date and calculated auxiliary costs, must be received on the bank account stated by WKD in the full amount at the latest 4 weeks after the conclusion of contract, unless different maturities have been agreed in the contract. In order to secure its claims, WKD is likewise entitled to demand a down-payment or bond for all additional services ordered after the conclusion of contract

6. WKD is entitled from 14 days prior to the start of the event to add a surcharge of up to 20% for the additional expense of providing or changing (additional) services at short notice, insofar as these can be implemented

7. All services and auxiliary costs incurred will be charged after performance of the event, whilst offsetting any down-payments already made.

8. Payments are due within 14 days from issue of invoice without discount. WKD is entitled to send invoices electronically as PDF files without signature in accordance with Article 233 Paragraph 1 Clause 2 MvStSystRL. Default interest will be charged in case of default of payment. In case of undertakings and persons acting commercially, this is 9% above the basis interest rate of the European Central Bank (ECB) and for natural persons it is 5% above the basis interest rate of the ECB. Evidence of higher default damages remains reserved for WKD.

§ 7 Advertising and liability for illegal promotions

1. Advertising for the event is the responsibility of the organiser. Promotions in the rooms and on the premises of assembly place require permission from WKD. In agreement with WKD, advertising can be promoted for a fee. WKD is entitled to refer to the event in its event schedule and on the Internet.

2. The Organiser hereby indemnifies the Darmstadt Science and Conference Centre from all third-party claims arising from breaches of third-party rights, including but not limited to copyright, naming rights, trademark rights, competition rights, image and data protection rights and personality rights, or of other legal regulations, that result from the use of image and audio files and other trademark and brand-protected content provided by the Organiser for the promotion of the Organiser's event in the following media:

- Event calendar
- Website
- Social media platforms (e.g. Instagram, TikTok, Facebook)
- Newsletters and brochures
- Newspapers, magazines and comparable media (both digital and print)
- Promotional materials and tickets

This indemnification obligation also covers the costs of any necessary written warnings, court proceedings and prosecutions.

3. The name of the organiser shall be stated on all printed matter, posters, entrance tickets and invitations. This shall ensure that a legal relationship only arises between the organiser and the visitor and not between the visitor and WKD.

4. The organiser is obliged to announce clearly and unmistakably that he is the organiser and not WKD during all promotions, especially in all publications and talks with third parties.

5. If the name "darmstadtium" is stated on announcements of any kind on printed matter, posters and entrance tickets (also on the Internet), only the original lettering and/or the original logo may be used. The relevant templates shall be provided by WKD solely for this purpose.

6. WKD is entitled to refer to the event in its event program and on the Internet and to make image and sound recordings of the event free of charge for the purpose of marketing the event venue and to distribute these, unless the organiser objects in writing..

§ 8 GEMA, GVL

1. The organiser is solely responsible for the timely registration and payment of fees for the performance or reproduction of works protected by ancillary copyright with GEMA (Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte) – or with GVL (Gesellschaft zur Verwertung von Leistungsschutzrechten mbH). WKD may demand from the event organiser 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 in due time before the event. If the event organiser is not willing or able to provide proof of payment of the fees, WKD may demand payment of a security deposit in the amount of the fees expected to be due from the event organiser in a timely manner no later than 14 days prior to the event

§ 9 Official permission, legal reporting duties, levies

1. The organiser must fulfil all officially and legally prescribed duties of notification, information and approval for the event at his own expense.

2. The organiser must comply with the pertinent regulations valid at the date of the event, especially those of the State Construction Ordinance, the Work Safety Act, the Trade Ordinance, the Youth Protection Act, the accident prevention provisions of the trade associations and the regulations of the Hessian Assembly Place Directive (H-VStättR).

3. For events held on Sundays and public holidays, the Organiser is responsible for applying for permits for both the Organiser and any service providers



sub-contracted by the Organiser, particularly for legal exemptions in accordance with the German Sundays and Public Holidays Act (Feiertagsgesetz – FTG) and the German Working Hours Act (Arbeitszeitgesetz – ArbZG). The organisation of trade fairs and exhibitions in accordance with German commercial law and obtaining the associated exemptions in accordance with the FTG are likewise the sole responsibility of the Organiser. If and insofar as the Organiser intends to hold an event that is not exempt from the provisions of commercial law on a Sunday or public holiday, it is recommended that the Organiser submit an advance application to the responsible authority. In all cases, the risk associated with obtaining a permit shall be borne by the Organiser. This shall continue to apply even if the Darmstadt Science and Conference Centre states that it is prepared to handle the application process on behalf of the organiser or to send the necessary documents to the responsible authorities.

4. The organiser bears the taxes arising from the performance of the event. In the case of all artists arranged by the organiser, the organiser is likewise solely responsible for the payment of the due social security contributions to the artists' social fund and for the payment of income tax and value-added tax for (foreign) artists with limited tax obligations.

§ 10 Radio networks/W-LAN, audio and visual recordings

1. The organiser is not entitled to set up his own radio network or W-LAN network or to operate W-LAN access points. If it is essential for an event that the organiser deploys his own radio network, this requires written permission from WKD. If W-LAN networks are operated without permission, these will be shut down without prior notice. WKD reserves the right to pursue claims to damages due to disturbances to WKD's own W-LAN network.

2. LAN connections are provided per PC/device. It is not permitted to connect distributor systems (hubs/switches) to these connections. If it is essential for an event that distributor systems are deployed, this requires written permission from WKD. Hubs or switches operated without permission will be shut down without prior notice. WKD reserves the right to pursue claims to damages due to disturbances to WKD's own LAN infrastructure.

3. Audio recordings, visual/audio recordings, visual recordings and other recordings and transmissions of the event of any kind (radio, TV, Internet, loudspeakers etc.) require not only the approval of the holders of copyrights and ancillary rights involved, but also written permission from WKD. WKD is entitled to make its permission dependent on the agreement of remuneration to be paid to it.

4. WKD has the right to produce or have produced visual/audio recordings, drawings of procedures at events or objects exhibited or used for the purpose of documentation or for its own publications, insofar as this is not contradicted by the organiser.

§ 11 Catering, merchandising, signs, notices

1. Unless regulated otherwise in the contract, WKD has the sole rights to gastronomic catering in the assembly place along with the catering undertakings contractually bound to it.

2. Without prior written approval from WKD, the organiser is not allowed to appoint commercial operators of any kind (photographers, flower sellers, actors etc.) to his events or to become commercially active himself beyond the direct performance of the event. If permission has been given by WKD, a percentage of the revenue (to be established separately) must be surrendered to WKD.

3. The assembly place operates an electronic guidance system, which is supplemented by WKD with normal signs as and when required. The organiser is not permitted to install his own signposts, time schedules or other notices in the assembly place in excess of these. Exceptional permission for purposes of decoration or for the house brandings are issued solely in writing by WKD after a prior written enquiry on a case-by-case basis. Notices etc. installed without permission will be removed at the organiser's expense without prior notification.

§ 12 Wardrobes

1. The visitor wardrobes are available to the organiser free-of-charge for the event. The personnel required to attend to the wardrobes shall be provided by WKD at a charge as an additional service at the request of the organiser. If an order for attendants to the wardrobes is not issued, WKD shall not assume any duties of safeguarding for items deposited in the wardrobe. In this case, the organiser bears the risk of liability for visitor items missing from the wardrobe.

2. If the organiser does not order attendants for the wardrobes, WKD shall decide whether attendants shall be provided for the wardrobes and if so, in what scope. If attended, the wardrobe fee is to be paid by the visitors in accordance with the notified tariff. In such a case, the fees taken for the wardrobe accrue exclusively to WKD.

§ 13 Fire brigade, police and ambulance service

1. The fire brigade, police and ambulance service are informed by WKD depending on the type and size of the event or in consultation with the organiser. The scope of these services (number of people to be put on-call) depends on the type of event, the number of visitors, the risks specific to the event and any possible official deliberations in the individual case. The organiser shall bear the costs caused by the presence and deployment of such services.

§ 14 Entry personnel and security staff

1. Only qualified personnel may be deployed as entry personnel and security staff. These people must be sufficiently familiar with the assembly place in case it needs to be cleared in an emergency. WKD shall provide the necessary entry personnel and security staff at the organiser's expense.

2. The number of the necessary entry personnel and security staff is determined by the type of event, the number of visitors, the potential risks of the event and by any additional requirements made by the construction and security service authorities. The costs likely to be incurred shall be stated to the organiser, if possible, even upon conclusion of contract.

§ 15 Person responsible for event technology

If technical stage, studio or lighting facilities need to be assembled for the event, a "Person Responsible for Event Technology and/or Specialists for Event Technology" shall be appointed in accordance with § 40 H-VStättR at the organiser's expense.

§ 16 The organiser's liability

1. The organiser bears the duty of traffic safety in the assembly place with regard to all equipment, assemblies, notices and decorations he brings in and for ensuring that his event runs without dangers.

2. The organiser must hand back the assembly place to WKD in the state in which he took it over from WKD. The organiser is liable for all damages caused by him, his vicarious agents or by the participants in his event in the context of the event. Application of section 831 (1) (2) of the German Civil Code (BGB) is excluded.

3. Damage caused by or at the event lie in the organiser's sphere of risk, insofar as it is justified by the type of event, its participants or by the contents or procedures at the event. Insofar, the organiser is also liable for damage that arises through riots or as a result of demonstrations against the event or by comparable happenings caused by the event.

4. Apart from personal injuries and damage to the assembly place and its facilities, the organiser's scope of liability also includes losses caused by the fact that third-party events cannot be held or do not run as planned.

5. The organiser shall release WKD from all third-party claims, which arise in connection with the event, insofar as these are the responsibility of the organiser, his vicarious agents or of participants or visitors. Any co-culpability of WKD and its vicarious agents shall be taken into account in proportion to the amount. WKD's responsibility for the safe state and maintenance of the assembly place in accordance with § 836 BGB likewise remains unaffected.

6. The organiser is obliged to conclude an indemnity insurance policy for the event with coverage of personal injuries and material damage amounting to at least Euro 5 million and at least Euro 100,000 for asset losses. The indemnity insurance shall be maintained over the entire period of the contract between the customer and WKD and demonstrated at the latest 21 days before the start of the event.

§ 17 WKD's liability

1. WKD's liability independent of culpability for damages caused by concealed defects (§ 536 a Paragraph 1, 1st Alternative BGB) in the assembly place and its facilities upon conclusion of contract is excluded. This does not affect a claim to a reduction of remuneration due to defects, insofar as WKD has been notified of the defect (providing the defect can be noticed and rectified) or of the intent of reduction during the time that the assembly place is leased.



2. WKD assumes no liability for the loss or damage of objects, equipment, assemblies or other items of value brought in by the organiser, unless an agreement has been made for a charge or for special safeguarding. At the request of the organiser, a security company authorised under § 34a GewO can be commissioned to guard alien property at the organiser's expense.

3. WKD is liable to recompense material damage and asset losses incurred by an organiser due to a grossly negligent or malicious violation of duty on the part of WKD, or if WKD has given a specific guarantee for the services to be performed. Further-going liability on the part of WKD for a recompense of damages is excluded, with the exception of liability for personal injuries or in case of a violation of major contractual duties (cardinal duties). Cardinal duties or major contractual duties are understood to be obligations, the fulfilment of which make the proper performance of the contract possible in the first place and whose fulfilment the contractual partner can normally rely on and expect, thus the main contractual duties.

4. If WKD is responsible for personal injuries or for the violation of cardinal duties, then in deviation to Item 17.3, WKD is liable under the legal regulations, even for an infringement of duty based on simple negligence. However, if cardinal duties are violated, WKD's obligation to recompense damages in cases of simple negligence is limited to the direct, average damages typical for the contract foreseeable under the type of contractual agreement.

5. The limitations on liability under the foregoing Items 17.3 and 17.4 also apply in favour of the legal representatives and the vicarious agents of WKD.

§ 18 Cancellation, withdrawal, extraordinary termination

1. If the organiser does not perform the event at the agreed point in time for a reason for which WKD is not responsible, the organiser is then obliged to pay a cancellation fee referred to the agreed remuneration for use. The same applies if the organiser withdraws from the contract or terminates it in an extraordinary manner without accruing an individually agreed right or a right of termination and withdrawal is urgently prescribed by law. In these cases, the cancellation fee depends upon the agreed remuneration for use as follows:

- Up to 9 months before the start of the event 30 %,
- Up to 6 months before the start of the event 45 %,
- Up to 3 months before the start of the event 75 %,
- Less than 3 months before the start of the event 90 %

Pro-rata compensation for cancellation shall also be due if the event is downsized or partially cancelled. Cancellation, termination or withdrawal require the written form and must be received by WKD within the stated deadlines.

2. Costs incurred as a result of the cancellation of the event for services already commissioned from third parties (security service, medical service, fire brigade, cloakroom personnel, technical services, etc.) shall be reimbursed by the organiser on a case-by-case basis upon presentation of proof, insofar as they are not included in the usage fees in accordance with section 18.1 and listed therein.

3. The organiser shall be at liberty to prove that no damage or substantially less damage has been incurred or that the expense is lower than the demanded compensation for loss of use.

4. If WKD is able to lease the assembly place to a third-party for a charge after a date has been cancelled, the damages pursuant to Item 18.1 and 18.2 remain in place, insofar as leasing to this third-party would also have been possible at another date and/or this does not yield the same coverage sum.

5. If major contractual duties are violated, WKD is entitled to terminate the contract in an extraordinary manner or to withdraw from the contract, particularly in the following cases:

- a) the payments to be made by the organiser (remuneration for use, down-payments, securities etc.) are not received on-time
- b) the official authorisations or permissions required for the event have not been issued
- c) the purpose of use stated in the contract has been significantly changed without the approval of WKD
- d) upon conclusion of contract, especially in stating the purpose of use, the organiser does not disclose that the event will be performed by a "radical, political, religious or quasi-religious" association or that the event has corresponding contents

- e) the organiser violates legal regulations or the provisions of safety and fire protection
- f) the organiser fails to fulfil his duties of notification, information and payment under law and to official offices – only insofar as these are connected to the event – or assumed under the contract towards WKD, towards official offices or towards GEMA/GVL
- g) insolvency proceedings are opened against the assets of the organiser or the opening of insolvency proceedings is rejected due to a lack of mass and the organiser, or in his place, the insolvency administrator, fails to fulfil the obligations under the contract or does not do so on-time

6. If WKD avails itself of its right of withdrawal for one of the reasons stated in Item 18.5 a) to g), the claim to payment of the agreed remuneration remains in place, although WKD must allow saved expenditure to be offset.

7. Before declaring withdrawal or issuing extraordinary termination, WKD is obliged to set a deadline for the organiser with the threat of rejection, insofar as the organiser – in consideration of all the circumstances - is able to rectify the reason justifying withdrawal or extraordinary termination without delay.

8. If the organiser is an agency, WKD and the agency accrue a special right of termination if the agency's client withdraws from or terminates the order. This special right of termination cannot be exercised unless the agency's client assumes all rights and duties under the existing contract with WKD completely and, on the demand of WKD, furnishes adequate security.

§ 19 Force Majeure, intervention in the supply network

1. Force majeure is an external event that has a massive effect on the contractual relationship, is unforeseeable by human judgement and experience, and which cannot be prevented or made harmless through economically bearable means or through extreme care that is appropriate to the situation.

2. If an event cannot be held as planned at the agreed time due to force majeure, both parties shall be entitled to withdraw from the contract if they are unable to agree on rescheduling the event.

3. In the event of withdrawal or rescheduling, the event organiser remains obliged to settle all expenses already incurred by the operator. Such expenses shall include the costs of any third-party services already commissioned as well as the operator's expenses incurred in preparing to hold the event. Irrespective of the actual amount, such expenses may be compensated at a flat rate of up to 25 per cent of the agreed fees, unless the organiser objects. If said expenses are invoiced according to actual expenditure, there is no limit on the amount. Apart from that, both parties shall be released from their duties to render payment and performance.

4. The number of attendees present at the event as well as the cancellation of speakers, presenters, artists and other event participants shall fall within the event organiser's sphere of risk. The latter shall also apply to events externally affecting the event, such as demonstrations and threats, which are usually influenced by the type of event, its content and the media perception of the event. It is recommended that the event organiser take out contingency insurance for their event, if and insofar as it would like to appropriately secure itself against the associated financial risks.

5. Interruption or severe restriction of the energy supply for the event venue, in particular through interventions in the supply network and by orders from authorities which lie outside the sphere of influence of the operator, shall be deemed equivalent to a case of force majeure. In such a case, assertion of claims for damages and reimbursement of expenses shall be excluded for both contracting parties.

§ 20 Termination of events

In the case of violation of major contractual duties, regulations relevant to safety and if specific hazards exist, WKD can demand the immediate clearance and return of the object of contract from the organiser. If the organiser fails to comply with such a demand, WKD is then entitled to order clearance at the expense and risk of the organiser. In such a case, the organiser remains obliged to pay the full remuneration.

§ 21 Observance of safety regulations related to the event

1. It is essential that the "Safety Regulations for the darmstadtium" are observed if decorations are brought into the rooms leased for an event, if stages/stands/props areas are used or set up, or if stage, studio, lighting or other technical equipment is assembled.



2. On request, the organiser shall be sent the "Safety Regulations" in writing or electronically, unless these are attached to the contract.

§ 22 Data processing, data protection

1. WKD leases to the organiser the property described in the contract to perform events and to provide services accompanying the event with its own staff and through commissioned service providers. In order to fulfil the contractually agreed purposes of business, personal data transmitted by the organiser to WKD are also processed, in accordance with the provisions of the EU General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG). The event organiser is obligated for its part to inform all data subjects whose data is transmitted to WKD in the course of the planning and execution of the event regarding the purposes identified in section 22 clauses 2 to 5.

2. Providers of services accompanying an event receive personal data of the organiser and his contact persons authorised to make decisions from WKD to enable them to provide their services, insofar as this is necessary to execute the contract or corresponds to the legitimate interests of the organiser pursuant to Art. 6 Para. 1 (f) GDPR. In addition, WKD uses the organiser's data for mutual information and communication before, during and after an event and for its own offers accompanying events.

3. Personal data of the organiser, his head of events and his contact persons authorised to make decisions can also be transmitted to the responsible offices or authorities, especially the police, the fire brigade, the regulatory office and the ambulance/emergency service, in order to agree the respective safety concept for the event.

4. If it cannot be ruled out during the maintenance of WKD's software that a commissioned software enterprise has access to the organiser's personal data, this enterprise shall be immediately obliged to conform to the existing requirements under data protection laws and to data secrecy pursuant to § 5 BDSG.

5. WKD processes and stores all personal data it receives from the organiser for as long as is necessary to fulfil the contractual and legal duties. These data shall be deleted by WKD in compliance with tax and commercial law regulations, as a rule after 5 years, provided that the business relationship is not continued.

6. If a data subject does not agree with the storage of his personal data or if the data is incorrect, then upon appropriate notification, WKD shall arrange for the data to be deleted or blocked or shall make the necessary corrections.

§ 23: Rights of offset and retention

1. The Organiser shall only possess a right of offset claims asserted by the Darmstadt Science and Conference Centre if the Organiser's counter-claims have been legally established, are undisputed, or are recognised by the Darmstadt Science and Conference Centre.

2. The same applies to rights of retention, providing the Organiser is a merchant, a legal entity under public law, or a special fund under public law. If the Organiser is not one of the above, the Organiser is only permitted to exercise its right of retention if its counter-claim is based on the same contractual relationship.

§ 24 Concluding provisions and the place of jurisdiction

1. The place of fulfilment for all claims under the contract is Darmstadt. German law shall prevail.

2. If the organiser is an entrepreneur or does not have a general place of jurisdiction in Germany, Darmstadt is agreed as the place of jurisdiction for all disputes arising from or in connection with this contract.

3. Should individual clauses in these General Terms for Events, in the contract, in the safety regulations or in the technical provisions be or become unworkable, this shall not affect the validity of the remaining provisions. In this case, an unworkable provision shall be replaced and the legal regulations shall apply.



House Rules

The House Rules determine the rights and duties of visitors during their stay on the premises and in the event rooms and areas of the darmstadtium (referred to below as the assembly place). The respective organiser and Wissenschafts- und Kongresszentrum Darmstadt GmbH & Co. KG (referred to below as "WKD"), as operators of the assembly place, ensure that the event visitors comply with their duties.

Only visitors with valid entrance tickets or guests of the organiser may stay in the assembly place at public events that are subject to the sale of entrance tickets. Visitors must take the place stated on the entrance ticket for the respective event and only use the access paths foreseen for the purpose. Entrance tickets lose their validity on leaving the assembly place.

All facilities in the assembly place must be treated with care and used considerately. Inside the assembly place, everyone must conduct themselves in such a way that no-one else is harmed or endangered and that no-one else, in consideration of the circumstances, is unavoidably hindered or annoyed.

Smoking is not permitted in enclosed rooms. This also applies to the use of e-cigarettes. The consumption, trading and transfer of cannabis products containing THC is prohibited throughout the event venue, including in the designated smoking areas.

The closure of rooms, parts of buildings and free-standing spaces and their clearance can be ordered for reasons of security. Everybody in the assembly place and on its grounds must obey such demands without delay and leave the assembly place immediately in case of a clearance order.

Wardrobe, bag and body checks: A ban on the carrying of bags and rucksacks can be ordered for reasons of security, as can the obligation to deposit bags, rucksacks and items of clothing in a wardrobe at the normal local rates. If no such bans are in place, visitors must expect their bags to be searched and body checks made, at which the contents of containers, coats, jackets and capes will be controlled. Visitors who object to the removal of objects (which could cause a danger to the event or its visitors) by security staff shall be excluded from the event. There is no claim to a refund of entrance fees for visitors who have been denied access to the event.

No liability is assumed for valuable objects, money, keys in deposited bags, rucksacks or deposited items of clothing!

People who are recognisably under the strong influence of **alcohol or drugs** will be denied access to the event and must leave the assembly place. There is no claim to a refund of entrance fees for visitors who have been denied access. The provisions of the Youth Protection Act apply. Special regulations do not apply unless they are specifically displayed at the ticket desks and the entrance areas.

It is forbidden to carry in the following items:

- Weapons or hazardous objects and items that could cause physical injuries when they are thrown.
- Gas spray bottles, caustic or colouring substances, pressurised containers for easily inflammable gases or gases harmful to health, with the exception of normal pocket lighters and hair spray
- Containers made of brittle or shattery material
- Fireworks, rockets, Bengal fireworks, smoke powder, light balls, pyrotechnic objects
- Noisy instruments operated mechanically or electrically
- All food and drink brought along
- Animals (with the exception of assistance dogs and service dogs)
- Racist, xenophobic and radical propaganda material
- Sound or picture recording devices for the purpose of commercial use

Portrait rights: If photo, film and/or video recordings are produced at the event venue by employees of the Darmstadt Science and Conference Centre, the Organiser, or companies contracted by either Party, said recordings must not be obstructed or impaired in any other way. **All persons who enter or spend time at the event venue are informed in the House Rules about the production of photo, film and video recordings at the event venue. Recordings of participants and visitors may be published in accordance with Section 23 of the German Art Copyright Act (KunstUrhG).**

Sound volume at music events: The organiser is obliged to notify visitors if the noise at his event could reach the public at such a level that it could cause a lasting damage to hearing. In order to reduce the risk of damage, we particularly recommend the use of hearing protection. At such events, the organiser notifies of such risks in the entrance area to the assembly place and, on request, provides visitors with ear protectors free-of-charge. The

provisions of the Technical Instructions on Noise Abatement (TA-Lärm) (protection of the neighbourhood), DGUV V3 (protection of the workforce) and DIN 15905 Part 5 (protection of the public) apply.

House bans apply to all current and future events in the assembly place. A written application with justification is required to rescind a house ban. A decision will be taken on such applications within 3 months.