

## Event Terms and Conditions

### Part I: General Terms and Conditions for Events

#### Preamble

The Hannover State Capital owns and operates the Hannover Congress Centrum - hereinafter referred to as HCC - through which it provides halls, auditoriums, rooms and other function areas (hereinafter referred to as 'Assembly Facility') in accordance with these Event Terms and Conditions.

These Terms and Conditions govern the rights and obligations of HCC and the Contracting Partner (hereinafter referred to as the 'Event Organiser') with particular consideration of the provisions of the German Lower Saxon Public Assembly Facilities Ordinance [NVStättVO]. The Event Terms and Conditions form an integral part of the corresponding Event Contract. They shall apply unless otherwise provided for in the underlying Event Contract. Deviating or supplementary terms and conditions of the Event Organiser shall not apply.

For commercial event organisers who are previous customers of the HCC, the present Event Terms and Conditions shall apply as an integral part of the contract, even if these Event Terms and Conditions are not re-sent to the Event Organiser with the Event Contract.

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#### **§ 1 Conclusion of the contract, supplements to the contract, reservations**

- 1.1. Event contracts must be agreed in text form and signed by both contracting parties to be effective. Any subsequent repeal of this text form clause must also be effected in text form. As a rule, the HCC will transmit two signed copies of the Event Contract, including annexes (contract annex). After countersigning, the Event Organiser shall return a copy of the Event Contract within the return deadline stipulated therein (acceptance deadline) to the HCC (contract acceptance). The Event Contract is concluded with binding effect when it is received by the HCC.
- 1.2. If, in deviation from para. 1, the HCC sends the Event Organiser unsigned copies of a draft contract, the contract is only concluded when the Event Organiser signs two copies, returns them within the return deadline to the HCC and receives a countersigned copy back from the HCC.
- 1.3. If addenda or changes to the contract are agreed in the course of the execution of the contract, the text form shall be deemed to have been complied with if the corresponding declaration is transmitted in electronic format or by fax and is confirmed by the other party. Oral agreements must be confirmed in the same manner in text form without undue delay. A request at short notice for the installation of technical communication and entertainment systems can also be confirmed by a handover protocol.
- 1.4. Oral, electronic or written reservations for a certain date amount only to an option for the subsequent conclusion of a contract. They are granted only for a limited period and are non-binding for the subsequent conclusion of a contract. They end at the latest with the period stipulated in the reservation or the (return) deadline stipulated in the contract. There shall be no entitlement to an extension of an expiring option. Reservations and event options are not transferrable to third parties. The repeated holding of an event or the repeated provision of rooms and spaces on specific dates does not give rise to any entitlements for the future, unless an individual arrangement has been concluded in the contract.

## **§ 2 Object of the contract**

- 2.1 The Assembly Facility, as well as function rooms and areas are provided based on escape routes and seating plans with defined visitor capacities approved by the authorities for the purpose of use indicated by the Event Organiser. The Assembly Facility, maximum visitor capacity and purpose of use must be correctly designated in writing in the Event Contract or as an annex to the Event Contract. If no information is provided on the visitor capacities, the contracting Partner/Event Organiser may inspect the existing, approved escape route and seating plans at any time, subject to the description of the Event Organiser's event planning. The Event Organiser must ensure in any event that no further visitors are admitted to the event and that no further tickets are freely circulated than the number of visitors indicated in the approved escape routes and seating plan.
- 2.2 Changes to the function rooms and areas provided, changes to escape routes and seating plans, as well as superstructures and installations may be made only with the prior written consent of the HCC and after obtaining any required regulatory approvals. Any required regulatory approvals (construction permits, changes of use) must be requested and processed through the HCC. The duration, costs and risk associated with the eligibility of the event approval shall be borne entirely by the Event Organiser.
- 2.3 Unless the Event Organiser takes possession of the entire Assembly Facility, the Event Organiser does not have the right to the exclusive use of entrances/exits, lobby areas or functional areas, such as toilets, cloakrooms or outdoor areas. The Event Organiser must tolerate the use of these areas by other event organisers, their visitors and the HCC. If several events take place simultaneously at the assembly facility, each event organiser must behave in a manner that avoids disrupting the other events as far as possible. The Event Organiser is not entitled in terms of the contract to have any restrictions imposed on the event of another event organiser. During the set-up and dismantling phase, and during the event, the HCC is entitled to enter the halls and rooms at any time, including with third parties.

## **§ 3 Contracting partners, Event Organiser, representative with decision-making powers**

- 3.1 The contracting partners are the HCC as operator of the Assembly Facility and the Event Organiser as user of the Assembly Facility. If the Event Organiser is organising the event for a third party (e.g. as an agency), the Event Organiser is required to disclose this fact to the HCC, naming the third party in writing, before the contract is signed. As the HCC's contracting partner, the Event Organiser remains responsible for all obligations that are incumbent on the Event Organiser according to the wording of these General Terms and Conditions for Events. A change of event organiser or the provision of the Assembly Facility - for consideration or for free - in whole or in part to a third party requires the express written consent of the HCC.
- 3.2 The Event Organiser undertakes to unambiguously point out in all advertising means or materials, especially in all publications and discussions, that they - and not the HCC - assume the function of the 'Event Organiser'.
- 3.3 For trade exhibitions, the consent for the provision of areas to exhibitors (third parties) is deemed to have been granted if the exhibition is designated as such in the contract or in service specifications.
- 3.4 Before the event, the Event Organiser shall designate by name a decision-making representative and report this to the HCC in writing; this representative will manage the event, and upon request of the HCC will assume the function and responsibilities of an event manager pursuant to the Organisational and Technical Provisions (Part II).
- 3.5 Failure to comply with the obligations incumbent on the Event Organiser pursuant to these General Terms and Conditions for Events may justify a restriction or cancellation of the event.

#### **§ 4 Time of use, handover, return**

- 4.1 The Assembly Facility is provided for the time agreed in the Event Contract. The times required for the setup, decoration and dismantling are stated separately in the Event Contract. As a rule, when setup begins, each contracting party may demand a joint visit and inspection of the event areas, as well as the emergency exits and escape routes. If the Event Organiser detects any defects or damage to the object of the contract, they must notify the HCC without undue delay in writing. Both parties may demand that the handover be recorded in writing a protocol, stating the condition and any defects or damage. If the need for a handover protocol is waived, it must be assumed that no discernible defects exist beyond customary traces of wear and tear at the time of the inspection. If the Event Organiser detects defects at a later stage, or if the Event Organiser or their visitors and vicarious agents cause damage, the Event Organiser is obliged to notify the HCC without undue delay. It is recommended that the Event Organiser take photographs of visible pre-existing damage and electronically notify the HCC of these defects, if possible before the event.
- 4.2 At the end of the last hour of the contractually agreed time of use, the Assembly Facility must be returned by the Event Organiser in a cleared condition. A separate request by the HCC to vacate the hall shall not be necessary. There shall be no tacit extension of the contractual relationship, even without an explicit objection to this effect by the HCC.
- 4.3 Any objects, installations, superstructures, etc. introduced by the Event Organiser or by third parties on the Event Organiser's behalf must be fully removed by the Event Organiser, leaving behind no traces, and the premises must be restored to their original condition by the end of the agreed time of use. After expiry of the agreed time of use, any remaining objects can be removed at the expense of the Event Organiser.
- 4.4 The Event Organiser is informed that as a rule the Assembly Facility is immediately needed for other events upon expiry of the time of use stipulated in the Event Contract. If the Assembly Facility is not returned in time, the Event Organiser must in any event provide compensation as minimum damages in the form of a usage charge equivalent to the usage fee. The assertion of further claims based on the late return of the Assembly Facility remains reserved.

#### **§ 5 Usage fee and ancillary costs, ancillary services, security services**

- 5.1 The usage fee payable by the Event Organiser is specified in writing in the contract or in an annex to the contract. It comprises the usage fee for the Assembly Facility, ancillary costs and any supplementary services. If additional services are provided at the request of the Event Organiser after conclusion of the contract, or if additional ancillary costs are generated by the event, they must be reimbursed by the Event Organiser according to the quotation or the price list applicable at the time of the event.
- 5.2 Unless otherwise agreed in the Event Contract, the advance payment for the usage fee, ancillary costs and ancillary services agreed in the Event Contract must be paid in advance. The advance payment is due for payment immediately after invoicing. Payments must be made without deduction.
- 5.3 The HCC is entitled to require the provision of a security deposit to an appropriate extent as an advance payment by the Event Organiser as security for any claims arising from the contractual relationship, including any claims for damage to the Assembly Facility due to vandalism or demonstrations against the planned event.
- 5.4 All payments must be made within ten days of invoicing by the HCC to the account of the HCC. In the event of payment default, the HCC is entitled to charge default interest at the rate of 9 percentage points over the base interest rate of the ECB to enterprises and persons acting for commercial purposes pursuant to section 288(5) of the German Civil Code [BGB], as well as a lump sum default charge of € 40.00. For private individuals, the HCC is entitled to charge default interest at the rate of 5 percentage points over the base interest rate of the ECB in the event of late payments. The HCC remains entitled to provide proof of

further damage caused by default. The right to termination without notice for a payment default remains unaffected by the above.

## **§ 6 Advertising and liability for unlawful advertising**

- 6.1 Advertising for the event shall be the task and responsibility solely of the Event Organiser. When referencing the Hannover Congress Centrum in notifications of any kind (including online), printed matter, posters and entrance tickets, only the original logo of the HCC may be used. The HCC will provide an appropriate template exclusively for this purpose.
- 6.2 All advertising measures in the rooms and on the premises of the HCC require special written consent by the HCC. The parties may agree that the HCC shall undertake the advertising for remuneration. The HCC is entitled to refer to the event in all media, especially online. If the event is of a public nature (e.g. visitor fairs/shows, concerts, party), the event is included automatically on the website of the HCC with the following information: title of the event, date, function room, event organiser, telephone number and email address of event organiser, entrance fee (if known).
- 6.3 The Event Organiser shall irrevocably exempt the HCC from all claims that arise from the fact that the advertising provided by the Event Organiser violates the rights of third parties (copyright, personal rights to likeness and names, trade mark rights, competition rights, personality rights, etc.) or other statutory provisions (e.g. German Tele-Services Act). The same also applies to any costs for legal defence incurred in this regard.
- 6.4 The HCC is entitled to demand drafts of the designs for advertising, posters and advertising flyers for the planned event and to ban their publication or distribution if the content or design of those advertising means and materials is likely to impair the reputation of the Hannover State Capital or of the HCC.
- 6.5 The HCC is entitled to display event previews and advertising before the start of the event, during the break and after the event in the function rooms and related service areas through stationary and electronic media. This shall apply even if the advertised goods compete with the subject of the advertising of the Event Organiser.
- 6.6 The HCC warrants that the scene/performance area is free of advertising. All other commercial advertising rights in the function rooms and on the corporate premises are held by the HCC. Any existing advertising may not be covered or removed.
- 6.7 Regarding the requirements for advertising in the HCC using signs, banners, stands, etc., we refer to the relevant provisions of the 'Technical guidelines for trade fairs and exhibitions'.

## **§ 7 Workstations**

Depending on the event concerned, the Event Organiser must provide free workstations for the police, fire brigades and first-aid services.

## **§ 8 Permits, fees, charges**

- 8.1 The Event Organiser is responsible for complying with any required regulatory permits, approvals and exemptions, as well as for compliance with all statutory provisions relating to their event, in particular the provisions of the Public Assembly Facilities Ordinance of Lower Saxony [NVStättVO], the German Industrial Code [GewO], the German Non-Smoking Protection Act and the statutory and industrial safety regulations.

- 8.2 For events due to take place on Sundays or public holidays, the Event Organiser is required to obtain an exemption pursuant to the German Lower Saxon Act on Public Holidays [NFeiertagsG] at their own responsibility. This also applies to the arrangement of trade fairs and exhibitions pursuant to German industrial law and the related exemptions. If the Event Organiser intends to hold their event on a Sunday or public holiday, it is recommended that they make a preliminary enquiry with the responsible authority before concluding the contract. In any event, the risk of obtaining the approval remains with the Event Organiser. This shall apply even if the HCC agrees to process the application on behalf of the Event Organiser or to forward the documents to the responsible authority.
- 8.3 The Event Organiser is responsible for ensuring that visitors comply with the smoking ban at the Assembly Facility. Should this ban be breached, the Event Organiser is required to take the necessary measures to prevent further breaches. The Event Organiser may request assistance from access control or the security service.
- 8.4 As part of the use of the rooms, the Event Organiser themselves are responsible for complying with the provisions of the law on the protection of youth in public.
- 8.5 If the Event Organiser pays fees or remuneration to artists as part of the use of the facility, and also frequently employs artists otherwise, they are obliged to pay contributions to the social security fund for artists pursuant to the German Social Security for Artists Act.
- 8.6 The Event Organiser is solely responsible for:
- registering for and paying the entertainment tax,
  - paying the fee for the curfew extension,
  - unless otherwise agreed, promptly registering works subject to royalties imposed by the German Society for Musical Performance and Mechanical Reproduction Rights [GEMA] with GEMA and paying those GEMA fees promptly.
- 8.7 Proof of the type and manner of payment of the GEMA fees or any provision of surety by the Event Organiser may be provided for separately in the Event Contract or subsequently at the request of the HCC in a written addendum to the agreement.
- 8.8 The Event Organiser irrevocably acknowledges that they are the sole event organiser and are responsible for the event being held at the facility for the purposes of sections 81, 97 of the German Copyright Act. The Event Organiser irrevocably undertakes to hold the HCC harmless from all entitlements and claims of third parties in regard to the GEMA fees. The same applies to any costs for legal representation incurred in this connection.
- 8.9 For all works subject to GEMA fees that are performed at the public assembly facilities of the HCC, the payment of the GEMA fees is an essential contractual obligation of the Event Organiser vis-à-vis the HCC.

## **§ 9 Production of sound recordings, combined sound/image recordings and images**

- 9.1 Sound recordings, image/sound recordings, images and other recordings and broadcasts of the event in any form (radio, TV, internet, loudspeakers, etc.) require the written consent of the HCC, subject to the consent of the holders of copyright and other proprietary rights.
- 9.2 The HCC is entitled to produce, or cause to be produced, image/sound recordings and drafts of event schedules or drawings of exhibited or used items for the purpose of documentation or for its own publications, unless the Event Organiser objects to such recordings. The same applies to persons of whom recordings have been made.

## **§ 10 Management, merchandising**

10.1 The management of events is generally the responsibility of the HCC or service providers commissioned by the HCC.

10.2 Hence, the written approval or agreement of the HCC is required for

- a) the sale of food, luxury foods, tobacco products and beverages of any kind for direct consumption or for take-away,
- b) the sale of sound recording media, souvenirs, postcards, special postage stamps and special seals, coins, jewellery and clothing, etc.,
- c) the setup of service or entertainment stalls
- d) the use of technical entertainment systems for the event.

Approval is generally granted subject to the payment of an appropriate remuneration, the amount of which will be fixed by the HCC specifically for each event.

10.3 The Event Organiser is generally not permitted to bring and consume their own food and beverages at the facility without prior consultation pursuant to para. (1) above.

In the case of events based on self-paying arrangements, which are not held by the Event Organiser themselves, against payment of a compensatory amount, the HCC reserves the right to additionally charge personnel and if appropriate material costs after prior consultation.

10.4 The technical entertainment systems used or installed for the event require detailed consultation. In doing so, the HCC serves primarily as service provider. Where third-party technical equipment is installed after prior consultation, a corresponding flat fee for handling the equipment will be defined and charged on a case-by-case basis to cover the additional organisational and handling work.

## **§ 11 Cloakroom and WC staff**

11.1 The visitor cloakrooms are managed by the HCC. The HCC decides if and to which extent the cloakroom will be made available for a specific event. In the case of public events subject to (advance) ticket sales, the fee for the cloakroom is generally required. The customary cloakroom fee at the posted rates must be paid by the visitors. For security reasons, the HCC may impose additional prohibitions on bags or backpacks, mandatory bag checks and/or body searches. No liability is assumed for items of value, money or keys in bags or backpacks or in other items which are left in the cloakroom. The Event Organiser is responsible for expressly informing the visitors of their event as part of the ticket (pre)sales and entrance about the obligation to check in items at the cloakroom, as well as for any further binding instructions/prohibitions and for enforcing those obligations. The revenues from cloakroom charges are used to cover the HCC's operating and personnel costs. The revenues from the management of the cloakroom are solely at the HCC's disposal.

The HCC is responsible for the management of the WC facilities.

11.2 The HCC may refuse to staff the cloakrooms on a self-paying basis if it is not economically viable to do so. In this case, the Event Organiser will receive an offer for a lump sum or may decide to manage and staff the cloakroom at his own risk and liability against payment of a release charge.

11.3 For events not open to the public, the Event Organiser may require that the visitors' cloakroom be staffed against payment of the management costs. If the Event Organiser does not commission the management and staffing of the cloakrooms, the HCC does not assume any duties of care and safekeeping for visitors' items left in publicly accessible cloakroom areas. In this case, the Event Organiser shall bear the sole liability risk for any lost items belonging to visitors to their event.

## **§ 12 Fire brigade and first-aid services**

- 12.1 Depending on the nature and size of the event, the fire brigade and first-aid services are notified exclusively by the HCC. The scope of these services (number of people to be provided) depends on a case-by-case basis on the nature of the event, the number of visitors, the event-specific safety regulations and regulatory stipulations.
- 12.2 The costs resulting from the notification, coordination, presence and deployment of the fire brigade and first-aid services shall be borne by the Event Organiser.

## **§ 13 Admissions and security staff/stewards**

- 13.1 Only qualified admissions and security staff/stewards may be deployed. The admissions and security staff/stewards must be familiar with the Assembly Facility and must include technically qualified evacuation assistants.
- 13.2 The number of required admissions and security staff/stewards is determined based on the nature of the event, the number of visitors, potential event risks and any additional requirements imposed by the building and public safety authorities and defined on this basis by the HCC.
- 13.3 Admissions and security staff/stewards shall be employed by the HCC at the expense of the Event Organiser. If possible, the Event Organiser will be informed about the expected costs associated with these services when the contract is agreed. It is generally not possible for the Event Organiser to provide or employ admissions and security staff/stewards themselves.
- 13.4 In individual instances, justified by the nature of the event or the specific requirements for the admissions and security staff/stewards, such staff may be provided by the Event Organiser after a prior written request to the HCC and subsequent approval by the HCC. Paragraph (2) about the determination of the number of staff to be provided remains unaffected by the above.

## **§ 14 Person(s) responsible for entertainment equipment**

- 14.1 When using technical systems, the Event Organiser is obliged to use the HCC's technical building management and entertainment systems. Technical systems that cannot be provided by the HCC can be made available - after consultation with the HCC department for technical entertainment equipment - by external technical specialists for entertainment technology pursuant to sections 39 and 40 NVStättVO.
- 14.2 If technical stage, studio or lighting equipment is to be installed for the event, 'persons responsible for entertainment equipment or technical specialists for entertainment technology' must be appointed pursuant to section 40 NVStättVO at the expense of the Event Organiser.

## **§ 15 Responsibility and liability of the Event Organiser**

- 15.1 The Event Organiser is responsible for ensuring public safety in the function rooms and areas made available to them for the duration of the usage.
- 15.2 The Event Organiser must return the areas made available by the HCC in the same condition in which they took them over from the HCC. The Event Organiser shall be liable for all damage caused by them, by persons used by them to perform their obligations and by vicarious agents, by their guests or other third parties within the meaning of section 278 and section 831 BGB in connection with the event in accordance with the statutory provisions. Sentence 2 of section 831(1) BGB shall not apply for either party.

- 15.3 Event-related damage is part of the sphere of risk of the Event Organiser, to the extent that the damage is based on the nature of the event, the participants or in the content or processes of the event. To this extent, the Event Organiser is also liable for damage resulting from riots or protests against the event or from comparable events caused by the event.
- 15.4 The Event Organiser shall irrevocably hold the HCC harmless from all claims of third parties asserted in connection with the event, provided that they fall within the sphere of responsibility of the Event Organiser, persons used by them to perform their obligations, their vicarious agents or by their guests or visitors. This obligation to hold harmless the HCC from damage includes any regulatory fines and administrative offences (e.g. for breach of the peace, blocking of escape routes, exceeding the maximum number of visitors, violation of smoking bans), which may be imposed in connection with the event against the HCC as the operator of the Assembly Facility.
- 15.5 The contracting partner is obliged to obtain third-party liability insurance for event organisers covering event-related personal injury and material damage in the amount of
- EUR 3,000,000.00 (three million euros) for events of up to 200 people and
  - EUR 5,000,000.00 (five million euros) for events of more than 200 people, damage to the building and facilities in the amount of
  - EUR 5,000,000.00 (five million euros), further material damage to facilities and equipment in the amount of
  - EUR 250,000.00 (two hundred fifty thousand euros) or material damage caused by visitors in the amount of
  - EUR 50,000.00 (fifty thousand euros) and must be documented upon request to the HCC by no later than 14 days before the event. The liability of the Event Organiser pursuant to paras. (1) to (4) remains unaffected by the above. The obligation to obtain such insurance is an essential contractual obligation.

The Event Organiser shall hold the HCC harmless from all claims for damages asserted in connection with the event to the extent that they are covered by insurance pursuant to the preceding provisions or should have been insured by the Event Organiser.

If the Event Organiser does not provide proof of the insurance cover in the form described above by no later than 14 days before the event, the HCC is entitled to obtain insurance cover for the benefit of the Event Organiser and to charge the Event Organiser for the related costs.

As a member of the EVVC (Europäischer Verband der Veranstaltungs-Centren e.V.; European Association of Event Centres), the HCC recommends the services of the insurance agent Howden Caninenberg GmbH for the third-party liability insurance for event organisers.

An insurance enquiry can be submitted online via

<https://www.howden-caninenberg.de/formulare/veranstalterhaftpflicht.php>

Log-in: **HCC**

Password: **Versicherung**

## § 16 Liability of the HCC

- 16.1 The HCC shall bear no liability regardless of negligence or fault for damages for concealed defects upon conclusion of the contract (alternative 1 of section 536a(1) BGB) for the function rooms and areas provided to the Event Organiser. This does not affect a claim for a reduction of remuneration due to defects if the HCC is notified of the defect or the intention to reduce the remuneration - provided the defect is discernible and remediable - during the term of the provision of the function rooms and areas.
- 16.2 In the absence of a breach of essential contractual obligations, the HCC shall not be liable for simple negligence.
- 16.3 In the event of a breach of an essential contractual obligation, the liability of the HCC for cases of simple negligence is limited to the average foreseeable, contract-typical direct damage resulting from the nature



of the agreement. Essential contractual obligations are obligations which must be fulfilled to enable proper execution of the contract in the first place, on which the Event Organiser generally relies and may rely, hence the essential contractual principal obligations.

- 16.4 The HCC is not liable for damage caused by measures to maintain public law and order. The HCC shall not be liable for simple negligence if the event is cancelled, reduced or cancelled at the instruction of the HCC in the event of an erroneous assessment of risks. The HCC shall also not be liable if an event is interrupted, restricted, changed, cancelled or cut short at the instruction of the authorities.
- 16.5 The HCC does not assume any liability for the loss of items, equipment, stands and other valuable items brought in by the Event Organiser or by third parties or visitors on behalf of the Event Organiser unless the HCC has accepted to hold them in safekeeping for remuneration. At the request of the Event Organiser, the HCC will provide special protection in an individual case against reimbursement of the costs.
- 16.6 The HCC shall not be liable for disruptions caused by industrial disputes or force majeure.
- 16.7 If liability pursuant to the provisions of these Event Terms and Conditions is excluded or limited, this also applies to the people used to perform the obligations or vicarious agents of HCC.
- 16.8 The above exclusions and limitations of liability do not apply to culpable injury to the life, body or health of people or in the case of expressly warranted characteristics. Sentence 2 of section 831(1) BGB shall not apply to the HCC.

## **§ 17 Cancellation, withdrawal or termination of the event**

- 17.1 If the Event Organiser does not hold the event at the agreed time for a reason that does not fall within the sphere of responsibility of the HCC, the Event Organiser is obliged to pay compensation corresponding to the agreed usage fee. The same applies if the Event Organiser withdraws from the contract or terminates the contract without notice, without deriving an individually agreed or mandatory statutory right of termination or withdrawal from this act. In these cases, the cancellation compensation shall be:
- up to 12 months before the start of the event - no cancellation fee
  - up to 6 weeks before the start of the event: 50%,
  - up to 4 weeks before the start of the event: 75%
  - less than 4 weeks before the start of the event: 90%

of the contractually agreed remuneration. For cancellations with less than 4 weeks lead time, the HCC reserves the right to additionally charge for any goods and services already procured or ordered in relation to catering, technology, staff or equipment (e.g. hired furniture, catering equipment) at the direct value of the goods at cost price. For postponements of concert events which do not lead to cancellation and are feasible, a processing fee of € 750.00 will be charged.

- 17.2 The cancellation, termination or withdrawal pursuant to para. 17.1 must be declared in writing and must be received within the above deadlines by the HCC. If the HCC suffers greater damage, the HCC is entitled to show the actual damage suffered instead of the liquidated compensation in the relevant amount and claim the amount as damages from the Event Organiser. The Event Organiser remains entitled to show that the HCC has incurred no or substantially less damage, or that the expenses incurred are less than the claimed cancellation compensation.
- 17.3 If the HCC succeeds in hiring out the Assembly Facility to a third party for remuneration on the cancelled date, the claim for damages pursuant to para. 17.1 remains in effect if the provision to the third party would also have been possible on another date and/or does not generate an equivalent amount to cover the HCC.

- 17.4 The HCC shall be entitled to withdraw from the contract in the event of a breach of essential contractual obligations, in particular if:
- a. the payments to be made by the Event Organiser (usage fees, ancillary costs, security services, etc.) are not paid on time,
  - b. proof of the event organiser's third-party agreed liability insurance is not provided,
  - c. the administrative approvals or permits required for the event are not granted,
  - d. the purpose of use described in the contract is materially modified without the consent of the HCC,
  - e. the Event Organiser, upon conclusion of the contract, has failed to disclose - and specifically in connection with the purpose of use - that the event is held by a 'radical, political, religious or pseudo-religious association' or contains elements of that nature,
  - f. the Event Organiser violates statutory provisions or safety and fire protection provisions,
  - g. the Event Organiser does not comply with their statutory and administrative obligations - to the extent that they are related to the event - or with contractually assumed communication, notification and payment obligations to the HCC or authorities, first aid and emergency medical services or GEMA/GVL (German Society for the Exploitation of Performance Rights),
  - h. insolvency proceedings have been commenced, or if commencement has been refused for lack of assets and if the Event Organiser or the insolvency administrator fails to comply with their contractual obligations or does not comply in a timely manner.
- 17.5 If the HCC does not make use of its right of withdrawal based on one of the reasons in para. 17.4(a) to (h), the HCC retains the claim to payment of the agreed remuneration, subject, however, to deduction of the expenses saved.
- 17.6 Before declaring withdrawal or exercising its right of termination without notice for a compelling reason, the HCC is obliged to set a deadline for performance to the Event Organiser, subject to notice of refusal, if the Event Organiser is able - with due consideration of the overall circumstances of the case - to remove without undue delay the cause that gives rise to the withdrawal or termination without notice.
- 17.7 If the Event Organiser is an agency, the HCC and the agency shall have a special right of termination if the client of the agency cancels or terminates the assignment. This special right of termination can be exercised only if the client assumes in full all rights and obligations from the existing contract with the HCC and provides adequate security at the request of the HCC.

## **§ 18 Force majeure**

- 18.1 The mutual obligations of the contracting parties lapse - except for the costs for services already provided - in the event of force majeure, which is an external, unforeseeable event that cannot be averted even with the utmost care that can be reasonably expected. The cancellation of the event, or the failure of artists or participants to appear, or bad weather - including ice, snow and tempests - do not fall within the category of force majeure in any event.
- 18.2 In deviation from para. 1, sentence 1, the cancellation or cessation of an event due to force majeure falls within the sphere of risk of the Event Organiser in the event of a threat of terrorist attacks or other credible threat scenarios, or due to the discovery of suspect items that lead to the cessation or cancellation of the event by the Event Organiser or upon administrative order of public authorities, as the Event Organiser controls the likelihood that such events occur or decisions are taken through the nature of the event, the composition of the group of participants and visitors and through the publicity for the event generated by the Event Organiser. Should an event be cancelled before the start of the agreed period of use, the provisions on the 'Cancellation of the Event' in the present General Terms and Conditions for Events shall apply. If the event is abandoned after it has started, all agreed remuneration, less the costs not yet incurred at the stage of cancellation, must be paid by the Event Organiser. We recommend that the Event Organiser obtain contingency insurance for their event if they want to hedge against the financial risks associated with the cancellation of the event.

## § 19 Abandonment of events

In the event of a breach of essential contractual obligations and a breach of event-related statutory provisions and administrative orders, the HCC may request the Event Organiser to immediately evacuate and return the contracted facilities. If the Event Organiser fails to comply with such a request, the HCC is entitled to have the premises vacated at the expense and risk of the Event Organiser. In this case, the Event Organiser remains obliged to pay the full remuneration. The HCC remains entitled to assert further claims for damages against the Event Organiser.

## § 20 Rights of offset and retention, assignment

- 20.1 The Event Organiser shall be entitled to exercise rights of offset and retention vis-à-vis the HCC only if the Event Organiser's counterclaims have been declared to be final and binding by a court of law, are uncontested or are acknowledged by the HCC.
- 20.2 All revenues generated for the Event Organiser from the (advance) sale of tickets are herewith assigned to the HCC up to the amount of the HCC's claims from the event contract.
- 20.3 The Event Organiser is entitled to assign claims derived from the contractual relationship only after the prior written consent of the HCC.

## § 21 Data processing, data protection

- 21.1 The HCC makes the premises identified in the contract available to the Event Organiser for events and provides event-related services through its own employees and commissioned service providers. To comply with the contractually agreed business purposes, personal data transmitted by the Event Organiser to the HCC are processed in accordance with the provisions of the EU General Data Protection Regulation [GDPR] and the German Federal Data Protection Act [BDSG].
- 21.2 Service providers for event-related services receive personal data of the Event Organiser and of their contact persons with decision-making powers from the HCC in order to provide their services to the extent that it is necessary for the performance of the contract or is consistent with the legitimate interests of the Event Organiser in accordance with point (f) of Article 6(1) GDPR. In addition, the HCC uses the data of the Event Organiser for mutual information and communication before, during and after an event, as well as for its own event-related offers.
- 21.3 The personal data of the Event Organiser, the Event Manager, and their contact persons with decision-making powers may also be transmitted to the responsible bodies/authorities, especially the police force, fire brigade, the regulatory authority and the first aid and emergency medical services, in order to coordinate the corresponding security plan for the event. If the public security authorities are to conduct a 'fit and proper' check of the staff to be deployed for the event, the express consent of the data subjects must be obtained. If the HCC does not receive the data directly from the data subjects, the HCC requires the transmitting body (in general, the employer of the data subject) to provide a privacy-related statement of guarantee regarding the existence of the consent.
- 21.4 The HCC reserves the right to use the data of the Event Organiser and of its contact persons with decision-making powers appointed by it in addition to the purposes stated in para. 1 to 3 for the HCC's own marketing and sending advertising. The data subject may object at any time to the processing of his/her personal data for marketing and advertising purposes. In this case, the personal data will no longer be processed for these purposes. The objection can be filed in any form and should be submitted by email if possible to [bockkom@hcc.de](mailto:bockkom@hcc.de) or by telephone at: +49 511 8113320.
- 21.5 If it cannot be entirely assured that the stored personal data of the Event Organiser will not be accessed in the course of maintenance works on software at the HCC by commissioned software companies,

these service providers shall commit to complying with the existing privacy-related requirements and the confidentiality of data pursuant to section 5 GDPR.

- 21.6 The HCC will process and store all personal data obtained from the Event Organiser for as long as required to comply with contractual and statutory obligations. If the data are no longer required in order to comply with contractual or statutory obligations, they will be regularly erased, unless limited further processing is required for the following purposes:

to comply with commercial and fiscal retention periods. The deadlines stipulated there for storage and documentation range between two and ten years.

- 21.7 Conservation of verification as part of the statute of limitations Pursuant to section 195 et seq. of the German Civil Code [BGB], these prescription periods may run for up to 30 years, although the regular prescription period is three years.

- 21.8 If a data subject no longer consents to the storage of his/her personal data, or if these data are no longer accurate, the HCC will have the data erased or blocked, or make the necessary corrections if so instructed. Upon request, the data subject will be informed free of charge about all personal data relating to him/her stored by the HCC.

## **§ 22 Place of performance and of jurisdiction**

- 22.1 The place of performance for all claims arising from and/or in connection with this contract is Hannover. The contract is governed by the law of the Federal Republic of Germany.

- 22.2 If the Event Organiser is an enterprise, trader, legal person, legal person under public law or special fund under public law, or if the Event Organiser does not have a general place of jurisdiction in the Federal Republic of Germany, Hannover is agreed as the place of jurisdiction for all disputes arising from and/or in connection with this contract.

## **§ 23 Severability clause**

If individual clauses of these General Terms and Conditions for Events are or become ineffective, this will not affect the validity of the other provisions of the contract. The non-referenced or ineffective provision shall be replaced by a provision that comes as close as possible - in particular in terms of economic considerations - to the content of the original provision.

**These Event Terms and Conditions apply with effect as of 01/07/2018. The Terms and Conditions for Hire and Use of 01/01/2013 are simultaneously repealed.**

**Hannover, 28/05/2018**

## Event Terms and Conditions

### Part II: Organisational and technical safety regulations

#### Scope of application

The organisational and technical safety regulations are binding for the Hannover Congress Centrum (hereinafter referred to as the Operator). They shall apply if decorations or podiums/stage areas are to be used, or studio, lighting or other technical equipment is to be installed for the event.

They are an integral part of the underlying event contract. Additional requirements for safety and fire protection of an event can be imposed by the buildings authority, the municipal regulatory authority and fire protection authorities if a particular hazard for persons and assets may result from the nature of the planned event. The contracting partner (hereinafter referred to as the 'Event Organiser') shall ensure full implementation of all requirements related to the event at their own expense.

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#### 4. General organisational arrangements and provisions

## 1. Communication and notification duties of the Event Organiser

**1.1 Set up of the event:** the Event Organiser is obliged to inform the Operator in writing at least eight weeks before the event about all organisational and technical details, the start and end of the event, admission times, the layout planning for the hall(s), rooms and spaces (hereinafter referred to as Assembly Facility) and to agree these aspects with the Operator. The Operator reserves the right to provide the Event Organiser with an (electronic) data template for capturing data to enter all required event data for the exclusive use for this event. The Operator reserves the right to transmit these data to the authorities and bodies concerned with the event (public order office, police, fire brigade, buildings supervision authority, first-aid service/emergency medical service and private security service). The data required from the Event Organiser include in particular:

- name and personal contact details of their decision-making representative, who shall be present during the event
- if the Event Organiser will bring a person who is to be responsible for the technical entertainment equipment and who will supervise the setup and dismantling, as well as the event
- the size and layout of any scene stage areas/stages/grandstands, catwalks, proscenia, podiums and similar structures
- the expected number of visitors and the expected audience profile
- whether bag and admission checks are envisaged
- whether technical equipment for the stage, studio or lighting or other technical equipment will be used
- whether technical equipment will be moved or modified during the event
- whether technical machinery will be moved, or artistic performances will take place in or above the auditorium
- whether activities involving a fire hazard and/or pyrotechnical effects, the operation of laser equipment or fog systems are intended (additional mandatory permit requirement must be observed). Note: no activities involving a fire hazard and/or pyrotechnical effects are permitted without the consent of the HCC.
- whether decorations, equipment or props are to be used (provide proof of fire protection classes pursuant to the NVStättVO)
- whether the Event Organiser plans to hold a technical rehearsal for the event.

Based on the information provided by the Event Organiser, the Operator shall undertake a hazard assessment, on the basis of which the need and number of qualified event staff and external staff (fire brigade, first-aid service, security staff/stewards) are planned (cf. sections 41-43 of the Lower Saxon Public Assembly Facilities Ordinance). If the Event Organiser does not provide this information, or provides it late, the Operator may in principle assume an enhanced event risk. All resulting additional costs (in particular the expenses for security staff) must be borne by the Event Organiser. Incorrect information on stand structures and materials, which are only identified during set-up, may lead to restrictions on or even the cancellation of the event, if necessary.

**1.2 Fire detection system:** the Operator makes express reference to the fact that an automatic smoke/fire detection system is installed in certain meeting rooms. Smoke, fog, fire, heat, woodchips, the formation of special dusts, etc. must be notified to the Operator by the Event Organiser in good time in order to configure the fire detection system accordingly. Any costs due to a false alarm caused as a result of the Event Organiser's failure to notify such circumstances shall be charged to the Event Organiser.

**1.3 Technical rehearsal** If stage areas of more than 200 m<sup>2</sup> floor area are used, and for guest performances with their own scenery setup, a non-public technical rehearsal with a full scenery setup must generally be held before the first event, unless this requirement can be waived due to the nature of the event or the scope of the scenery setup (if unobjectionable). The Operator shall decide based on the information in para. 1.1 above (in consultation with the buildings supervisory authority) whether the rehearsal can be waived. If this is not the case, the Event Organiser must agree on the expected timing of the technical rehearsal in advance with the Operator.

**1.4 Approvals and acceptances by the authorities:** function areas and rooms are provided based on existing, officially approved escape routes and seating plans with defined visitor capacities. Any other layout planning of the event leads to a change of these escape routes and seating plans and therefore requires the prior, express consent of the Operator and the building permits authority. Prior to the event, acceptance by the Operator, the buildings supervision authority and the fire brigade may be requested.

**1.5 Costs and risks of projects requiring notification and approval:** the duration and costs of potential approval processes and acceptances for the event, including the risk that approval might not be granted, shall be borne in full by the Event Organiser. For all projects requiring notification and approval (e.g. the set-up of flying constructions, use of pyrotechnics, laser systems), the submission of documents, plans, certificates, inspection certificates, expert opinions, and technical construction and fire protection acceptances can be required from the Event Organiser. Copies of the applications/notifications of the approvals /consents must be submitted to the Operator for information purposes at least 5 weeks before the start of the setup works.

## 2. Responsible persons

**2.1 Responsibility of the Event Organiser:** the Event Organiser is responsible for the event program and the safe, smooth course of the event. The Event Organiser must ensure that the maximum permitted visitor capacity in the function rooms and areas provided to the Event Organiser is not exceeded. Any overcrowding is strictly prohibited. The Event Organiser is responsible for ensuring public safety within the Assembly Facility with regard to the decorations, equipment, props, structures and installations, covers, installed cables and technical stage, studio and lighting equipment brought in by the Event Organiser or by third parties commissioned by the Event Organiser for the duration of the use of the Assembly Facility.

In regard to all items and materials brought into the Assembly Facility, the Event Organiser must comply with these safety regulations and with the German Lower Saxon Public Assembly Facilities Ordinance [NVStättVO] and the German Statutory Accident Insurance [DGUV], in particular with DGUV-V 17 'Event and Production Facilities for Staged Presentations'. The Event Organiser is solely responsible for ensuring compliance with all other laws and ordinances applicable to the event, in particular the German Act on the Protection of Youth, the German Minimum Wage Act and the provisions on collective bargaining loyalty, the German Lower Saxon Act on Public Holidays [NFeiertagsG], the German Working Hours Act [AZG], the German Industrial Safety Act, the German Non-smoking Protection Act, the German Industrial Code, as well as with statutory immission control-related noise provisions.

The Event Organiser is obliged to heed the existing security plan for the Assembly Facility and implement it in consultation with the Operator. To the extent that it is required for the event concerned, the Operator will make the required documents on the security plans (pocket maps for emergencies, etc.) available to the Event Organiser exclusively for use for their event. The Operator is entitled to require the Event Organiser to compile and implement an event-specific security plan for events with special risks.

**2.2 Decision-making representatives of the Event Organiser, Event Manager:** the Event Organiser shall appoint a 'decision-making representative' who will be present for the entire duration of the event, and notify the Operator (see in this regard No. 1.1) accordingly. If so required by the Operator, the decision-making representative shall take part in a joint inspection of the Assembly Facility and familiarise themselves with the function rooms, including the escape routes. If so required by the Operator, the decision-making representative must also take part in a consultation/briefing about safety regulations which must be complied with. The decision-making representative of the Event Organiser ensures that the event proceeds in an orderly and safe manner. The decision-making representative must be present during the event, available at all times and must, if so required, consult with the Operator, the authorities (fire brigade, police, buildings supervision authority) about necessary decisions for the safety of the visitors. The Event Organiser is obliged to end the event if a particular hazard situation with a specific risk for people so requires.

The Operator may require the Event Organiser to instruct the decision-making representative to assume the function of Event Manager pursuant to section 38(2) and (5) NVStättVO for the duration of the event. In this case, the decision-making representative will be assisted by a technically-trained person with decision-making powers appointed by the Operator. If the function of Event Manager is not assigned to the Event Organiser, or if the Event Organiser refuses to accept this function, the Operator will assume this function with its own staff. In the latter case, the Operator will be entitled to recover the costs incurred by the assumption of the function of Event Manager in full from the Event Organiser.

**2.3 Technical staff/Persons responsible for entertainment equipment, Technical specialists for entertainment technology:** all technical building management equipment at the Assembly Facility may be operated exclusively by the Operator's technical staff. The Event Organiser must ensure that the technical staff required pursuant to sections 39, 40 NVStättVO are employed for the structures and equipment used by the Event Organiser. The Event Organiser must notify the Operator about the technical staff required at the latest four weeks before the event. If the technical equipment of the Event Organiser is simple in nature and extent, the management and supervision during their set-up, operation and dismantling can be performed pursuant to section 40(5) NVStättVO by 'supervising staff' familiar with the technical equipment.

**2.4 Responsibility of the Operator:** the Operator is responsible for the proper condition of the Assembly Facility in relation to safety. If the Operator exercises the function of Event Manager using its own staff, the Event Organiser is obliged to fully and promptly comply with the instructions of the Event Manager. If the event is restricted or terminated due to an erroneous assessment of a hazardous situation by the Operator's Event Manager, the Operator and the Event Manager shall not be liable for damage to assets or economic damage caused through simple negligence.

Irrespective of whether the Operator assumes the function of Event Manager, the Operator is always entitled to check all areas used by the Event Organiser to ascertain whether the Event Organiser has complied with the operating regulations of the NVStättVO and the present safety regulations. To this end, the staff of the Operator must be granted free access to the function rooms and areas at all times.

**2.5 Security staff / stewards:** in terms of a security assessment undertaken by the Operator before the event based on the information in para. 1.1, admissions staff and qualified security staff/stewards will be provided, in particular for admission checks and for the orderly conduct of the event. The costs resulting from the deployment of security staff/stewards shall be borne by the Event Organiser, as the need for and extent of those costs are decisively determined pursuant to section 43(1) NVStättVO by the type of event, the number of visitors and potential event risks. The security service shall carry out the tasks defined in section 43(3) and (4) NVStättVO.

**2.6 Fire safety watch and first-aid service:** the Operator shall notify the fire safety watch of the fire brigade and staff of the first-aid service, depending on the nature and size of the event. The scope of these services (number of people to be provided) depends on a case-by-case basis on the nature of the event, the number of visitors, the event-specific risks and potential administrative stipulations. The costs for the provision and deployment of the services shall be borne by the Event Organiser. The fire brigade and first-aid service must be granted access to all areas of the Assembly Facility at all times.

**2.7 Exercise of right of admission:** on behalf of the Event Organiser and alongside the Operator, the decision-making representative of the Event Organiser shall exercise the right of admission in relation to visitors to the event and commissioned third parties based on these safety regulations and the applicable facility regulations within the rooms and areas provided to the Event Organiser. The Operator shall continue to exercise the right of admission in relation to visitors and third parties vis-à-vis the Event Organiser and alongside the Event Organiser for the duration of the provision of the function rooms and function areas in accordance with the following regulation. The appointed security staff / stewards shall assist in the enforcement of the right of admission.

Any infringements of the facility regulations, these safety regulations, event-related statutory provisions or administrative orders must be eliminated by the Event Organiser without undue delay. The Operator is entitled to carry out these acts by way of substitute performance at the expense of the Event Organiser if the latter fails to carry them out promptly after having been requested to do so. If substitute performance is not possible or is unreasonable, or if the Event Organiser refuses to carry out the substitute performance or refuses to pay the resulting costs, the Operator may require the Event Organiser to vacate and return the provided function areas as a measure of last resort. If the Event Organiser fails to comply with such a request, the Operator is entitled to terminate the event, including having the premises vacated at the expense and risk of the Event Organiser.

### 3. Security-related operating regulations

**3.1 Technical equipment of the Operator:** all permanently installed technical building management equipment of the Assembly Facility may be operated in principle only by the Operator's staff; this also applies to the connection to the lighting system or mains supply. Unless otherwise agreed ahead of the event, the Event Organiser shall not be entitled to demand that the Operator remove its own technical equipment from the rooms.

**3.2 Technical equipment of the Event Organiser:** the technical equipment used by the Event Organiser or third parties commissioned by the Event Organiser must comply with the generally accepted technical norms, and in particular with the requirements of the accident-prevention regulations DGUV-V 17 and DGUV-V 3 of the German statutory accident insurance funds regarding safety and proper functioning. Electrical (switch)gear may not be accessible to visitors and must be appropriately secured.

For security reasons, suspensions from the ceiling and supporting structures may be installed only by the service partner commissioned by the Operator. The Event Organiser must coordinate the required suspensions with the Operator before the event. Suspensions must be installed in accordance with generally accepted technical norms. The stipulated load limits must be observed. In case of doubt, a structural analysis of the suspensions will be commissioned at the expense of the Event Organiser.

**3.3 Escape routes and seating plan:** the approved escape routes and seating plans are binding for the arrangement of the seating in the meeting rooms. Any change in the escape route and seating plan must be approved by the Operator and in general requires an additional written approval by the responsible buildings authority. Any overcrowding of the meeting rooms is strictly prohibited. This applies to events both with and without seating.

**3.4 Fire brigade manoeuvring zones, fire hydrants:** the required fire brigade entry routes and manoeuvring zones designated by 'no-parking' signs must be kept clear at all times. Vehicles or objects parked/left on the escape routes and the safety zones shall be removed at their owner's expense and risk. Fire hydrants in the Assembly Facility and outdoor exhibition areas may not be obstructed, or rendered unrecognisable or inaccessible.



**3.5 Emergency exits, emergency escape hatches, corridors, hallways, stairs:** these escape routes must remain clear at all times. Doors along escape routes must be able to be easily opened from the inside to their full extent. Escape routes, exit doors, emergency escape hatches and their markings may not be blocked, covered or otherwise rendered unrecognisable. Corridors may not be obstructed at any time by objects or objects that protrude into the corridor. In case of danger, all corridors serve as escape routes. Escape routes may not be obstructed by protruding objects at any time from the start until the end of the event and until full evacuation of the Assembly Facility. Fire and smoke control doors and gates may not be kept open by door stops or other objects.

**3.6 Safety equipment:** fire detectors, fire extinguishing equipment, trigger points for smoke extraction systems, smoke detectors, telephones, locking systems for doors and other safety equipment, their indicator signs and the green emergency exit signs must be accessible and visible at all times; they may not be blocked, covered or otherwise rendered unrecognisable.

**3.7 Installations and stand structures, stage areas, special constructions:** all installations and stand structures in the Assembly Facility, as well as the setup of flying structures in the outdoor exhibition area require notification and may be subject to approval. The Event Organiser is responsible for ensuring public safety with regard to all areas used by them, including all installations and stand structures used. The effectiveness of technical fire protection equipment (e.g. automatic fire extinguishing systems, smoke screens) may not be impaired due to installations or stand structures. Installations and stand structures must be executed in such a manner that their stability is not affected by dynamic vibrations. The base constructions of the floors of the podium, stage areas and grandstands must be made of non-flammable materials. Materials that are easily flammable, drip while burning or generate toxic gases may not be used in any event. DIN 4102 and EN 13501-1 (Fire behaviour of building materials and building components) must be observed. Submission of an official test certificate regarding the building material classification and required properties of the material may be requested.

**3.8 Decoration:** materials, decorations and curtains/hangings used to decorate the event must be made of hardly flammable material (pursuant to DIN 4102, or at least Class C pursuant to EN 13501-1). Decorations in corridors, hallways and staircases which serve as escape routes must be made of non-flammable materials (A pursuant to DIN 4102 or A1 pursuant to DIN EN 13501-1). Materials used repeatedly must be tested again for low flammability and must be impregnated again, if necessary. The Operator may insist that the Event Organiser submit the corresponding certificates regarding the low flammability of the Operator's objects.

Decorations must be at a distance from sources of ignition, spotlights and radiators to ensure that they cannot ignite the material. Decorations must be attached directly to the walls, ceilings or furnishings. Decorations suspended freely in the room are permitted only if they are at a distance of at least 2.50 m from the floor. Natural flowers/plants used as decoration may remain in the rooms only as long as they are fresh. Bamboo, reed, hay, straw, bark mulch, peat or similar materials in general do not satisfy the above requirements (risk of ignition from tobacco products).

The use of **balloons** filled with safety gas and other flying objects must be approved by the Operator.

**3.9 Equipment:** (components of stage or scene sets), as well as wall, floor and ceiling elements of stage and scene sets must be made of hardly flammable materials.

**3.10 Props:** (furnishings for stages and scene sets) must be made at least of normally inflammable materials. Flammable materials must be at a distance from sources of ignition, spotlights and radiators to ensure that they cannot ignite the material.

**3.11 Flammable packaging materials and waste:** must be promptly removed from the function rooms by the Event Organiser. No waste or residual materials made of flammable materials may be stored below or on stages or podiums.

**3.12 Smoking ban:** the Assembly Facility is generally subject to a smoking ban. Except where an exemption from the smoking ban has been granted, the Event Organiser must ensure that the smoking ban is implemented during the set-up, dismantling and course of the event. If the fire detection system is triggered due to a violation of the smoking ban by the Event Organiser or their visitors, or by service partners commissioned by the Event Organiser, the Event Organiser shall bear the resulting costs (e.g. for the deployment of the fire brigade).

**3.13 Removal of non-approved components, materials:** stand structures, furnishings, props and decorations (materials) brought into the meeting rooms which have not been approved or which do not comply with these technical safety regulations or the NVStättVO may not be used for the set-up at the Assembly Facility and must be removed or modified, if appropriate, at the expense of the Event Organiser.

**3.14 Use of open fire, flammable liquids, gases and pyrotechnical objects**, explosive and other hazardous substances is not permitted. The prohibition on their use does not apply if the use of open fire, flammable liquids, gases and pyrotechnical objects is characteristic for the type of event, and if the Event Organiser has agreed on the required fire protection measures with the Operator and the fire brigade. The use pyrotechnical objects must be approved by the authority and must be monitored by a qualified person in terms of the law on explosives. Proof of the owner's permit and of the certificate of competence must be submitted. The use of candles and other sources of light as table decoration, as well as the use of an open fire in kitchen facilities to prepare dishes is permitted subject to approval by the Operator.

**3.15 Laser systems:** the operation of laser system must be coordinated with the Operator. When operating laser systems, the requirements of the German Industrial Safety Ordinance on artificial optical radiation 2006/25/EC/ and the German Ordinance on artificial optical radiation [OStrV], DIN EN 60825-1, DIN EN 12254 and for show lasers, the requirements of DIN 56912 and DGUV Information 203-036 'Laser equipment for show and projection purposes' must be observed. The responsible supervising authority must be notified of the use of laser systems of classes 3R 3B and 4 must be before commissioning and must be inspected, if so required, by a publicly appointed and sworn expert with regard to its technical safety clearance at the expense of the Event Organiser. The inspection certificate must be submitted to the Operator before the event. The notification must be accompanied by a written confirmation of the appointment of a laser protection officer who will be present at the location. The responsible authority is the State Agency for Industrial Safety.

**3.16 Cutting/sawing works, hot-melt works:** it is not permitted to perform welding, cutting, soldering, defrosting or cutting/sawing works in the Assembly Facility. Exceptions are permitted only after prior consultation with the Operator.

**3.17 Drilled holes and mounted nails and hooks** or similar in floors, walls and ceilings are not permitted. Sinking bolts are likewise not permitted. If the Event Organiser wishes to place carpets or other decorative material directly on the floor, it must be ensured that they do not present a risk of slipping, tripping or falling for people. Glued markings, carpet fixings and similar measures may only be applied with a special carpet-laying tape, which can be obtained at a reasonable cost from the Operator.

**3.18 Safety at work:** all set-up and dismantling works must be executed with due consideration of the applicable industrial safety provisions and accident-prevention regulations, in particular DGUV-V 1 'Prevention', DGUV-V3 and DGUV-V17/18, as well as DGUV Information on 'Safety during events and stage productions' of the German statutory accident insurance funds. The Event Organiser and the companies commissioned by the Event Organiser are responsible for complying with the accident-prevention and industrial safety regulations. The Event Organiser and the companies commissioned by the Event Organiser must ensure that their set-up and dismantling works do not give rise to a hazard for other people present at the Assembly Facility. Hazard zones and precautions (prohibitions and mandatory instructions) must be marked pursuant to ASR A1.3 'Health and Safety Protection Markings', even if they are required only for a short period. As far as necessary, the Event Organiser must ensure appropriate consultation to ensure that the works can be coordinated with each other. If this is not possible, the Event Organiser must temporarily suspend the works and report to the Operator.

**3.19 Noise level for music events:** organisers of music events where a high acoustic pressure level (volume level) is to be expected, must check whether and which measures are required to avoid injury to the audience. It is the Event Organiser's responsibility to take the necessary measures. In particular, the Event Organiser must ensure through the appropriate limitation of the volume level that visitors and third parties do not suffer any impairment (loss of hearing, etc.). The generally accepted norms can be found in DIN 15 905 'Entertainment technology' Part 5: 'Measures to prevent the risk of hearing loss of the audience by high sound exposure of electroacoustic sound systems'. The Event Organiser must comply with this standard. The Event Organiser must furthermore provide a sufficient number of hearing protection devices (e.g. ear plugs) and provide them to the visitors upon request free of charge, if it cannot be entirely ruled out that the acoustic pressure level may be harmful for visitors. Clear signage to this effect must be posted in the entrance area of the Assembly Facility.

#### **4. General organisational arrangements and provisions**

**4.1** The provision of an event location in the Hannover Congress Centrum includes a one-off basic cleaning and the arrangement of seating of a hired function room before the event. Any further requests in relation to seating, new seating arrangements or additional seating that may be required, or any required cleaning before, during or after the event must be agreed in advance by the contracting partners. They shall be charged additionally to the Event Organiser in accordance with the defined hourly rates or the price lists.

**4.2** If the contracting partner is an agency, the partner shall generally not be entitled to a commission for the booking of the event. Commissions must be specifically requested and agreed in advance. Furthermore, they are subject to the peremptory condition that the booking of the event concerned is an initial contact that can be associated with the agency. At the same time, the agency is obliged to notify the Operator about the customer and the details of the planned event before the conclusion of the contract. The Event Contract can be concluded only once the aforementioned data or information is available.

## Event Terms and Conditions

### Part III. Technical guidelines for trade fairs and exhibitions

#### Preliminary remarks

Hannover Congress Centrum (hereinafter: HCC) has adopted the following guidelines for trade fairs and exhibitions with the aim to ensure that the event proceeds safely and successfully for the benefit of all participants. The technical guidelines are based on statutory and administrative requirements and are binding minimum standards for all exhibitors and event organisers. Compliance with the guidelines is verified by the employees of the HCC, the Event Organiser and commissioned third parties.

The responsible buildings authorities and fire protection authorities are, in addition to the HCC, entitled to verify compliance with the provisions at any time and to impose additional requirements on a case-by-case basis. The commissioning of an exhibition stand can be prohibited entirely or in part for the benefit of all participants of the event.

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| 44 | CE marking of products.   |
| 45 | Changes to non-compliant stand constructions/special constructions              |
| 46 | Dismantling of the exhibition stand   |
| 47 | Safety at work  |
| 48 | Waste disposal/separation   |

**1. Set-up and dismantling works:** all set-up and dismantling works must be performed only in accordance with the applicable provisions relating to industrial safety, industrial codes and public assembly facilities. The exhibitor and the service companies commissioned by the exhibitor are responsible for complying with the provisions. The exhibitor and the service companies commissioned by the exhibitor must ensure that their set-up and dismantling works do not lead to mutual hazards for other exhibitors and their service companies. As far as necessary, they must appoint a coordinator, who shall coordinate the respective works. In the event of violations of the statutory provisions or of the technical guidelines, the Event Organiser, the HCC or the responsible authorities can order the works to cease.

**2. Stand numberings:** the Event Organiser will assign stand numbers to all stands. The stand numbers must be attached to the stand in a visible location throughout the entire course of the event.

**3. Company name/Facework labelling:** the name and address of the exhibitor must be attached to the stand in a manner and size that is visible for everyone.

**4. Stand space:** the stand space indicated in the stand confirmation will be marked by the HCC. The stands must be set up on this floor space. The exhibitor must expect minor deviations in the stand dimensions. These may result from varying thicknesses of the partition walls, etc. Pillars, wall projections, partitions, distribution boxes, fire extinguishing equipment and other technical equipment form part of the allocated stand spaces. As regards the location, position, dimensions and any installations on the hired space, only the actual local dimensions are valid. No claims may be asserted against the HCC based on deviations from the stand confirmation.

**5. Appearance:** the exhibitor is responsible for the design of the stand. Closed walls adjacent to visitor passages must be agreed with the Event Organiser. Back walls of stands that border on neighbouring stands must remain neutral so as not to impair the design of that neighbouring stand. The exhibitor must, at their own expense, ensure that the design of the partition/demarcation with the neighbouring stands is seamless and flawless. Should the exhibitor fail to do so, the facework to cover the joint to the neighbouring stand will be executed at the expense of the defaulting exhibitor.

**6. Structural stability:** exhibition stands, including furnishings and exhibited items, as well as advertising media, must be erected with sufficient structural stability to ensure that they do not present a risk for safety and public order. The exhibitor is responsible for the structural stability of the stand and must provide proof thereof, if so required. In case of doubt, the Event Organiser and the HCC are entitled to commission an expert structural analysis at the expense of the exhibitor. The requirements relating to structural stability are stipulated further in the German State Construction Code [LBauO] and the German Lower Saxon Public Assembly Facilities Ordinance [NVStättVO] in the current versions.

**7. Accessibility:** the HCC recommends a barrier-free design of the exhibition stands (without steps/stairs, ramps for raised floors, etc.).

**8. Heights of structures:** the permitted height of stands is generally 2.50 m, which may not be exceeded, unless the particular position of the stand permits it and the HCC has approved it in writing.

**9. Exhibition stands not requiring approval:** based on the assumption that the technical guidelines have been complied with in the design and execution of the stand, it is not necessary to submit drawings for approval for one-storey stands with a maximum height of 2.50 m within the halls.

**10. Exhibition stands requiring approval and special structures:** all exhibition stands with a height of more than 2.50 m, mobile stands, special structures and constructions require approval. Vehicles and containers within halls also always require approval. Vehicles with combustion engines may be exhibited in the halls only with an empty fuel tank. The battery must be disconnected, and the fuel tank must be locked. The vehicle keys must remain in the HCC building for the duration of the event. Other safety precautions, such as inertising the tanks, remain reserved under certain circumstances.

**11. Inspection and release of exhibition stands requiring approval:** for all stands and structures in excess of 2.50 m, two copies of stand plans in German with measurements at a minimum scale of 1:100 with floor plans and perspectives must be submitted to the HCC for approval, at least six weeks before the start of the event. After review, one copy of the stand plans will be returned to the exhibitor/stand builder with the certification of approval. The stand structure is released for execution only with the HCC's certification of approval.

For the approval of:

- structures with two or more storeys,
- cinema halls or auditoriums,
- structures in the outdoor exhibition area,
- special constructions,

two copies in German of the following documents are required at least six weeks before the start of the set-up:

- a) checked structural calculations according to German standards
- b) construction description
- c) stand construction drawings in the scale of 1:100 (floor plans, perspectives, sections), construction details on a larger scale
- d) Upon presentation of a type test/test book, points (a) and (b) do not apply.

The costs of the construction approval process will be charged to the exhibitor/stand builder.

**12. Construction materials of stands and ceiling structures:** stand construction materials and ceiling structures, including ceiling grids, must be at least B1 in accordance with DIN 4102, or at least class B/C s1 d0, i.e. hardly flammable, in accordance with EN 13501-1. Submission of an official test certificate verifying that the materials comply with these properties may be requested by the HCC. Materials that are normally or easily inflammable, that drip while burning or generate toxic gases may not be used to build the stand. For safety reasons, special requirements may be imposed on a case-by-case basis. Ceiling structures, including ceiling grids, may not restrict or impair the effectiveness of the fire protection equipment of the Assembly Facility.

**13. Posters/Signage:** it is not permitted to apply or attach posters, signs, etc. on walls, doors, glass fronts and other surfaces of the building and its fittings. The Event Organiser may request permission from the HCC in writing to set up their own independently standing signage in general traffic areas to the function room provided to the Event Organiser, provided it is outside of escape routes or other blocked areas. All materials used by the Event Organiser or their commissioned representatives must be at least hardly flammable and are not insured.

**14. Carpets, adhesive tape, etc.:** if the event organisers/exhibitors or the people used by them to perform their obligations plan to place carpets or other decorative material directly on the floor, it must be ensured that the carpets/materials do not create a risk of slipping, tripping or falling for people. Carpets and other floor coverings must be installed in an accident-proof manner and may not protrude beyond the boundaries of the stand. The seams of floor coverings require approval and must be executed in a manner that does not create a stumbling block or other cause of accident in the corridor. **The floor covering may be fixed to the floor only with the following adhesive tape: Gaffer-Tape, Allcolor, Type 690 or double-sided adhesive tape with backing cloth, Fixxum, 233PO2SL**, which can be removed without leaving residues. Self-adhesive carpet tiles are not permitted. All materials used must be removed without residues. The same applies to substances such as oils, greases, paints and the like. The hall floors may not be painted. Anchors and fastenings are not permitted. Cleaning expenses resulting from violations of these provisions shall be borne by the Event Organiser.

**15. Glass and acrylic:** only laminated safety glass may be used. Edges of glass panes must be processed in such a way or protected to exclude any risk of injury. Components made fully of glass must be marked at eye level. Structures of glass must comply with the requirements of the memorandum 'Glass in stand structures', as well as 'Technical rules for the use of glazing as protection against fall [TRAV]'.

**16. Meeting spaces, social rooms:** spaces within the exhibition stand which are entirely enclosed (enclosed spaces) and do not have an optical or acoustic connection to the hall must be equipped with an optical and acoustic warning system to ensure that an alarm can be transmitted into the stand at any time. In exceptional instances, substitute measures may be approved.

**17. Exits, escape routes, doors:** stand areas with a floor space of more than 100 m<sup>2</sup> or with complex stand plans must have at least two separate exits/escape routes that are marked with afterglow on opposite sides, as a minimum. The walking line from any point in the stand to a hall corridor may not exceed 20 metres. The escape routes must be marked in accordance with the relevant provisions of DGUV-V 8 of the German statutory accident insurance funds. The use of swing doors, revolving doors, coded doors and sliding doors in escape routes is not permitted.

**18. Handrails/Protective railing around podiums:** generally accessible areas that are directly adjacent to areas that are lower than 0.20 m must be encircled by railing. These must be at least 0.90 m high and the hand rail must be able to support a horizontal load of at least 1.0 kN/linear metre.

**19. Nails, hooks, holes and transport of heavy loads:** bolts, anchoring devices and holes are not permitted on the hall floors, walls and ceilings. Heavy loads, materials to be lifted and boxes may be transported only with trolleys equipped with rubber wheels or lift tracks in the halls. The garden corridor located in the eastern side of the Niedersachsen hall is excepted from this. For the protection of the floor, no heavy loads or lift trucks may be driven on this corridor. Brake tracks resulting from rubber abrasion must be avoided.

**20. Suspensions/Intervention in the building fabric:** no elements of the hall or technical equipment may be loaded with stand structures or exhibition items. Hall columns/hall supports can be modified within the stand space without damaging the columns/supports within the limits of the height of the structure. Suspensions from the hall ceiling may be attached only with the dedicated technical equipment and only by the HCC or by specialist companies commissioned by the HCC. Please use the order form provided in the exhibitor catalogue.

**21. Electrical installations/Water connection:** connections to the existing supply system may be executed only by the HCC itself or the specialist companies approved and familiar with the Assembly Facility. It is also recommended that the specialist companies approved by HCC are used for similar works within the stand. All electrical equipment in the exhibition stand must be executed in accordance with the latest safety regulations of the Association of German Electrical Engineers [VDE]. In particular, the provisions VDE 0100, 0108, 0128, DGUV Regulation 3 and ICE 60364-7-711 must be observed.

**22. Decorative materials:** decoration materials must be at least B1 in accordance with DIN 4102 at least class C in accordance with EN 13501-1; in other words, they must be hardly flammable. The 'hardly flammable' property can be achieved only retrospectively for a part of these materials with a flame retardant agent. The flame retardant agents must be officially approved. The confirmation of the low flammability, or a compliant impregnation, must be kept available for inspection at the stands at all times.

**23. Use of balloons and flying objects:** the use of balloons filled with safety gas and other flying objects (e.g. drones) in the hall and in the outdoor exhibition area must be approved by the Event Organiser and by the HCC. It is in principle forbidden to operate drones while visitors are present. The operation of such flying objects may not obstruct or damage security elements at any time. For approval, the rules on the operation of a drone according to the 'Ordinance on the regulation of the operation of unmanned flying unmanned aircraft' (German Federal Law Gazette, Part I2017No. 17 of 06/04/2017) must be complied with.

**24. Cut plants, trees and provisions on the presence of animals:** plants may be used for decorative purposes only in fresh, green condition. If it becomes apparent during the exhibition that plants have dried out and are, therefore, more flammable, they must be removed. Trees must be cleared of branches up to a distance of 50 cm above the soil. **Deciduous and coniferous wood** may only be used with moist root bales. Bamboo, reed, hay, straw, bark mulch, peat or similar materials in general do not satisfy the above requirements. The use of animals at events, or events with animals, requires separate individual consultation with due consideration of the applicable provisions on animal welfare and the German Disease Control Act, as well as the corresponding statutory provisions relating to hygiene. The corresponding additional expense, such as special cleaning and obtaining approvals shall be borne by the Event Organiser.

**25. Containers for rubbish, recyclable materials and residual waste:** no containers for rubbish, recyclable materials and residual waste made of flammable materials may be set up within the stands. Containers for rubbish, recyclable materials and residual waste within the stands must be emptied regularly, at least every evening after the closing of the trade fair. If larger volumes of flammable waste are generated, they must be disposed of several times a day.

**26. Empty containers, packaging:** it is forbidden to store empty containers, packaging and wrapping materials of whatever nature within the stand and outside the stand in the hall. Any empty containers, packaging and wrapping materials must be removed without undue delay.

**27. Smoking ban:** a general smoking ban applies at the Assembly Facility. The smoking ban must be observed and enforced by each exhibitor at their stand.

**28. Ashtrays:**an express smoking ban applies in the halls; in the outdoor exhibition area, a sufficient number of ashtrays made of non-flammable material must be provided, and it must be ensured that they are regularly emptied.

**29. Fire extinguishers:** we recommend that suitable and inspected fire extinguishers are kept available at the stand. Double-storey stands and stands with a higher fire risk must be equipped with fire extinguishers. The HCC, the buildings supervision authority, or the fire brigade may require that additional extinguishing equipment be provided at the expense of the Event Organiser and the exhibitor on a case-by-case basis.

**30. Pyrotechnics:** pyrotechnical displays must be approved in advance by the HCC. When using pyrotechnics on the premises of the HCC, the exhibitor/stand builders must obtain approval from the regulatory authority. The use of pyrotechnical objects must be monitored by a qualified person in accordance with the law on explosives. Proof of the owner's permit and of the certificate of competence must be submitted. The object approval is attached to the packaging concerned (e.g. BAM-PI, BAM-PTI, etc.). In addition, the packaging must have the instructions for use printed on it in German. Pyrotechnical objects without approval or pyrotechnical objects of classes II, III or IV are not permitted.

**31. Fires, candles:** it is not permitted to use open fire, candles and fuel pastes in fair and exhibition stands.

**32. Laser systems:** the operation of laser systems must be notified and agreed with the HCC. When operating laser systems, the requirements of the German Industrial Safety Ordinance on artificial optical radiation 2006/25/EC/ and the German Ordinance on artificial optical radiation [OStrV], DIN EN 60825-1, DIN EN 12254 and for show lasers, the requirements of DIN 56912 and DGUV Information 203-036 'Laser equipment for show and projection purposes' must be observed. The responsible supervising authority must be notified of the use of laser systems of classes 3R 3b and 4 before commissioning, and such systems must be inspected, if so required, by a publicly appointed and sworn expert with regard to their technical safety clearance at the expense of the Event Organiser. The inspection certificate must be submitted to the HCC before the event. The notification must be accompanied by a written confirmation of the appointment of a laser protection officer who will be present at the location.

**33. Fog machines:** use of a fog machine requires approval by the HCC to prevent the fire detection system from triggering false alarms.

**34. Other required approvals:** the use of pressure gases, radioactive substances, high-frequency systems, radio systems and X-ray systems may be used only after prior consultation with and the approval of the HCC and any responsible authorities.

**35. Hot plates, deep fat fryers, spotlights, transformers:** as a special precaution, all heat generating and heat developing electrical devices must be mounted on non-flammable, heat-resistant, asbestos-free base. A sufficiently safe distance from flammable substances must be ensured in accordance with the development of heat. Light fixtures may not be attached to decorations or similar devices. Please do not forget to switch off electrical cooking equipment and other devices that may give rise to hazards in the event of uncontrolled operation at the end of the daily opening hours. According to the specifications of the fire brigade, the operation of deep-fat fryers in the building of the HCC is not permitted.

**36. Advertising materials/Advertising:** unauthorised advertising activities outside the exhibitor's own stand (e.g. distribution of brochures, use of advertising signs) is not permitted.

**37. Acoustic and optical performances:** the operation of acoustic systems and audio-visual performances of any kind by the exhibitor require the approval of the trade fair management, and applications must be submitted in writing. For musical performances, the noise level may not exceed 60 dBA. In the event of a recurring failure to comply with this provision, the power supply for the exhibitor's stand may be cut off without regard to any resulting breakdown of the supply to the stand. The exhibitor shall have no right to compensation for any direct or indirect damage incurred as a result of the interruption of the power supply. The exhibitor shall bear the burden of proof for compliance with the regulation.

**38. Musical reproductions (GEMA, GVL and contributions to the Social Security Fund for Artists [KSK]):** the Event Organiser is solely responsible for the timely registration and payment of the fees for the performance or reproductions of copyright-protected with GEMA (German Society for Musical Performance and Mechanical Reproduction Rights) or with GVL (German Society for the Exploitation of Performance Rights) and the KSK (Social Security Fund for Artists). Unregistered musical performances may give rise to claims for damages.

**39. Explosive substances/Ammunition:** explosive substances are governed by the German Explosives Act as amended and may not be used or exhibited at trade fairs and exhibitions. The same applies to ammunition for the purposes of the German Arms Control Act.

**40. Spray guns, nitrocellulose lacquers:** the use of spray guns and nitrocellulose lacquers is forbidden.

**41. Flammable liquids** and flammable gases may not be used or stored in the stands. The use of burners of any kind requires the express approval of the technical management.

**42. Spirits and mineral oils** (petrol, gas, petroleum, etc.) may not be used for cooking, heating or operational purposes.

**43. Abrasive cutting/sawing works, hot-melt works and all works using an open flame:** welding, cutting, soldering, grinding and cutting/sawing works, as well as other works associated with an open flame or flying sparks are forbidden. In exceptional cases, the HCC may issue, upon a written application accompanied by a description of the works, a permit for fireworks subject to special safety requirements (permit for works involving a fire hazard).

**44. CE marking of products:** products that do not have a CE certificate of conformity and do not meet the requirements pursuant to sections 4(1) or (2) of the German Product Liability Act may be exhibited only if a visible sign clearly shows that the products do not meet these requirements and can be purchased within the EU only once the corresponding conformity has been produced. In relation to performances, the necessary precautions (barriers) for the protection of people must be taken (cf. section 3(5) of the German Product Liability Act).

**45. Changes to non-compliant stand constructions/special constructions:** stand structures, furnishings, equipment and decorations (materials) brought into the hall, which have not been approved or which do not comply with the technical guidelines or the NVStättVO, may not be used in the Assembly Facility and must be removed or modified, if appropriate, at the expense of the Event Organiser. This shall also apply to execution by substitution on the part of the HCC. The partial or full closing of a stand can be ordered for a compelling reason, in particular for severe security defects.

**46. Dismantling of the exhibition stand:** after dismantling the stand, the exhibition spaces must be restored to their original state. Any remaining waste, packaging and stand construction materials must be disposed of at the expense of the Event Organiser. The exhibitor is liable for any damage to the ceiling, walls the floor or installation equipment. Adhesive strips must be removed without residue. The Event Organiser is responsible for complying with the contractually agreed times (especially the set-up/dismantling times). Violations/additional expenses will be charged to the Event Organiser, or, failing that, to the party committing the breach or causing the expense.



Damage to the hall, its equipment or to the outside facilities caused by the exhibitor or by the latter's commissioned agents, must be reported in any event to the HCC.

Stands that have not been dismantled, or exhibition items not cleared away will be removed and stored after dismantling at the expense and risk of the exhibitor. The HCC bears no liability.

**47. Safety at work:** all set-up and dismantling works must be executed with due consideration of the applicable industrial safety provisions and accident-prevention regulations, in particular DGUV-V 1 'Prevention', DGUV-V3 and DGUV-V17/18, as well as DGUV Information on 'Safety during events and stage productions' of the German statutory accident insurance funds. The Exhibitor and the companies commissioned by the Event Organiser are responsible for complying with the accident-prevention and industrial safety regulations. The exhibitor and the companies commissioned by the Event Organiser must ensure that their set-up and dismantling works do not give rise to a hazard for other people present at the Assembly Facility. Hazardous areas must be cordoned off and marked, if necessary, even if only for a short period. If necessary, the exhibitor must ensure appropriate coordination to prevent a risk for other people. If this is not possible, the exhibitor must temporarily suspend the works and report to the HCC.

**48. Waste disposal and separation:** to ensure environmentally-friendly disposal of the waste generated during the event, as well as during set-up and dismantling, we request the exhibitors to dispose of the waste separately according to waste fractions in the collection containers provided to this end. We wish to point out that we dispose waste to a 'customary extent'. We will dispose a disproportionately high volume of waste for a fee. This applies likewise to any special waste left behind by the exhibitor. In line with the principle of waste avoidance, recyclable materials should be used in the stand design and for the supplies in the stand.

Exhibitors who offer food and beverages for immediate consumption must use washable reusable dishes and cutlery, glasses and a reusable tablecloth. The use of plastic (even recyclable) or of paper dishes (even if biodegradable, uncoated) is not permitted. It is not permitted to serve beverages from cans or single-use bottles. Should these provisions be violated, the HCC reserves the right to impose sanctions up to a withdrawal of admission to the trade fair. Due to the considerable costs associated with their production, we request that exhibitors refrain from the use of edible serving dishes. Edible serving dishes are foodstuffs, and their use is not consistent with ethical considerations, as they are often disposed of as waste.

Please contact the HCC with any questions.

## Event Terms and Conditions

### Part IV. Facility regulations

The Facility Regulations define the rights and obligations of visitors/spectators during their visit to the public assembly facilities of the Hannover State Capital. The instructions issued by employees and commissioned agents of the Hannover Congress Centrum - hereinafter referred to as the HCC - must be complied with.

Only event visitors and guests of the HCC or leaseholders of the HCC and their Event Organisers are permitted to be **present** at the Assembly Facility. Spectators/visitors must take the place indicated on the admission ticket for the event concerned and must use the entrances specified for this purpose. Upon leaving the Assembly Facility, the admission ticket becomes invalid.

All facilities at the Assembly Facility must be used **with care and consideration**. Inside the Assembly Facility, every person must behave in a manner that prevents any damage, risk or - to an avoidable extent - inconvenience or nuisance for other people.

All public assembly facilities of the Hannover State Capital are generally subject to a **smoking ban**, which extends to e-cigarettes. Notices to this effect must be observed.

For safety reasons, the HCC and the Event Organiser may order the **closing of rooms**, buildings and outside event areas and their evacuation. All people present in the Assembly Facility and on the premises must follow such instructions promptly and leave the Assembly Facility immediately should evacuation be ordered.

**Cloakroom, bags and body checks:** for security reasons, event participants may be prohibited from taking bags and backpacks into the facility, and may be ordered to leave bags, backpacks and outdoor clothing in the cloakroom at normal fees in an amount of up to EUR 2.00. In the absence of any prohibitions to this effect, visitors must expect that bags and body checks will be performed and that the content of containers, coats, jackets and cloaks will be inspected. Visitors who do not agree to the seizure of items by admissions or security staff that may present a hazard for the event or for visitors will be expelled from the event. Expelled visitors are not entitled to claim reimbursement of the admission fee.

**No liability is assumed for items of value, money, for keys in bags, backpacks or other items left in the cloakroom.**

People evidently under the **influence of alcohol or drugs** will be expelled from the event and must leave the Assembly Facility.

The **provisions of the German Act on the Protection of Youth** apply. Special arrangements apply only with an express notice at the ticket offices and admission areas.

#### **Visitors are not permitted to carry the following items with them:**

- Racist, xenophobic or radical propaganda material
- Weapons and corrosive or colouring substances, as well as hazardous substances of any kind
- Hazardous items, as well as items that may inflict physical injury to people if thrown.
- Gas spray containers, corrosive or colouring substances, or a pressurised container for easily ignitable gases or gases that are damaging to health, except for common pocket lighters and hairspray, deodorants and perfumes
- Fire crackers, rockets, Bengals, smoke powder, sparklers, flares and other pyrotechnical objects
- Mechanical and electrically operated noise-making instruments
- Containers made of breakable or splintering materials
- All food and beverages belonging to visitors
- Devices for sound or image recording for commercial purposes, without the approval of the Event Organiser
- Animals

**Right to one's own image:** if employees of the HCC, the Event Organiser or commissioned companies produce photographs, films and/or videos in the Assembly Facility for reporting or advertising purposes, such recording activity may not be obstructed or impaired in any other way. All people who enter the Assembly Facility or are present in the Assembly Facility are informed about those photography, filming and video recording activities in the area of the Assembly Facility through these Facility Regulations. By entering the Assembly Facility, the people who can be identified on those recordings agree that the recordings are used both for reporting and advertising purposes.

**Noise level for music events:** visitors are advised that permanent damage to hearing may result from the attendance at musical performances. To reduce the risk of hearing loss, we recommend the use of ear plugs or comparable hearing protection. The hiring party shall provide hearing protection to visitors upon request.

**Admission bans** imposed by the landlord shall apply to all current and future events held at the Assembly Facility. An admission ban will be revoked only upon a written and justified request, which shall be decided by the HCC within three months.

Hannover, May 2018