



## TERMS AND CONDITIONS FOR EVENTS

As of June 2017

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### **committee (Article 1);**

1. The Terms and Conditions for Events apply to all contracts with Freiburg Wirtschaft Touristik und Messe GmbH & Co. KG (hereinafter referred to as FWTM) concerning the organisation of events, in particular the rental of the venue in question, of areas and rooms, the use of technical and other equipment, the provision of services and work accompanying the event as well as the provision of mobile equipment and constructions. They apply towards natural (private) persons and companies, persons acting in a commercial capacity, legal entities under public law and separate estates governed by public law (hereinafter referred to as an entrepreneur). These Terms and Conditions for Events also apply to all future contracts with a company. Additional or contradictory contractual provisions from our contracting parties (hereinafter referred to as customers) shall only apply if they have been expressly accepted in writing by FWTM.

2. In addition to these Terms and Conditions for Events, the **"Safety Regulations"** shall apply where an event includes

- activities that cause a fire risk such as the use of pyrotechnics, lasers or smoke machines;
- the use or construction of podiums, stands, stages, etc.;
- the erection of stage, studio and lighting or other technical equipment; or
- decorations, fittings, props, etc. being brought into the venue.

3. In addition to these Terms and Conditions for Events, the **"Exhibition Regulations"** shall apply when booths are set up for an event.

4. If the customer is planning measures/structures (according to figures 2 and 3), the Safety Regulations and Exhibition Regulations will be sent to them on request. In addition, these documents are available for download from the FWTM website. The customer agrees to ensure that the Safety Regulations and Exhibition Regulations are both communicated and fully and bindingly observed as a minimum standard for all subcontractors (agencies, technical equipment providers, exhibitors, etc.).

5. If the contract or an appendix to the contract with the customer stipulates conditions which deviate from these Terms and Conditions for Events, such a contract shall have priority over the regulation as laid down in these Terms and Conditions.

### **§ 2 Conclusion of the contract, supplements to the contract**

1. Any contracts or supplements to the contract with FWTM shall not be valid unless made in writing. For this purpose, FWTM shall send two unsigned copies of the contract proposal, including appendixes, to the customer. The customer shall sign two copies and return them to FWTM within the period stated therein. Returning the two legally effective, signed copies of the contract shall constitute an offer to conclude the contract in the legal sense. By countersigning one copy of the contract and sending it to the customer, FWTM shall accept the contract and thus conclude it.

2. If any supplements or amendments are agreed as part of the execution of the contract, the written form requirement shall be deemed observed if the document in question is transmitted electronically or by fax, and agreed to by the other party. If short-notice orders of media or event equipment are made during setup or during the event, such confirmation shall generally take the form of minutes of transfer or a delivery note.

3. Reservations and options shall end after the expiry of the return period stipulated in the event contract at the latest. There is no requirement for the customer to be notified separately.

### **§ 3 Customer, organiser, event manager**

1. Where the customer is not the organiser of an event (but a broker or agency, for example), or where the customer organises an event for a third party, the organiser/third party shall be named in writing within the contract, and shall be informed of all contractual primary and accessory obligations. The customer shall remain responsible for the fulfilment of all obligations towards FWTM. The customer shall be bound by the actions taken and declarations made by the organiser/third party stated in the contract and by the persons appointed by them.

2. If the contract does not state any organisers/third parties in addition to the customer, the customer shall assume the function of organiser, fulfilling all obligations which are incumbent on the organiser according to the wording and authority of these Terms and Conditions for Events and the Safety Regulations.

3. Equipping third parties with areas, halls or rooms with or without charge shall

require the written consent of FWTM. The consent shall be deemed given if the third party is mentioned by name in the contract.

4. For accompanying trade exhibitions, the permission for handing over areas to exhibitors (third parties) shall be deemed given if the exhibition is mentioned in the contract or in a bill of quantities.

5. The customer/organiser shall give FWTM the name of a person authorised to make decisions, who will be present during the entire event in his/her function as event manager. The event manager must participate in a local inspection of the venue and familiarise him/herself with the event rooms including emergency exits and escape routes. On FWTM's request, the event manager shall participate in a consultation/orientation session regarding the Safety Regulations to be observed, prior to the event. The event manager is additionally required to be present at all safety meetings, in particular those deemed necessary by the fire service and/or police and/or FWTM.

6. The event manager is responsible for the organised and safe running of the event. He/she must be present during the event itself, (opening hours for visitors) be contactable at all times and make any necessary decisions in consultation with the appointed FWTM contact person, the authorities and external services (fire brigade, police, building authorities, public administration office, medical services). The organiser's event manager is obliged to stop the event if necessary due to any danger to people having arisen in the venue, if safety-related technical equipment, installations or fixtures are not functioning or if the requirements of the Regulation for venues in Baden-Württemberg (VStättVO) are not being (or cannot be) met. The event manager will be assisted by an appointed FWTM contact person.

7. The non-fulfilment of the obligations incumbent upon the customer and the event organiser according to these Terms and Conditions for Events may lead to limitations and, in severe cases, even to the event being cancelled.

### **§ 4 Subject of agreement**

1. Event venues, areas and rooms are made available on the basis of escape routes and seating plans with a set maximum capacity for the purpose stated by the event organiser approved by the authorities. The exact description of the usage object, the maximum visitor capacity and the purpose of use shall be given in writing, either in the contract or in an appendix to the contract. If no information as to the visitor capacity is made the customer may, at any time, inspect the existing, approved escape routes and seating plans, for the purpose of planning his/her event. In any case, the customer must ensure that the maximum number of visitors admitted or the number of tickets entering circulation as stated in the approved escape route and seating plan is not exceeded.

2. Changes to equipped halls, rooms, areas or structures, to the escape route and seating plans or additional constructions or fittings require the submission of any necessary official approval and the written consent of FWTM. The duration, cost and risk of the authorisation process are the full responsibility of the organiser.

3. If the customer does not rent the entire venue, he shall not have the right to the exclusive use of entrances/exits, foyers, and functional floor space such as toilets, cloakrooms or outside areas. He must tolerate joint usage of such areas with other customers, their visitors and FWTM. If several events take place simultaneously at the same venue, each of the customers shall behave in such a way as to avoid any mutual disturbance of the other event. The customer shall not have a contractual right to the other customer's event being limited.

4. FWTM does not grant any protection from events identical or similar in content taking place simultaneously or close in time at the venue.

5. FWTM shall have the right for security or operational reasons to enter the halls/rooms/areas equipped both during the construction and dismantling phase and during the event itself.

6. If the City of Freiburg needs to use the premises or facilities due to overriding communal interests (state visit, or other), the customer must accept a transfer to reasonable alternative premises. Any resulting costs will be borne by FWTM.

## **§ 5 Fees, operational costs, ancillary costs, security deposit**

1. The Overview of Costs and Services enclosed in the contract shall state the contractual fee. Unless expressly otherwise agreed, all fees are calculated exclusive of the statutory sales tax applicable at the time the service is rendered.

2. Information on the services and fees are based on the latest status of the event planning. If the customer's event planning changes, this shall lead to changes in the fees accordingly (please observe § 4 (2)).

3. All building facilities and installations and all technical equipment that the customer orders from FWTM for the event must always be serviced/operated exclusively by FWTM's technical personnel or by FWTM's qualified technical service partners. The costs incurred by the presence and action of the technical staff shall be at the customer's expense.

4. According to § 40 VStättVO, staff responsible for event equipment or event equipment engineers must be provided at the customer's expense for the construction and dismantling of stage, studio or lighting equipment. For details on ordering and the obligation to be present, please refer to the Safety Regulations for events.

5. The staffing requirements for fire brigade, ambulance, security and visitor management services depend on the type of event, the number of visitors and the risks specific to the individual event. The costs incurred by the presence and action of these services shall also be at the customer's expense.

6. Unless otherwise agreed in the event contract, the customer shall pay the fee agreed in the event contract, including ancillary costs and costs for additional services 30 days before the date of the planned event. If the event runs for several days according to the event contract, the payment shall be calculated from the first day of the event, for the entire rental period.

7. For events which include catering services, FWTM and its contracted hospitality service companies shall have the right to claim an advance payment for sales made from this catering. The same applies when fixed delegate rates are charged.

8. FWTM shall have the right to ask for an advance deposit payment to cover any damage to the rooms, areas and facilities equipped.

9. The complete cost calculation for the event shall be based on a final calculation after the event, based on the services ordered and rendered, as well as operating and ancillary costs incurred. Any advance payments, deposits or entrance fees collected by FWTM shall be offset in the final calculation.

10. Payments shall be made immediately upon invoicing to the account of FWTM. Delayed payments shall be subject to statutory default interest. FWTM reserves the right to prove a higher compensation claim arising from the default.

## **§ 6 Hand-over, return**

1. Once the venue or the rented rooms and areas have been handed over, the organiser shall – at FWTM's request – agree to inspect the venue including the technical equipment, escape exits and escape routes. If FWTM obliges the organiser to name an event manager, this event manager shall join the inspection at FWTM's request, and make him/herself familiar with the venue during the inspection.

2. If the organiser finds any faults or damage to the usage objects, these must be documented in writing and be communicated in writing to FWTM immediately. Both parties may ask for hand-over minutes to be written, which are used to document the status and any faults or damage.

3. Any objects, structures, decorations, etc. brought into the venue by the organiser him/herself or by third parties on his/her behalf during the usage period must be completely removed by the customer by the end of the usage period, and the original status must be restored. After the end of the usage period, any objects must be removed at the expense of the customer.

## **§ 7 Catering, merchandising**

1. The customer generally has no right to bring food, drinks, refreshments or similar onto the property, halls or rooms and offer it there, either him/herself or through third parties. The right to offer hospitality services at the venue lies exclusively with FWTM and with the catering companies contracted by FWTM.

2. In those cases where – with FWTM's consent – the customer or exhibitors at a trade fair offer food and drink, the use of disposable dishes or cups is invariably not

permitted. Drinks may only be provided in re-usable items such as glasses or returnable bottles with deposits. Cans, plastic cups and single-use bottles must not be provided. Meals must not be supplied on disposable crockery or in disposable packaging.

3. The event organiser is not permitted without prior written consent by FWTM to carry out any commercial activities or to order commercial agents such as merchandisers, florists or tobacconists beyond what is directly related to the organisation of the event itself. If FWTM agrees to such activities, FWTM may charge booth rental or a percentage of the turnover, to be agreed separately.

## **§ 8 Cloakrooms**

1. Cloakrooms for visitors shall be managed by FWTM. FWTM will decide if and to what extent a cloakroom will be available for the respective event.

2. At public events where tickets are (pre-)sold and at events with row seating, coats as well as bags and backpacks (larger than DIN A3) must be left in the cloakroom. Visitors are required to pay the applicable cloakroom charge according to the price list displayed.

3. For security reasons, FWTM may prohibit bags and backpacks or require that bag checks and/or body searches be performed. No liability is assumed for money, keys or valuables left in bags, backpacks or coats deposited in the cloakroom.

4. The customer is obliged to explicitly inform the visitors to its event of the requirement to use the cloakroom at a charge as well as of any further obligations or prohibitions, and to impose the implementation of such requirements within the scope of ticket (pre-)sales and admission.

5. The revenue accrued from the cloakroom charge will be used to cover the operation and staff costs for FWTM. The revenue accrued from managing the cloakroom is due exclusively to FWTM.

6. The customer may request that the visitor cloakroom is staffed for non-public events in return for covering the running costs.

7. If the customer does not commission the running of the cloakroom, FWTM shall not assume any obligation to store or exercise care over any items in the cloakroom. In the event of this, the customer shall bear sole liability for any losses incurred by visitors to its event.

## **§ 9 tickets**

1. The customer shall be responsible for the production and sale of tickets.

2. The customer shall ensure that the organiser is fully stated on the tickets.

3. The customer is required to indicate the obligation to use the cloakroom in the Konzerthaus Freiburg as well as in the historic merchants' hall on the admission tickets. If any other restrictions apply (e.g. restrictions on bags), the information is to be included accordingly.

## **§ 10 Advertising and promotional campaigns**

1. The organiser shall be responsible for advertising the event. Any kind of advertising measure on the premises, on and in the halls and rooms requires FWTM's prior consent. This also applies to promotional campaigns on the premises of the venue. The customer shall announce such campaigns in writing and agree the type, scope, security requirements and costs with FWTM.

2. FWTM shall not be obliged to remove any advertising material already present on its premises, even if there is competition with the object of the organiser's advertising. The customer may only cover existing advertising surfaces with the prior consent of FWTM.

3. In all advertising measures and all publications, the customer shall clearly and unequivocally communicate that he/she is the organiser of the event and not FWTM. Any use of original fonts or logos of FWTM on any kind of advertising materials shall be submitted for approval to FWTM prior to publication.

4. An administrative flat charge of €250.00 must be paid for each advertising unit displayed without permission by the customer. In addition, the organiser is liable for all damage and expenses incurred in connection with such advertising (e.g. removal and cleaning costs).

## **§ 11 Audio and video recordings, photography**

1. Aside from the consent of any persons subject to copyright and ancillary copyright, any audio and video recordings, photography and any other types of recording or transmissions of the event (radio, TV, internet, loudspeakers) require the written consent of FWTM.

2. Representatives of the press, radio and television are permitted for current news coverage subject to the current safety regulations and the seating plan. FWTM must be notified of any planned reporting in due course before the event.

3. FWTM shall have the right to make, or have made video/audio recordings and drawings of event processes and/or exhibited or used objects for the purpose of documentation or own application unless the customer contradicts this in writing.

#### **§ 12 GEMA and GVL fees**

1. Timely registration and payment of fees for the performance or playback of works protected under intellectual property rights payable to GEMA (Society for Musical Performing Rights and Mechanical Reproduction Rights) or to GVL (Society for the Administration of Neighbouring Rights) are the sole obligation of the organiser (customer). The operator may require the organiser (customer) to submit written proof of the registration of the event with GEMA or GVL, written proof of invoicing by GEMA or GVL or written proof of payment of fees to GEMA / GVL in due course before the event. If the organiser (customer) is unable or unwilling to provide such proof, the operator may require the organiser (customer) to pay a deposit amounting to the expected GEMA fees in due course no later than 14 days before the event.

#### **§ 13 Permits of public authorities, official registering duties**

1. The customer shall fulfil all registering and information duties prescribed by the authorities and the law for the event, as well as any necessary permit – unless otherwise agreed in the Terms and Conditions for the Event or in the contract; the customer shall follow any orders, conditions and requirements stipulated by the authorities.

2. The customer shall be responsible for observing the statutory requirements in force at the time of the event, in particular those under Public Assemblies Act (VStättVO), Occupational Health and Safety Act, Working Hours Act, Trade Regulation Act, Children and Young Persons Act and Accident Prevention Regulations issued by Occupational Accident Insurance companies.

3. All fees and taxes in connection with the event shall be payable by the organiser. Value added tax is to be paid by the customer from all revenues made at the event (sale of tickets, programme leaflets, etc.). Any statutory charges payable to the Künstlersozialkasse (Artists' Social Insurance) for artists' fees, shall be payable by the organiser in due time.

#### **§ 14 Customer's liability**

1. The customer shall be liable for any damage for which he/she, his/her vicarious agents, the organiser, his/her guests and other third parties may be responsible for in connection with the event, according to legal regulations. This also applies in any case in which the customer is not responsible for the choice of vicarious agents.

2. The customer releases FWTM from all claims asserted by third parties in connection with the event, provided he, his/her vicarious agents or his guests or visitors are responsible for them. This obligation to free from liability shall also apply to any penalty fees and offences (for disturbance of the peace, blocking escape routes, exceeding admissible visitor numbers, breach of smoking ban) claimed from FWTM through the venue by the authorities in connection with the event.

3. The customer shall irrevocably release FWTM from all claims arising through the event, or advertising for the event, violating the rights of third parties (in particular copyright, image and name rights, brand rights, competitive rights, personality rights) or other legal regulations. This obligation to free from liability shall also apply to any costs for warnings, court fees or costs for legal prosecution.

4. The customer is required to conclude an event liability insurance for the event covering damage to rental objects for a minimum sum of five million euros. In addition, the insurance must cover damage to objects and persons, financial losses, other damage to movable rental objects, and the loss of valuable items.

#### **§ 15 FWTM's liability**

1. FWTM excludes liability without fault for damages for initial faults to the equipped hall, rooms or areas.

2. A reduction of fees due to faults may only apply if the intention to reduce the fees was communicated to FWTM during the usage period.

3. FWTM excludes liability for simple negligence unless essential contractual obligations have been violated.

4. If essential contractual obligations have been violated, FWTM's liability for damages in all cases of simple negligence shall be limited to the damage which is the predictable, typical and direct average for this type of contract.

5. FWTM shall not be liable for damage caused by measures for keeping up security and order. If an erroneous assessment of risks leads to a limitation, cancellation or abortion of the event at the order of FWTM, FWTM shall not be liable in cases of simple negligence.

6. FWTM shall not be liable in the case of loss of objects, equipment, structures and other valuable objects brought in by the organisers or by third parties or visitors on behalf of the organisers, in as far as FWTM has not accepted the storage of such objects for a fee. In individual cases at the customer's request, FWTM shall provide a special security service at a fee.

7. In as far as liability has been excluded or limited under these Terms and Conditions, this shall also apply to FWTM's vicarious agents. Both FWTM and the customer shall be liable for any fault of their vicarious agents, without recourse to being freed from fault for selecting these vicarious agents.

8. All above exclusions and limitations of liability shall not apply for culpable loss of human life, personal injury, or impairment of human health, nor shall they apply in the case of express assurance of features.

#### **§ 16 Withdrawal, termination**

1. In the event of a violation of essential contractual obligations and having set a deadline to no avail and given a warning that services will be refused, FWTM shall be entitled to withdraw from the contract, in particular in the following cases:

a) the payments due from the customer (contractual fee, ancillary costs, security deposit) have not been made in time;

b) the event leads to a disturbance of public law and order, or damages the reputation of the company;

c) the official permits or licences required for the event have not been submitted;

d) a substantial change to the purpose stated in the event contract has been made;

e) the customer, at the time of signing the contract, and in particular when stating the purpose of use in the contract failed to reveal that the event is organised for a political party, or a religious or "quasi-religious" organisation;

f) the customer breaches legal regulations, in particular the Regulations for Venues or conditions and stipulations made by the authorities;

g) the customer fails to fulfil his/her legal and official duties – only to the extent in which they are connected with the event – or the notification, reporting and payment obligations towards FWTM, public authorities, the fire brigade, ambulance and emergency services or GEMA as stipulated in the contract;

h) the customer becomes the subject of insolvency proceedings or the opening of insolvency proceedings is dismissed for lack of assets.

2. If FWTM uses its right to withdraw for one of the reasons stated in § 16 (1) a to h, claims for payments of fees shall be upheld, with the deduction of any costs that are saved.

3. If the customer is an agency, FWTM and the agency shall have a right to special termination in the event that the customer (organiser) withdraws the order or terminates the contract with the agency. This right of special termination shall only be executable if the agency's customer takes over all of the rights and obligations from the existing contract with FWTM, and if he provides adequate security at FWTM's request.

#### **§ 17 Cancellation of the event**

1. If the customer fails to hold the event for a reason for which FWTM is not answerable, FWTM shall have the option of claiming a lump sum from the customer instead of a damages payment based on actual calculations. In this event, FWTM shall be entitled to claim the lump sum below, in relation to the fees charged. If the event is cancelled

- up to 365 days prior to start of the event: 10%
- up to 270 days prior to start of the event: 20%
- up to 180 days prior to start of the event: 50%
- up to 90 days prior to start of the event: 75%
- thereafter: 100%

2. Any cancellation by the customer shall be made in writing. The customer shall be entitled to prove that no damage was incurred, or that the damage did not amount to that of the lump sum. If the damage incurred to FWTM is higher than the damage to be reimbursed according to the lump sum, FWTM shall be entitled to claim for damages accordingly. In this event, the burden of proof shall lie with FWTM.

#### **§ 18 Force majeure**

1. Unless otherwise specified below, in cases of force majeure, which present as events that are external, unforeseeable and unavoidable despite exercising reasonable ordinary care, the organiser is released from the obligation to pay the agreed fees with the exception of the costs for services already rendered. If FWTM has paid any costs for the customer which would have to be reimbursed according to the contract, the customer shall be obliged to reimburse such costs in any case.

2. Individual artists failing to appear, the late arrival of one or several participants or bad weather including ice, snow and other weather events with the exception of flooding in the vicinity of the venue shall under no circumstances constitute "force majeure" as defined by these Terms and Conditions for Events.

3. The cancellation or discontinuation of an event either by the organiser or on the order of the authorities due to force majeure, in the case of the threat of terrorist attacks or other credible threats, or due to the discovery of so-called "suspicious objects" or other comparable events falls within the scope of the risk assumed by the organiser, as the organiser is responsible for the contents of the event and the composition of participants and audience, as well as the publicity of the event has an effect on the likelihood of such incidents or decisions. If an event is cancelled before the beginning of the agreed period of use, the provisions regarding the cancellation of the event pursuant to section 17 of these Terms and Conditions for Events shall apply. If the event is started and then discontinued, all agreed fees less any costs that had not been incurred by the time of the cancellation shall be paid by the organiser. It is recommended that the organiser take out cancellation insurance for the event in order to ensure appropriate protection against associated financial risks.

#### **§ 19 Execution of domiciliary rights**

1. For the duration of the contractual period, FWTM and any agents appointed for the purpose of this contract shall continue to have unrestricted domiciliary rights towards the organiser, his/her visitors and third parties.

2. In addition to FWTM, the customer/organiser and his/her event manager shall also have domiciliary rights in the rooms provided, to the extent necessary for safely holding the event. The customer/organiser and his/her event manager shall ensure the orderly and safe organisation of the event in the rooms of the venue provided. They shall enforce the House Regulations with respect to visitors. In the case of violations of the House Regulations, they shall take the measures necessary to prevent further violations.

3. FWTM and its agents shall be granted free access to all rooms and areas of the event in the execution of their domiciliary rights.

#### **§ 20 Discontinuation of events**

In the event of violations against essential contractual obligations, safety-related regulations and in particularly dangerous situations, FWTM may request that the organiser vacates and surrenders the objects of the contract. In the event that the organiser does not follow such a request, FWTM shall be entitled to have the venue cleared at the expense and risk of the organiser. In such an event, the customer shall be obliged to pay the full fee.

#### **§ 21 Collection, processing and use of data**

FWTM provides the rooms and areas of the venue described in the contract for the organisation of concerts, conferences, meetings as well as sports, cultural and other events. In order to fulfil the purpose of the business contractually agreed, personal data shall be collected, processed and used. Within the scope of existing

business relationships, FWTM regularly sends technical and commercial information to its contractual partners both before and after the event. If the customer does not wish to receive such information, he/she may contradict this at any time.

#### **§ 22 Offsetting and retention rights**

The customer may only exercise any offsetting or retention rights if his/her counterclaims have been conclusively determined through a court ruling, or if they are undisputed or accepted by FWTM.

#### **§ 23 Assignment**

All of the customer's takings from selling tickets before and at the event shall be designated in advance for FWTM, up until the amount totalling FWTM's claims made in the event contract.

#### **§ 24 Place of performance/jurisdiction**

1. The place of performance for all claims arising from the contract shall be Freiburg.

2. This agreement is subject to German law.

3. If the customer is an entrepreneur or if the customer does not have a general place of jurisdiction in Germany, Freiburg shall be the place of jurisdiction for any disputes arising from, or in connection with, this contract.

4. FWTM has agreed to participate in dispute settlement before the competent consumer arbitration body:

Allgemeine Verbraucherschlichtungsstelle  
at the Zentrum für Schlichtung e.V.  
Straßburger Straße 8  
77694 Kehl am Rhein, Germany

(§ 36 para. 1 no. 2 of the German Consumer's Alternative Dispute Settlement Act (VSBG)).

#### **5. Straßburger Straße 8 § 25 Severability**

If individual provisions of these Terms and Conditions for Events or of the Safety Regulations for events shall be or become invalid, then this shall not affect the validity of the other provisions. In this event, the invalid provision shall be amended or altered in such a way as to achieve the intended purpose as closely as possible.

# HOUSE REGULATIONS

Freiburg Wirtschaft Touristik und Messe GmbH & Co. KG Messe Freiburg The House Regulations apply to the venues and the associated outside areas. They apply to all persons entering, or present at, the venues or the premises.

FWTM and any third parties appointed by it (organisers) shall have **domiciliary rights**.

FWTM shall be entitled to limit access to the venues and the outside areas for visitors, exhibitors and other third parties by, for example, only allowing access against presentation of an **entrance pass or entrance ticket**, and to check that the access rules are observed.

**Children and young people** aged 14 and under shall only be granted access when accompanied by adults. Any rules deviating from this shall be published separately. Young people aged 15 and over have the same unlimited access as adults. Any event-specific, special regulations such as "expert visitors only" shall remain unaffected.

FWTM staff and staff of the security services under contract with FWTM shall be entitled to carry out **identity checks** on the premises. Persons found without valid entrance passes or who are not authorised to be in the hall or on the premises for any other reasons shall have to leave the premises immediately.

**Bags, containers** and clothes such as coats, jackets and shawls may be searched. Visitors who do not agree with objects that may jeopardise the event or pose a risk to visitors being confiscated by the visitor management service shall not be permitted to enter the event. Rejected visitors shall not be entitled to have their entrance fees reimbursed. Depending on the type of event, carrying coats, jackets, umbrellas, bags and similar containers may be prohibited. **At public events where tickets are (pre-)sold, coats, bags, backpacks and other objects (larger than DIN A3) must be deposited in the cloakroom. Visitors are required to pay the current cloakroom charge according to the price list displayed.**

For safety reasons, personal objects – items of clothing, bags, suitcases, etc. – may not be stored anywhere but in the cloakroom on the ground floor. Items left in the building shall be picked up by FWTM staff and can be collected from the cloakroom against payment of the valid cloakroom fee.

Each person shall receive a cloakroom tag in return for the items deposited in the cloakroom. The person shall receive an additional ticket for any other items left in the cloakroom. Items deposited in the cloakroom shall only be returned upon presentation of the cloakroom tag or ticket, though no other evidence of entitlement is required.

In the case of loss of the cloakroom tag/ticket, the items left in the cloakroom will only be handed over once all other visitors have collected their items. Loss of the cloakroom tag is to be communicated to the cloakroom staff immediately, indicating the name, address and telephone number of the visitor. This being the case, the visitor is then required to pay € 10.00 to the cloakroom staff in place of the lost cloakroom tag.

Visitors are obliged not to leave any objects such as identity documents, credit cards, cash, keys, mobile telephones, or valuable items such as jewellery etc. in the cloakroom. The cloakroom services provided by FWTM do not extend to the storage of such objects, but exclusively to the item deposited in the cloakroom in exchange for a cloakroom tag/ticket. Visitors bear the risk of loss or damage for all objects in the items deposited in the cloakroom. This expressly applies to objects left inside items such as bags, rucksacks etc. FWTM is excluded from the liability for such objects.

Persons who are obviously under the **influence of alcohol or drugs** may be excluded from the event.

All equipment at the event shall be treated **with care**. Inside the venue, everyone shall behave in such a way as not to harm, endanger, hinder or bother others more than is unavoidable in the circumstances.

**Smoking is not permitted** at the venue. Instructions concerning smoking must be observed.

Any behaviour that may disturb the normal course of the event, or which violates the justified interests of FWTM in some other way must be refrained from, in particular:

- accessing non-public areas;
- carrying out any unauthorised commercial activity on the premises (in particular offering objects and services of any kind with or without charge);
- the unauthorised distribution or putting up of flyers, advertising leaflets, posters, magazines, etc. and applying stickers of any kind;
- bringing animals; exceptions: guide dogs for the disabled or blind and dogs used for police or security work;
- dirtying the halls or the outside areas as well as any behaviour which may harm the environment or put it at risk;
- using bicycles, scooters, kickboards, roller skates, inline skates, skateboards and similar means of transport inside the venue and on the premises;
- ideal for meetings and celebrations of all kinds.

It is not permitted to bring in the following objects:

- weapons or dangerous objects which may injure people if thrown;
- laser pointers;
- gas spray bottles, acid or colouring substances or pressurised containers for highly flammable or hazardous gases, excluding standard pocket lighters;
- containers made of breakable or splintering material;
- fireworks, rockets, Bengal lights, smoke powder, flares and other pyrotechnic objects;
- flags and banners;
- mechanical and electrical noise-producing instruments;
- food and drinks, disposable crockery and bottles;
- racist, xenophobic or radical propaganda material;
- video cameras and other devices for making audio or video recordings (unless permitted by the organiser);
- umbrellas and walking sticks must be deposited in the cloakroom (except walking sticks for the disabled)

**Rights to one's own image:** If FWTM staff, the organiser or companies acting as their agents take photos or make film and/or video recordings at the venue for reporting or advertising purposes, such activities may not be obstructed or adversely affected in any other way. All persons entering or present at the venues

shall be informed of the rules pertaining to photographs, film and video recordings at the venue as laid down in the House Regulations. These recordings may be used for both reporting and advertising. The "right to one's own picture" is limited by the participation in a public event.

**Noise levels at music events:** In order to reduce the risk of health damage due to loud noise at music events, we particularly recommend using hearing protection aids. On request, visitors may obtain hearing protection aids free of charge from the cloakrooms.

**Bans on entering the premises** issued by FWTM shall be valid for all ongoing and future events organised at the venue. FWTM may lift the ban on entering the premises at its own discretion.