

# General Terms and Conditions for Events

## Messe Offenbach GmbH

### § 1 Scope

1. *These General Terms and Conditions for Events (GTC) apply to the use of halls, all rooms and outdoor areas, to the provision of event-related services and to the provision of mobile facilities at Messe Offenbach. Messe Offenbach (hereinafter referred to as MOF or Place of Assembly) is operated by Messe Offenbach GmbH.*
2. *These GTC apply to natural persons (hereinafter referred to as Private Persons) and to companies, persons acting in a commercial capacity, legal entities under public law and special funds under public law (hereinafter referred to as Undertakings). With regard to Undertakings, these GTC also apply to all future contractual relationships until they are replaced by a new or amended version of the GTC. All or any additional or deviating contractual conditions of our event organisers only apply if MOF has explicitly acknowledged them in writing. Should any deviating agreements be made with the event organiser in the contract, these agreements always take precedence over the respective provisions in these GTC.*

### § 2 Reservations, Conclusion of Contract, Supplements to the Contract

1. *Verbal, electronic or written reservations for a specific event date serve only to keep an option open for the later conclusion of a contract. Such reservations have a limited term and are not binding with regard to the later conclusion of the contract. The term of such reservations ends at the latest upon expiry of the (return) deadline stated in the reservation or in the contract. No entitlement exists to extend an option when it expires. Reservations and event options are not transferable to third parties. The repeated occurrence of an event on several occasions or the repeated provision of rooms and surfaces on specific dates does not establish any rights for the future, unless individual provisions have been agreed in this respect in the contract.*
2. *Offers are only valid if made in text form bearing the organiser's signature on the offer and MOF's signature on the confirmation of the offer. The signatures of the respective contracting parties may also be made as simple electronic signatures.*
3. *If supplements or amendments to the contract are agreed during the course of the performance of the contract, the text form requirement is deemed observed if the respective declaration is transmitted electronically or by fax and confirmed by the other party. Verbal agreements must be confirmed in text form in the same way without delay. Short-term requests for and the installation of technical media and event facilities may also be confirmed in a handover protocol.*

### **§ 3 Contractual Partners, Organiser, Event Manager**

- 1. The contractual parties are MOF and the organiser designated in the contract offer. If the organiser runs the event for a third party (e.g. as an agency), this must be disclosed to MOF and the third party named in writing to MOF prior to conclusion of the contract. In the capacity as contractual partner of the operator, the organiser remains responsible for all obligations incumbent on the "organiser" pursuant to the terms of these GTC. The explicit written consent of MOF must be obtained in the event of any change of organiser or if a third party is allowed to use all or part of the place of assembly, whether free of charge or in return for payment.*
- 2. Prior to the event, the organiser shall provide MOF with the name in writing of a representative who is authorised to make decisions concerning the management of the event and who, at the request of MOF, may perform the function and duties of the event manager in accordance with the Directive on Places of Assembly for the State of Hessen (H-VStättR).*
- 3. Failure to fulfil the obligations incumbent on the organiser under the terms of these GTC may lead to the restriction or cancellation of the event.*

### **§ 4 Subject Matter**

- 1. Halls, surfaces, rooms or open spaces are made available on the basis of officially approved escape routes and seating plans with fixed visitor capacities and for the purposes indicated by the organiser.*
- 2. At the request of MOF, the organiser must provide information on the client (e.g. association statutes), the purpose, in particular the content of the event (e.g. programme, list of speakers, posters).*
- 3. Any change to the purpose requires the prior written consent of MOF. The organiser undertakes to inform MOF immediately in writing of any intention to change the purpose.*
- 4. Changes to the rooms or halls provided, changes to escape routes and seating plans and additional installations and fixtures may only be made with the written consent of MOF and subject to presentation of any necessary official approvals. The duration, costs and risk involved in the approval procedure are borne in full by the organiser.*

### **§ 5 Period of Use, Handover, Times of Use**

- 1. When the rooms or halls are handed over, the organiser is obliged, at the request of MOF, to inspect the premises, including technical facilities, emergency exits and escape routes. If MOF requires the organiser to appoint an event manager, the latter must be present at the inspection and familiarise him/herself with the Place of Assembly during the inspection. If the organiser discovers defects or damage to the premises, these must be recorded in writing and communicated to MOF in writing without delay.*
- 2. Any objects, structures, decorations and similar items brought in by the organiser or by third parties on the organiser's behalf during the period of use must be removed in their entirety by the organiser before the agreed end of use and the premises restored to their original condition. After the end of the period of use, any such objects may be removed subject to a charge at the expense of the organiser. If the premises are not returned in a vacated condition in good time, the organiser shall in any case be obliged to pay compensation for use in line with the usage fee. The right to assert further claims due to delayed return is reserved.*

3. *Other events may be held at MOF at the same time as the organiser's event and foyers or passageways may be used by visitors to other events. The organiser is not entitled to any claims for injunctive relief, reduction in fees or damages arising from such circumstances.*
4. *A small group of MOF representatives has access to the rented halls and rooms at all times.*

## **§ 6 Terms of Payment, Fees, Ancillary Costs, Supplementary Services**

1. *100% of the agreed gross LOCATION RENT (HALLS | ROOMS) is due for payment no later than 6 weeks before the start of the event. Payment is considered on time if it is deposited in MOF's account by the due date. If payment is not made or is late, MOF shall be entitled, at any time before or after the start of the event, to*
  - a. *withdraw from the contract for which payment has not been made;*
  - b. *to withdraw from the entire contract.*

*It is explicitly pointed out that MOF's right of withdrawal still applies even if the hirer appears at the fairground. Reference is made to the following regulations.*

1. *If the hirer has already paid part of the rent but does not participate in the fair following a declared withdrawal, MOF shall refund the partial rent received after deducting the (flat-rate) contractual penalty or any higher damage in accordance with the following agreement.*
2. *In the event of justified withdrawal, the trade fair may demand a flat-rate contractual penalty of up to 25% of the agreed prices for the event(s) from which the hirer has withdrawn. MOF reserves the right to prove that higher damages have been suffered.*
3. *Supplementary services and ancillary costs, which cannot be specified at the time the contract is concluded, such as the provision and operation of technical equipment, the appointment of specialist staff, fire safety officers, admission and security staff or a medical team, as well as any necessary intermediate or special cleaning, are to be paid for separately.*
4. *All services and ancillary costs incurred are to be invoiced after the event has taken place, taking into account any advance payments made.*
5. *All agreed fees and payments are due immediately after invoicing without deduction and must be transferred within 14 days to the account specified in the contract or the payment demand. In the event of late payment, default interest will be charged.*

## **§ 7 Advertising and Liability for Unlawful Advertising Measures**

- 1. Advertising for the event is the responsibility of the organiser. Advertising measures in the rooms and on the MOF premises require the consent of MOF. Subject to agreement, MOF may organise advertising measures for a charge. MOF is entitled to refer to the event in the event programme and on the Internet unless the organiser objects in writing.*
- 2. The organiser irrevocably indemnifies MOF against all claims arising from the fact that the event or the advertising for the event constitutes an infringement of third parties rights (in particular copyright, image and name rights, trademark rights, competition rights, personal rights) or other legal regulations. The indemnity obligation also extends to any costs incurred due to warnings, court proceedings and prosecution.*
- 3. Poster advertising without official permission is prohibited by law and in the event of non-compliance the organiser shall be obliged to pay damages*
- 4. The organiser's name must be stated on all printed matter, posters, tickets, invitations etc. in order to make it clear that a legal relationship is established between the event visitor and the organiser and not between the visitor or third parties and MOF.*

## **§ 8 GEMA fees**

### **(German Society for Musical Performing and Mechanical Reproduction Rights)**

*The organiser is solely responsible for registering works liable to GEMA fees punctually with GEMA and for the timely payment of GEMA fees. MOF may demand written proof of registration of the event with GEMA, written proof of payment of the GEMA fees and/or written proof of invoicing by GEMA from the organiser in good time before the event. If the organiser is unable or unwilling to provide such proof, MOF may demand a security deposit from the organiser in the amount of the expected GEMA fees.*

## **§ 9 Production of audio, Audiovisual and Visual Recordings**

- 1. Audio, audiovisual and visual recordings as well as other recordings and transmissions of the event of any kind (radio, TV, internet, loudspeakers, etc.) shall require the written consent of MOF, subject to the consent of the copyright and ancillary copyright holders involved. MOF is entitled to make consent dependent on the agreement to pay a fee.*
- 2. MOF has the right to make or commission the production of visual/audio recordings and drawings of event sequences or exhibited or used items for the purpose of documentation or for its own publications, unless the organiser objects in writing. The objection must be made in writing to MOF 2 weeks before the start of the event.*

## **§ 10 Official Permits, Statutory Reporting Obligations, Taxes**

- 1. The organiser must fulfil all official and legally prescribed registration, notification and approval obligations for the event at his/her own expense. No recourse liabilities may be imposed on MOF as a result of non-observance or non-fulfilment of any official regulations on the part of the organiser.*
- 2. The organiser must comply with the relevant regulations in force at the time of the event, in particular those contained in the State Building Code, the Occupational Health and Safety Act, the Trade Regulation Act, the Youth Protection Act and the accident prevention regulations of the employers' liability insurance associations, as well as the regulations of the Directive on Places of Assembly for the State of Hessen.*
- 3. If an event is to take place on a Sunday or a public holiday, the organiser is responsible for applying for exemptions pursuant to the Hessian Public Holiday Act (HFeiertagsG). This also applies to the definition of trade fairs and exhibitions and the associated exemptions. If the organiser intends to hold the event on a Sunday or public holiday, he/she is advised to make a preliminary enquiry with the competent authority before concluding the contract. The "Safety Regulations for Events" of MOF must also be observed with regard to all safety-related notification and approval obligations.*
- 4. The organiser bears the taxes incurred in connection with staging the event. The organiser bears sole responsibility for the payment of any artists' social security contributions to the artists' social security fund for all artists commissioned by the organiser, as well as the payment of income tax and VAT for (foreign) artists subject to limited taxation.*

## **§ 11 Catering**

*Catering is provided by caterers contracted by MOF. The provision of food or beverages by the organiser or a third party commissioned by the organiser is possible against payment of an appropriate fee (catering fee) and subject to express written agreement with MOF.*

## **§ 12 Cloakrooms**

- 1. Mobile visitor cloakrooms are managed by the organiser. If the cloakroom is managed, the organiser must ask the visitors to deposit items in the cloakroom. The organiser bears the entire liability risk for lost items of clothing belonging to visitors to the event.*
- 2. If the cloakrooms are not managed, MOF does not assume any duty to look after or safe keep deposited items of clothing. In this case, the organiser bears the sole liability risk for lost cloakroom items belonging to visitors to the event.*

## **§ 13 Fire Safety, Medical Services**

*Depending on the type and size of the event, fire safety officers from Offenbach Fire Brigade and the medical services will be notified by MOF. The scope of these services (times and number of persons to be provided) depends on the type of event, the number of visitors, the event-specific risks and the various official regulations applicable in each individual case. The scope will be determined by MOF in consultation with the relevant authorities. If the number of visitors exceeds 300, a medical team is always required. The costs incurred in connection with the presence and operation of these services is borne by the organiser.*

## **§ 14 Guards and Security Staff**

- 1. MOF provides the necessary guards and security staff at the expense of the organiser. All guards and security staff deployed must have the requisite qualifications and be sufficiently familiar with evacuation procedures in the building.*
- 2. The number of guards and security staff required depends on the type of event, the number of visitors, potential event risks and any other requirements of the building and public order authorities, and is determined on this basis by MOF.*
- 3. MOF appoints the guards and security staff at the organiser's expense In as far as possible, the organiser will be informed of the expected costs upon conclusion of contract. The organiser is fundamentally not permitted to provide or appoint guards and security staff.*
- 4. Should the organiser in individual cases intend to provide or appoint guards and security staff him/herself due to the nature of the event or the special requirements of guards and security staff, a written request must be sent to MOF prior to the event and explicit consent obtained. The terms of para. 2 on the number of personnel to be provided remain unaffected by this.*
- 5. In this case, at least two additional MOF staff members must be present as directors of operations or as supervisors in charge, subject to a charge. MOF shall have the unrestricted right at any time to refuse the deployment of the alternative guards and security staff proposed by the organiser without stating reasons.*

## **§ 15 Responsibility for Event Technology**

*If technical stage, studio or lighting equipment is to be set up for the event, the organiser must provide qualified event technology specialists at his/her own expense pursuant to Sect. 40 of the Directive on Places of Assembly in the State of Hessen.*

## **§ 16 Liability of the Organiser, Insurance**

- 1. The organiser is responsible for the safety of the Place of Assembly in connection with all facilities, structures, suspensions and decorations brought into the place of assembly by the organiser and for the smooth running of the event.*
- 2. In the event of damage to the rented premises by the organiser's employees, visitors, suppliers, customers, craftsmen, etc., or by employees or agents of such persons, the organiser is obliged to remedy such damage or to reimburse the costs incurred by MOF as a result. The organiser is liable vis-à-vis third parties and MOF for any damage to persons and property, insofar as MOF is not responsible for such damage in its capacity as owner of the buildings and the grounds. MOF accepts no liability whatsoever in its relations with the organiser for objects of any kind brought into the halls, or adjoining rooms, or towards persons present on the MOF grounds in connection with the event. Should a claim be made against MOF by third parties for such damage, the organiser is obliged to represent MOF in every respect and to indemnify MOF in full against any compensation paid to third parties*
- 3. Event-related damage is considered to lie within the organiser's sphere of risk insofar as it is due to the nature of the event, its participants or the contents or procedures of the event. In this respect, the organiser is also liable for damage caused by riots or as a result of demonstrations against the event or by comparable incidents caused by the event.*

4. *In addition to personal injury and damage to the Place of Assembly and its facilities, the scope of the organiser's liability also includes damage caused by the fact that third-party events cannot be held or cannot be held as planned.*
5. *The Organiser indemnifies MOF against all claims of third parties asserted in connection with the event, in so far as these claims are attributable to the organiser, his/her vicarious agents, participants or visitors. Any contributory negligence on the part of MOF and its vicarious agents are taken into account on a pro rata basis. The responsibility of MOF to ensure the safe condition and maintenance of the Place of Assembly in accordance with Section 836 of the German Civil Code (BGB) also remains unaffected.*
6. *The organiser is obliged to take out organiser's liability insurance (hereinafter also referred to as "Insurance") for the event with the following amounts of cover*
  - € 5,000,000.00 *lump sum for personal injury and property damage*
  - € 5,000,000.00 *for (rental) property damage to the building and premises*
  - € 250,000,00 *for extended (rental) property damage to premises and facilities*
  - € 50,000.00 *for (rental) property damage by visitors*

*The conclusion of the Insurance policy does not lead to a limitation of the organiser's liability in terms of amount. The liability of the organiser in accordance with 16 (1) to (5) remains unaffected by the conclusion of the Insurance. The obligation to take out the Insurance is a material contractual obligation. The organiser must provide MOF with proof of insurance cover no later than 14 days before the start of the event.*

## **§ 17 Liability of MOF**

1. *Strict, no-fault liability of MOF for damages due to hidden defects (Sect. 536a (1), 1st alternative of the German Civil Code) in the Place of Assembly and its facilities upon conclusion of the contract is excluded. This does not affect any claim to a reduction of the fees based on defects, provided such defects or the intention to reduce the fees are reported to MOF during the rental of the Place of Assembly and such defects are recognisable and can be remedied.*
2. *MOF is liable for compensation for property damage and financial loss sustained by an organiser due to a grossly negligent or intentional breach of duty on the part of MOF or if MOF has expressly assumed a guarantee in respect of the services to be performed. Any further liability of MOF for claims to compensation is excluded with the exception of liability for personal injury and in the event of a breach of essential contractual obligations (cardinal obligations). Cardinal obligations or essential contractual obligations are those obligations whose fulfilment makes the due and proper execution of the contract possible in the first place and on whose compliance the contractual partner regularly relies and may rely, i.e. the essential main contractual obligations.*
3. *If MOF is responsible for personal injury or the breach of cardinal obligations, MOF is also liable, by derogation from 17 No. 17.2, pursuant to statutory provisions, even for a breach of an obligation based on simple negligence. In the event of a breach of cardinal obligations, MOF's liability to pay compensation in cases of simple negligence is, however, limited to the foreseeable, direct average damage typical for the contract, considering the type of agreement reached.*

4. *MOF is not liable for damage caused by measures taken to maintain security and order. If, as a result of a miscalculation of risks, the event is cancelled, restricted or closed down on the instructions of MOF, MOF is not liable for cases of simple negligence. MOF's liability is also excluded if an event has to be interrupted, restricted, modified, cancelled or aborted as a result of official instructions.*
5. *MOF assumes no liability for loss of or damage to items, facilities, structures or other valuables brought in by the organiser, unless a special custody agreement has been concluded in return for payment. At the request of the organiser, a security company approved in accordance with Sect. 34a of the German Trade Regulation Act (GewO) may be commissioned to guard third-party property at the organiser's expense.*
6. *The limitations of liability pursuant to the above 17, Nos. 17.2 to 17.5 also apply in favour of the legal representatives and the vicarious agents of the organiser.*

## **§ 18 Cancellation, Rescission, Cancellation of the Event**

1. *If the event is "cancelled" for reasons for which MOF is not responsible and which do not constitute force majeure as defined in 20, MOF may demand compensation for the damage it has incurred and will incur, including expenses, in the amount of 100% of the agreed rent. In the event of cancellation, cancellation fees are due in the following amount:*
  - *From 56 days before the start of the event: 100 % of the agreed rental price*
  - *Between 57 and 84 days before the start of the event: 50% of the agreed rental price*
  - *Up to 85 days before the start of the event: 25 % of the agreed rental price*

*The calculation of damages applies accordingly in the event of a reduction in the size of the event, a partial cancellation or the relocation of an event.*

2. *Any cancellation by the organiser must be submitted in writing to be valid.*
3. *Should MOF have incurred a greater loss, it is entitled to claim damages in the corresponding amount.*

## **§ 19 Withdrawal/Termination by MOF**

1. *MOF is entitled to withdraw from the contract in the event of a breach of essential contractual obligations after unsuccessfully setting a deadline and threatening withdrawal, in particular in the case of:*
  - a. *violation of contractually agreed payment obligations,*
  - b. *failure to submit evidence of the conclusion and existence of a public liability insurance for events as agreed in 16, No. 6,*
  - c. *any change to the intended use without the previous consent of MOF,*
  - d. *the organiser, upon conclusion of contract, in particular when stating the purpose of use, failing to disclose that the event is being held by a "radical, political, religious or pseudo- religious association" or that the content of the event is of such nature,*

- e. *a lack of official permits and authorisations for the event,*
  - f. *violation of legal regulations, official requirements, permits or fire and safety regulations by the organiser,*
  - g. *violation of contractual agreements, in particular the "Safety Regulations" and the existing "house rules",*
  - h. *a breach of the duty to provide information and to submit documents in accordance with 4 No. 2 of these GTC,*
  - i. *the organiser failing to fulfil statutory and official obligations - although only insofar as these are connected with the event - or contractually accepted reporting, notification or payment obligations with respect to MOF or the authorities or GEMA/GVL,*
  - j. *opening of insolvency proceedings against the assets of the organiser or the opening of insolvency proceedings being rejected for lack of assets and the organiser or, in his place, the insolvency administrator failing to fulfil obligations under the contract or not fulfilling them punctually.*
2. *If MOF makes use of its right of withdrawal pursuant to 19 No. 1 a) - j), it retains its right to claim payment of the agreed fees pursuant to 18.*
  3. *If the organiser is an agency, MOF and the agency have a special right of termination in the event that the client withdraws from or terminates the contract with the agency. This special right of termination can only be exercised if the agency's client fully assumes all rights and obligations from the existing contract with MOF and provides appropriate security at the request of MOF.*

## **§ 20 Force majeure**

1. *1 In all cases of force majeure, such as in particular fire damage, floods, strikes, lawful lock-outs and disease (including epidemics and pandemics) insofar as the Robert Koch Institute assesses the risk as at least "moderate", the contracting party affected thereby is released from the obligation to supply or accept for the duration and to the extent of the case of force majeure. The obligation of the organiser to pay the agreed fees lapses, with the exception of the costs for services already rendered, in cases of force majeure. Force majeure is an external, unforeseeable event that cannot be prevented even when exercising the utmost care that can reasonably be expected, unless otherwise stipulated in 20 No. 2 below.*
2. *The cancellation of individual artists or the failure of one or more participants to arrive on time, as well as bad weather including ice, snow and other weather events with the exception of flooding in the vicinity of the place of assembly, are not cases of "force majeure" within the meaning of these Terms and Conditions for Events.*

- In derogation of 20 No. 1, sentence 1, the cancellation or discontinuation of an event due to force majeure in the case of the threat of terrorist attacks or other serious threat scenarios or due to the discovery of so-called "suspicious objects", which may lead to the cancellation or discontinuation of the event by the organiser, by MOF or by order of the authorities, are within the organiser's sphere of risk, since the organiser influences the likelihood of such events or decisions occurring through the content of the event, the composition of the circle of participants and visitors, as well as through the publicity it arranges for the event. In the event of cancellation of an event prior to the commencement of the agreed period of use, the provisions on "Cancellation, Rescission, Cancellation of the Event" as set forth in 18 No. 1 of these GTC apply in this respect. If the event is cancelled after the start of the event, all agreed fees less the costs not yet incurred at the time of cancellation are to be paid by the organiser. The organiser is recommended to take out appropriate cancellation insurance for the event, insofar as the associated financial risks are to be insured.*

## **§ 21 Exercising House Rules**

- The organiser or the event manager appointed by the organiser is obliged to ensure that the event is conducted safely and in accordance with the contract and to ensure technical safety. The organiser is obliged to enforce house rules in relations with visitors. In the event of violations, the organiser shall take the requisite measures to prevent further violations. Upon request, the organiser may be assisted by the admission or security staff.*
- Alongside the organiser or the event manager appointed by the organiser, MOF and the persons authorised by it retain the unlimited power to exercise house rights in relations with all persons in the Place of Assembly. MOF and the persons authorised by it are granted free access to all premises at all times within the scope of exercising house rules.*

## **§ 22 Discontinuation of Events**

*In the event of a breach of essential contractual obligations, safety-relevant regulations and in the event of particularly dangerous situations, MOF may demand that the organiser immediately vacate and surrender the subject matter of the contract. If the organiser fails to comply with a corresponding request, MOF is entitled to have the object vacated at the expense and risk of the organiser. In such case, the organiser is obliged to pay the fees in full. Further claims against the organiser for damages shall remain unaffected.*

## **§ 23 Observance of Specific and Event-Related Safety Regulations**

- It is imperative that the organiser adheres to MOF "Safety Regulations".*
- If decorations are to be brought into the premises for an event, podiums/stages/performance areas/ used or erected or technical stage, or studio lighting or other technical facilities set up, the organiser must notify MOF of this in writing no later than 4 weeks before the event. Any additional agreements resulting from this are to be recorded in writing and included in the supplementary agreements to this contract concluded for individual events.*

3. Organisers holding a trade fair or exhibition are obliged to provide their exhibitors with MOF's "Safety Regulations" as binding standards. In its relations with MOF, the organiser is obliged to ensure compliance with these regulations
4. The Organiser will be sent a copy of the provisions set out in No. 1 above in writing on request, insofar as these documents are not already attached to the contract as an annex.

## **§ 24 Non-Smokers' Protection Act**

*Upon concluding this contract, the organiser is empowered to exercise house rules in order to implement the Non-Smokers' Protection Act of the State of Hessen. The organiser is obliged to ensure that visitors observe the smoking ban. The organiser must draw attention to the smoking ban and, in the event of violations, take the necessary measures to prevent further violations.*

## **§ 25 Data Protection, Data Processing**

1. *MOF hands over the premises designated in this contract to the organiser for the purpose of holding events and provides event-related services through its own employees and through service providers authorised by MOF. In order to fulfil the contractually agreed business purposes, the personal data provided by the organiser to MOF is also processed in accordance with the provisions of the EU Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG).*
2. *Service providers for event-related services receive personal data from MOF relating to the organiser and its authorised agents for the provision of their services, insofar as this is necessary for the execution of the contract or in line with the legitimate interests of the organiser according to Art. 6 (1) (f) GDPR. In addition, MOF uses the organiser's data for reciprocal information and communication before, during and after an event as well as for its own event-related offers.*
3. *Personal data of the organiser, the event manager or authorised agents may also be passed on to the responsible authorities / agencies, in particular the police, the fire brigade, the public order office and the medical and rescue services, in order to coordinate the security concept for the event.*
4. *If, in the course of software maintenance at MOF, it cannot be excluded that the software companies contracted may gain access to the personal data of the organiser stored, said software companies shall be obliged to comply with data protection requirements in full and to maintain data secrecy in accordance with Art. 5 of the Federal Data Protection Act.*
5. *MOF processes and stores all personal data received from the organiser for as long as is necessary for the fulfilment of contractual and legal obligations. If the data are no longer required for the fulfilment of contractual or legal obligations, they are regularly deleted, unless further processing is necessary - for a limited period - for the following purposes:*
  - *Fulfilment of retention periods under commercial and tax law. The retention and documentation periods specified here are two to ten years.*
  - *Preservation of evidence within the framework of the statute of limitations. According to Sections 195 ff of the German Civil Code (BGB), these limitation periods can be up to 30 years, although the general limitation period is three years.*

6. *If the data subject no longer agrees to the storage of his/her personal data or if these are no longer correct, MOF will, upon appropriate request, delete or block data or make the necessary changes. Upon request, the data subject may receive information free of charge about all personal data that MOF has stored about him or her.*

## **§ 26 Final Provisions and Place of Jurisdiction**

7. *The contractual relationship is governed by German law. The court having jurisdiction for the matter at the registered office of MOF rules on all disputes. The place of performance and jurisdiction is Offenbach am Main.*
8. *If individual provisions in the contract, these GTC or the "Safety Regulations" are or become invalid, this does not affect the validity of the remaining provisions of the contract. Statutory provisions apply in place of the invalid provision.*

Offenbach, May 2022