

EVENT TERMS AND CONDITIONS

STADTHALLE BRAUNSCHWEIG BETRIEBSGESELLSCHAFT mbH

Version: July 2019

- I. General Rental Terms & Conditions**
- II. Organisational and Technical Safety Regulations**
- III. Rules of Conduct**

Preamble

The Event Terms and Conditions are comprised as follows: in Part I, the General Rental Terms & Conditions, in Part II, the Organisational and Technical Safety Regulations and in Part III, the Rules of Conduct for the Stadthalle Braunschweig, the Volkswagen Halle Braunschweig and the Eintracht Stadium. The rights and obligations of the Tenancy Holder and the Lessee shall be regulated under particular observance of the regulations of the Niedersächsischen Versammlungsstättenverordnung (Lower Saxony Venue Regulations), hereafter referred to as NVStättVO, passed on 08th November 2004 in Nds GVBI (Law of Lower Saxony) No. 32/2004 S. 426 ff, amended through Article 1 of the Regulation dated 22.05.2005 to Nds GVBI No. 9/2005 S. 126ff. The Event Terms and Conditions apply to all rental agreements relating to the Stadthalle Braunschweig, the Volkswagen Halle Braunschweig and the Eintracht Stadium, provided that alternative agreements have not been made in the underlying Contract.

I. General Rental Terms & Conditions

§ 1 Subject of the Contract

1. The Stadthalle Braunschweig, the Volkswagen Halle Braunschweig and the Eintracht Stadium shall be rented as multi-purpose halls/stadium on the basis and within the framework of the officially authorised hall layouts / seating plans / capacities, as made known to the Lessee, for the purpose of usage as declared by the Lessee. A rental object can be: the rental of a hall, individual rooms, areas of the entire object as well as other facilities. The exact description of the rental object and the purpose of usage shall be recorded in writing in the Rental Contract.
2. The rental object may only be used for purposes deviating from the contractually agreed purposes following written consent from the Tenancy Holder. The Lessee is obliged to inform the Tenancy Holder immediately in writing concerning any intention to amend the purpose of usage.
3. The respective rental object shall be fundamentally rented in the condition in which it stands. Prior to the rental object being handed over to the Lessee, the rental object, including the technical facilities, emergency exits and emergency routes, shall be viewed mutually with the Lessee or an event manager named by the Lessee. Should the Lessee or the event manager named by the Lessee observe deficiencies in or damages to the rental object, these are to be recorded in writing and the Tenancy Holder is to be informed.
4. The Lessee may not undertake alterations to the rental object without the specific consent of the Tenancy Holder.

§ 2 Closure of the Contract

1. The handing-over of the rental object, facilities and equipment items requires a written Rental Contract, an integral part of which are these Event Terms and Conditions including the therein contained General Rental Terms & Conditions, the Organisational and Technical Safety Regulations and the Rules of Conduct.
2. The provisional reservation of an event location for specific dates does not provide entitlement to the subsequent closure of a Rental Contract, unless the Tenancy Holder has explicitly committed himself accordingly in the legally binding booking conformation. This can also be provided in electronic form. Lessee and Tenancy Holder are, however, obliged to promptly provide information concerning a planned alternative usage or a foregoing of the noted appointment.

§ 3 Tenancy Holder

The Stadthalle Braunschweig Betriebsgesellschaft mbH is the Tenancy Holder for the Stadthalle Braunschweig, the Volkswagen Halle Braunschweig and the Eintracht Stadium.

§ 4 Lessee / Organiser

1. The Lessee named in the Rental Contract is the sole Organiser for the event which is to take place in the rented objects and/or rented areas. A gratuitous handing-over or sub-rental of the rental object, in full or in part to third persons, is only permissible following written consent from the Tenancy Holder.
2. All printed items, posters, admission tickets, invitations, etc. shall bear the name of the Lessee as Organiser, in order to demonstrate that a legal relationship exists between the event visitors and the Lessee, and not between the visitors or third parties and the Tenancy Holder.
3. The Contract parties are obliged to ensure that all advertising measures, in particular all publications and discussions, clearly and unambiguously show the Lessee as Organiser, and not the Tenancy Holder.
4. For the stating of the name of the Tenancy Holder or the naming of the venue location in announcements of any kind (also in the internet), printed items, posters and admission tickets, solely the original script type and/or original logo are to be used. The relevant artwork shall be provided by the Tenancy Holder solely for this purpose.

§ 5 Duration of Rental / Periods of Use

1. The rental object shall be rented for the period of time as agreed in the Rental Contract. Necessary preparation time for construction, decoration and dismantling, etc., is to be accordingly taken into account by the Lessee.
2. At the end of the agreed dismantling time, the Lessee shall hand back the rental object in a cleared state. A separate demand from the Tenancy Holder to leave the hall is not required. A tacit extension of the usage agreement, in particular the legal consequences of § 545 BGB (Bürgerliches Gesetzbuch / German Civil Law), is excluded; an explicit objection thereto is not required.
3. Objects, fixtures, structures and similar items brought in during the rental period by the Lessee or by third parties acting on his behalf shall be completely removed by the Lessee by the end of the rental period and the original state is to be restored. Following expiration of the rental period, the objects may be removed at the Lessee's cost.
4. The Lessee is advised that the rental object will generally be required for further events immediately following the expiration of the rental period as agreed in the Rental Contract. In the case of the rental object not being handed back punctually, the Lessee is obliged to pay a compensation for use, commensurate with the rental costs, as minimum damages. The right of enforcement of further entitlements due to delayed handing-back of the rental object is retained.
5. The Lessee shall not derive any rights from or raise any objections to the fact that, simultaneously or in close temporal proximity to his event, other – possibly similar or congeneric – events may take place in/on objects of the Tenancy Holder

I. General Rental Terms & Conditions

§ 6 Rental Price and Additional Costs

1. The rental charge as agreed between Lessee and Tenancy Holder is determined in writing in the respective Contract. The rental charge covers **only** the additional costs, auxiliary charges and personnel services specifically stated in the Rental Contract or appendix to the Contract.
In the case of further additional services being requested by the Lessee, or of additional auxiliary and personnel costs arising through the event, these shall be reimbursed by the Lessee in accordance with the price lists for additional costs and auxiliary charges valid at the time of the event.
2. Unless otherwise stated in the Rental Contract, the contractually owed rental charge and the agreed fees for additional and auxiliary services must be credited to a bank account, details for which shall be provided by the Tenancy Holder, at least 4 weeks prior to the beginning of the event.
3. The final invoicing for additional, auxiliary and personnel costs as well as other payments owed to the Tenancy Holder shall be carried out following execution of the event. The final invoice payment is due within 10 days of issue. The invoice is deemed as accepted if the Lessee does not make a written objection, stating the grounds therefore, within 10 days following receipt. Objections which the Lessee may have to the invoice which are not raised within the 10-day period may not be asserted following expiration of the time period, unless the Lessee is not responsible for the delay in assertion.
4. Payments shall be made without any deductions. In the case of delayed payment to the Tenancy Holder, default interest to the value of 8% over the respective base lending rate of the European Central Bank shall be due. In the case of the Lessee being "private person or consumer", the interest rate for the payment claim shall be 5% over the respective base lending rate of the European Central Bank. The right to enforce a higher rate of default interest is explicitly retained.
5. Revenue received by the Lessee through advanced ticket sales and admission charges at the on-site payment desk shall be transferred in advance to the Tenancy Holder, up to the value of his entitlements.
6. Admission revenue collected by personnel or service partners of the Tenancy Holder shall first be brought into account following the event.

§ 7 Advertising & Promotion

1. The promotion of the event is the responsibility of the Lessee alone and falls entirely within his area of responsibility. All advertising measures in the buildings and on the premises of the Tenancy Holder require specific written consent from the Tenancy Holder. The execution of the advertising measures can, following agreement, be assumed by the Tenancy Holder against payment. The Tenancy Holder is entitled to make reference to the event in all forms of media, in particular the internet.
2. The Lessee irrevocably indemnifies the Tenancy Holder from any claims which may arise through infringement of third-party rights (copyright image and name rights, brand rights, competition rights, personality rights, etc.) or other statutory regulations (e.g. Teleservices Act) initiated by promotional activities on the part of the Lessee. This provision also applies to all potential costs for legal proceedings arising in connection with these claims.
3. Renegade billposting is legally prohibited and makes the Lessee liable for reimbursement of damages.
4. The Tenancy Holder is entitled to present event previews and commercials, via stationary and electronic media, prior to the start of the event, in the intermission and following the event, in the event rooms and associated adjacent areas. This also applies when a competitive relationship with objects of the Lessee's advertising exists.
5. The Tenancy Holder shall ensure that the performance and playing surfaces are held free of advertising. All remaining commercial advertising rights on the event premises and grounds are retained by the Tenancy Holder. Any existing advertisements may not be covered or removed.

§ 8 Quantity of Places for Visitors

1. The Lessee shall have the use of the places as stated in the Rental Contract and in the current seating plan (printed plan).
2. For every event, the Tenancy Holder shall be granted, free of charge, seats for the police, fire brigade, medical staff, security staff and guests of honour. The quantity of seats is defined in accordance with the type of event, the number of visitors, event-related safety criteria and official specifications.

§ 9 Execution of Ticket Sales

1. Advance ticket sales and ticket sales are the responsibility of the Lessee.
2. The basis for the quantity of visitor places available for ticket sales is the current seating plan (printed plan) for each particular event as provided by the Tenancy Holder.
3. In the case of an electronic ticket system being deployed, the Tenancy Holder must be provided, without specific request, with a sample ticket prior to the initiation of ticket sales. The proposed seating plan is subject to approval by the Tenancy Holder.
4. In the case of deployment of hard tickets, the Organiser's entire ticket production (including press tickets, complimentary tickets, participants' tickets, etc.) is to be presented, prior to the initiation of ticket sales, for inspection and identification. Admission will be granted for identified tickets only.

I. General Rental Terms & Conditions

- In order to reduce safety risks, the Stadthalle Braunschweig/Volkswagen Halle Braunschweig premises prohibit the carrying of bags or backpacks exceeding the DIN A4 format (21 cm x 29.7 cm) at all public events.
In order to speed up the admission process, please inform all visitors in good time. Larger bags can be dropped off outside the hall for a fee of 2 EUR. There are limited possibilities for this outside the main entrances. The Lessee undertakes to print a reference to the bag ban on the admission tickets. The imprint is mandatory.
The Stadthalle Braunschweig Betriebsgesellschaft mbH may reject tickets without imprint as inadmissible.
- The sale of box seats (boxes 1-6, 8 seats each, 48 box seats) takes place exclusively via the Tenancy holder. For each box seat sold, the Lessee receives the basic price of the price category valid in the area. The ticket will be printed by the Tenancy Holder. After the event, the Lessee shall invoice the Tenancy Holder for the costs incurred. Should box seats not be available due to production-related visual restrictions, the Lessee shall provide equivalent seats in the vicinity of the box seats. The Tenancy Holder undertakes to the Lessee to release unused box seats for advance sale six weeks before the event if required. However, only completely unoccupied boxes will be released and a steward will be appointed at the expense of the Lessee to separate normal seats from box seats.

§ 10 Combined Ticket

All admission tickets for the Stadthalle Braunschweig / Volkswagen Halle Braunschweig are valid as a travel ticket on all routes of the Braunschweiger Verkehrs-GmbH in Braunschweig, from 2 hours before the beginning of the event and until the end of operating hours. The prerequisite for this is the following imprint on the admission tickets:

"KOMBITICKET: gültig zur Hin- und Rückfahrt innerhalb Braunschweigs (ZONE 40)" (Combination ticket: Valid for journey to and from the venue within Braunschweig (ZONE 40)).

The imprint is mandatory.

The logo of the Braunschweiger Verkehrs-GmbH shall be printed on the tickets.

The Stadthalle Braunschweig Betriebsgesellschaft mbH may refuse tickets without imprint on the grounds of inadmissibility.

For events from 01.01.2020: By signing the rental contract - without any further legal action on the part of the lessor - a contract is concluded between the lessee and Braunschweiger Verkehrs-GmbH for combination tickets and the associated transport services in accordance with the combination ticket contract attached to the rental contract.

§ 11 GEMA-Fees

- The punctual registration and payment of fees for the performance or reproduction of copyright-protected works to the GEMA (German Society for Musical Performing and Mechanical Reproduction Rights) or to the GVL (Association for the Utilization of Performance Protection Rights) is the sole responsibility of the Lessee. The Tenancy Holder may demand, in sufficient time prior to the event, that the Lessee provide written proof of registration of the event with the GEMA / GVL, the written proof of the invoice through the GEMA / GVL or the written proof of payment of the fees to the GEMA / GVL by the Lessee.
In the case of the Lessee being unable or unwilling to provide proof of payment for the fees, the Tenancy Holder may demand that the event organiser provide security to the value of the anticipated accruing GEMA / GVL fees in due time, but at least 14 days prior to the event.
- The verification concerning the method of payment of the GEMA fees, a possible guarantee of security by the Lessee as well as the definition of verification in accordance with Paragraph 1 may be regulated through a separate entry in the Rental Contract or subsequently in a written supplemental agreement.
- The Lessee irrevocably acknowledges his status, as defined by §§ 81, 97 Urheberrechtsgesetz (German copyright law), as sole Organiser of and responsible person for the event which forms the basis for the lease. The Lessee shall irrevocably ensure the safeguard of the Tenancy Holder's indemnity from all claims, including claims from third parties, with regard to the GEMA fees due. This provision also applies to all potential costs for legal proceedings arising in connection with these claims.
- For all works which are subject to GEMA fees and which shall be performed in the Stadthalle Braunschweig, the Volkswagen Halle Braunschweig or the Eintracht Stadium, the settlement of the GEMA fees and/or the provision of security in accordance with § 10 Paragraph 1 Clause 3 constitutes an essential contractual obligation on the part of the Lessee against the Tenancy Holder.
- Should the Lessee fail to meet his obligations regarding verification and/or provision of security in accordance with Paragraph 1 or 2, or fail to meet them punctually, the Tenancy Holder is entitled, following expiration of a stated deadline, to rescind the contract and claim compensation.

§ 12 Radio, TV, Internet and Loudspeaker Transmission; Production of Audio, Audiovisual and Visual Recordings

Audio recordings, audiovisual recordings, visual recordings and other recordings and transmissions of the event of any kind (radio, TV, internet, loudspeaker, etc.) require, in addition to the consent of the copyright holders and beneficiaries of other protected or intellectual property rights who are involved, written consent from the Tenancy Holder. As a rule, the Tenancy Holder shall receive an additional appropriate sum of remuneration, to be agreed between the parties, in return for the granting of the consent.

I. General Rental Terms & Conditions

§ 13 Wireless Networks / W-LAN

The Lessee is not entitled to construct his own wireless networks or W-LAN networks or to put W-LAN access points into operation. If it is indispensable for an event that customers' own wireless networks are utilised, written authorisation from the Tenancy Holder is required. In the case of W-LAN networks being put into operation without prior authorisation, these can be taken out of service without prior notice. We reserve the right to assert claims for damages on the grounds of disturbances to the W-LAN network of the event premises.

Lessees using the Internet connection (LAN or W-LAN) of the place of assembly or making it available to their visitors/guests are responsible for ensuring that no misuse of the system occurs, in particular through the infringement of copyright, the disseminating or downloading of protected or prohibited content or through the visiting of websites with criminally relevant content. In the case of claims being made against the Tenancy Holder for violations carried out by the Lessee, his event visitors/guests or any other users within the group of the Lessee, the Tenancy Holder shall be exempted by the Lessee regarding all financial demands, including any possible legal expenses.

§ 14 Management, Admission

1. The entire management of events of all kinds on grounds or in buildings of the Tenancy Holder is the sole responsibility of the Tenancy Holder, or tenants or service providers deployed by the Tenancy Holder. This applies particularly for all forms of gastronomic requirements – drinks, food, tobacco, ice cream, confectionary, etc. This also includes the possible provision of food or drink samples or the customer service through the Lessee or his exhibitors, irrespective of whether the provision is made at a charge or free of charge.

The Tenancy Holder reserves the right to hold the Lessee liable for damages in the case of a breach of this regulation. The damage compensation shall be in compliance with the amount estimated by the Tenancy Holder on the basis of comparable items from the gastronomy price list.

2. Admission shall begin at least one hour prior to the start of the event.

§ 15 Protection of Non-Smokers

1. In all venue rooms of the venue locations of the Tenancy Holder, a categorical smoking prohibition exists in accordance with Nds. NiRSG (Lower Saxony law for the protection of non-smokers) dated 01.08.2007.
2. The Lessee is obliged to ensure that visitors adhere to the smoking ban. In the case of infringement of the prohibition, the Lessee shall take necessary action in order to prevent further infringement. Upon request, he shall receive the support of the admissions and/or security services.
3. Violation of the regulations of the non-smoker protection law may lead to disciplinary measures by the relevant authorities against the Tenancy Holder. The Lessee shall indemnify the Tenancy Holder on first demand, should the Lessee and his vicarious agents and executing aides be in contravention of Paragraph 1 or 2.
4. In the case of the law allowing for exceptions for individual, non-public events in public venues and should the Lessee wish to abrogate the smoking prohibition, the prior written consent of the Tenancy Holder is required.

§ 16 Cloakroom, Parking Spaces, Toilets

1. The management of the visitors' cloakroom is the responsibility of the Tenancy Holder. The Tenancy holder shall decide whether and to what extent the cloakroom can be made available for the respective event. The cloakroom charge, as stipulated in the displayed price list, is to be paid by event visitors.
2. For the usage of the toilets, event visitors may be required to pay the service provider in accordance with the displayed price list.
3. For private functions, the Lessee may pay a flat fee for the use of cloakroom and toilets.
4. The Tenancy Holder does not guarantee sufficient parking spaces for the respective event. The Tenancy Holder reserves the right, also at short notice, to use the parking area for alternative purposes.

§ 17 Fire Department Staff, Admission staff, Attendants, Security Staff

The Tenancy Holder shall deploy, based on the requirements specific to the event and hall, fire department staff, admission staff, attendants and security staff. Additional positions/functions arising due to the nature of the event are to be additionally fulfilled through the Lessee if stipulated by the authorities or on the basis of regulations pertaining to venue locations. The costs arising in connection with Sentences 1 and 2 shall be borne solely by the Lessee. The Lessee may only deploy his own admission staff, attendants and security staff, or such acting on his behalf, following receipt of written consent from the Tenancy Holder. With respect to the costs arising from Sentences 1 and 2, the Lessee shall irrevocably ensure the safeguard of the Tenancy Holder's indemnity from all claims, including claims from third parties.

§ 18 Termination of Events

In the case of violation of fundamental event regulations, statutory regulations or requirements of governmental authorities, the Tenancy Holder is entitled to demand the immediate evacuation of the venue and the return of the contractual subject matter. Should the Lessee not comply, the Tenancy Holder is entitled to have the venue evacuated at the Lessee's cost and risk. In such a case, the Lessee is obliged to pay the full sum due. Further claims for compensation against the Lessee remain unaffected.

I. General Rental Terms & Conditions

§ 19 Cancellation of the Event

1. In the case of the Lessee withdrawing from the contract or not staging the event for a reason for which the Tenancy Holder is not responsible, a lump-sum compensation for loss of use shall become due immediately following withdrawal/cancellation as reimbursement of the Tenancy Holder's own expenses and loss of profit. For a cancellation, this amounts to:

- up to 12 months prior to the event: 20% of the agreed basic rent for the booked premises
- up to 9 months prior to the event: 40% of the agreed basic rent for the booked premises
- up to 6 months prior to the event: 60% of the agreed basic rent for the booked premises
- thereafter, 80% of the agreed basic rent for the booked premises.

The loss of use shall be understood in accordance with the current tax law without VAT. All cancellations must be made in writing and must be received by the Tenancy Holder within the stated deadlines.

2. The lump-sum damages calculation according to Clause 1 shall apply mutatis mutandis in the case of a partial cancellation, a shortening of the event duration and a relocation of the event.
3. Without prejudice to the regulation contained in Clause 1, the Lessee is obliged to reimburse all expenses incurred by the Tenancy Holder up to the time of cancellation through the commissioning of third parties as well as actual costs.
4. The Lessee retains the right to provide evidence of lesser damages.

§ 20 Force Majeure

The obligation of the organiser to pay the agreed fees, with the exception of the costs for already provided services, in cases of force majeure, which is represented as an external, unforeseeable incident which is unavoidable even through the appliance of extreme diligence, unless otherwise stated in the following. The absence of individual artists or the non-punctual arrival of one or more participants as well as bad weather, including ice, snow and other weather events, with the exception of floods in the vicinity of the place of assembly, are not cases of "force majeure" within the meaning of the present event terms and conditions. Cancellation or termination of an event due to the presence of force majeure in the case of the threat of terrorist attacks or other serious threats or due to the discovery of so-called "suspicious objects", which can lead to the termination or the cancellation of the event by the organizer or by order of the authorities, lay within the sphere of risk of the organizer, as he is responsible for influencing the probability of the occurrence of such incidents or decisions through the content of the event, the composition of the participant and the visitor group and also the publicity for the event, which was instigated by him. In the event of the cancellation of an event prior to the beginning of the agreed period of use, the provisions for rescission of the event in accordance with the present terms and conditions shall apply. In the case of a termination of the event after the start of the event, the organiser shall pay all the agreed fees less the costs not incurred at the time of the cancellation.

The organizer is advised to take out a corresponding contingency insurance for his event, provided he would like to secure accordingly against the related financial risks.

§ 21 Sustainability – Green Globe

Since 2012, the Stadthalle and the Volkswagen Halle Braunschweig have been certified in accordance with the globally valid Green Globe sustainability standard. With the introduction of a "sustainability management", the Stadthalle Braunschweig Betriebsgesellschaft mbH has committed itself to act, within the scope of its areas of responsibility and possibilities for action, in a responsible, sustainable way which takes into account, as comprehensively as possible, the economic, ecological and social/socio-cultural aspects. We say: Our method of action, the way in which we carry out our tasks, has an impact on the future. We are facing this responsibility and shall try to act accordingly. We sincerely request that our customers, partners and friends support us in this endeavour. Further information can be obtained from our Internet pages under the menu point "Grüner veranstalten!" and, of course, from our employees.

§ 22 Data processing, data protection

1. Stadthalle Braunschweig Betriebsgesellschaft mbH makes the building described in the contract available to the event organiser for the purpose of holding events and provides event-related services carried out by its own employees as well as through contracted service providers. Personal data provided to the tenancy holder by the event organiser will also be processed for the fulfilment of contractually agreed business in compliance with the provisions of the EU General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG). Further – should this be required for the provision of our services – the tenancy holder processes personal data which he obtains lawfully from publicly available sources or which are justifiably communicated to the tenancy holder by other companies within the Stadt Braunschweig corporation of the Stadthalle Braunschweig Betriebsgesellschaft mbH group of companies, or by other third parties (e.g. an information service).
2. Stadthalle Braunschweig Betriebsgesellschaft mbH shall make available to providers of event-related services personal data concerning the event organiser and their decision-making contact persons insofar as this is necessary for the organisation of the event or for the purposes of the legitimate interests of the event organiser in accordance with Article 6 Paragraph 1 (f) of the GDPR. In addition, Stadthalle Braunschweig Betriebsgesellschaft mbH shall use the event organiser's data for the purposes of mutual information and communication before, during and after an event.
3. Personal data of the event organiser, the event leader and their decision-making contact persons may also be communicated to the responsible bodies/authorities, in particular to the police, fire service, regulatory authority and ambulance and rescue services for the purposes of agreeing the safety and security plan for the event concerned. Insofar as the staff deployed for the event are subject to a background check, the express consent of the individuals concerned is required for this purpose. Where Stadthalle Braunschweig Betriebsgesellschaft mbH does not obtain the data directly from the person concerned, Stadthalle Braunschweig Betriebsgesellschaft mbH requires from the body providing the information (this is usually the employer of the person concerned) a declaration guaranteeing that consent has been provided in accordance with data protection regulations.

I. General Rental Terms & Conditions

4. If, in the process of maintaining software at Stadthalle Braunschweig Betriebsgesellschaft mbH, it cannot be strictly ruled out that contracted software companies will have access to the personal data of the event organiser, these contractors shall be required to comply fully with existing data protection requirements and data confidentiality in accordance with Section 5 of the BDSG.
5. Stadthalle Braunschweig Betriebsgesellschaft mbH processes and retains all personal data which it receives from the event organiser so long as they are required for the fulfilment of contractual and statutory obligations. Once the data are no longer required for the fulfilment of contractual or statutory obligations, they are regularly erased unless further – time-limited – processing is required for the following purposes:
 - compliance with commercial and taxation retention periods. The documentation and retention periods are two to ten years.
 - conservation of evidence in compliance with retention regulations. According to sections 195 ff. of the German Civil Code (BGB) these retention periods may be up to 30 years although the usual retention period is three years.
6. If an individual no longer consents to the retention of his or her personal data or if such retention becomes unjustifiable, Stadthalle Braunschweig Betriebsgesellschaft mbH shall undertake the erasure or blocking of the data or the necessary corrections if instructed to do so. The individual concerned shall obtain information about all personal data concerning him or her retained by Stadthalle Braunschweig Betriebsgesellschaft mbH upon request and free of charge.

<https://braunschweiger-veranstaltungsstaetten.de/de/datenschutz.html>

§ 23 Responsibility and Liability of the Lessee

1. The Lessee shall unreservedly and irrevocably indemnify the Tenancy Holder, irrespective of fault, from all damage, loss or injury caused by himself, his authorised persons, vicarious agents, guests or other third parties as defined by §§ 278, 831, 89, 31 BGB (German Civil Law) in connection with the event.
2. The liability also includes damage arising through events of third parties not being executed or not being executed as planned, as well as damage caused by tumultuous rioting, fire, panic or similar incidents arising through the event.
3. The Lessee shall indemnify the Tenancy Holder from all third-party claims arising in connection with the event, insofar as such claims are the responsibility of the Lessee or his vicarious agents and assistants.
4. The Lessee shall be liable for the complete and flawless return of all devices, keys and equipment provided for his use by the Tenancy Holder.
5. Should, as a result of violation of the regulations contained within these Event Terms and Conditions, in particular the violation of the organisational and technical regulations contained in Part II, fines or penalties be imposed against the Tenancy Holder or his vicarious agents and assistants, – for example on the basis of § 38 Paragraph 5 Clause 2 NVStättVO (operator liability) – the Lessee is obliged to promptly assume and/or reimburse the imposed fines or penalties, insofar as said fines or penalties are based on violations of obligations for which the Lessee or his vicarious agents and assistants are responsible.
6. In accordance with the aforementioned regulation in Paragraph 5, the assumption and indemnity obligation is also extended to include fines imposed against the Tenancy Holder or its vicarious agents and assistants due to other regulations under public law, e.g. due to police regulations or official orders.
7. The Tenancy Holder shall immediately pass on to the Lessee all imposed instances of administrative offences and fines (see Paragraphs 5 and 6 above) which fall within the Lessee's scope of responsibility. The Lessee is entitled to demand that the Tenancy Holder appeal and bring action against the relevant offences and fines. In such a case, the Lessee is obliged to assume the incurred costs of legal proceedings in their entirety and to indemnify the Tenancy Holder completely in this respect.
8. Any additional liability on the part of the Lessee in accordance with statutory legislation remains unaffected.
9. The Lessee is obliged to arrange, at his own cost, third-party insurance for the entire rental period with adequate cover of at least
 - 1 million euros for personal injury
 - 1 million euros for damage to property
 - 250 thousand euros for financial losses.

The Lessee shall provide the Tenancy Holder unrequested with proof of insurance in the form of a contract copy at the time of conclusion of contract, at least, however, four weeks prior to the start of the event.

The Tenancy Holder is entitled to arrange the necessary insurance at the Lessee's cost and responsibility, should the Lessee fail to punctually provide proof of insurance.

§ 24 Liability of the Tenancy Holder

1. Liability on the part of the Tenancy Holder, irrespective of fault, for payment of damages for incipient defects in the object of lease provided is excluded.

I. General Rental Terms & Conditions

2. The liability of the Tenancy Holder for simple negligence is excluded, provided no cardinal obligations or essential contractual obligations have been violated.
3. In the event of violation of essential contractual obligations or cardinal obligations, the obligation of the Tenancy Holder to render damages for instances of ordinary negligence is limited to the average, direct amount of damages that is foreseeable in accordance with the nature of the event and typical of contracts of this type. This does not apply to instances of gross negligence and/or wrongful intent.
4. The Tenancy Holder is not liable for damages arising from measures of his own initiation to ensure the maintenance of security and safety. Should, as a result of a misinterpretation of a potentially precarious situation, restrictions, cancellations or the termination of an event arise at the instruction of the Tenancy Holder, the Tenancy Holder shall not be held liable for instances of simple negligence. The liability of the Tenancy Holder is also excluded if an event must be interrupted, restricted, altered, cancelled or terminated upon instruction from authorities.
5. The Tenancy Holder assumes no liability for objects brought into the venue by the Lessee, his employees, suppliers and other third parties acting on the Lessee's behalf.
6. A reduction of the rental price due to deficiencies in the leased object can only be considered if the intention to reduce the rental price has been submitted in writing to the Tenancy Holder during the rental period.
7. The Tenancy Holder can not be held responsible in cases of disturbance caused through industrial dispute or force majeure.
8. If and insofar as liability is excluded or limited pursuant to the provisions of these Terms and Conditions, this also applies to the personal liability of the Tenancy Holder's employees, workers, representatives and subcontractors.
9. The foregoing disclaimers and limitations of liability in Clauses 1 to 8 do not apply in the event of culpable loss of human life, personal injury, or impairment of human health.

§ 25 Rescission of the Contract

1. The Tenancy Holder is entitled to rescission of the Contract without notice if:
 - a) the contractually agreed payments (rent, additional costs, safety measures) are not paid punctually by the Lessee,
 - b) a breach of the peace or damage to the image of the town will arise through the event,
 - c) official permits or authorisations necessary for the event are not existent,
 - d) the intended use as stated in the Rental Contract is substantially altered,
 - e) insolvency proceedings are initiated concerning the Lessee's assets, or an application for initiation of insolvency proceedings is rejected due to lack of assets,
 - f) provisions of law, in particular the operating regulations of the NVStättVO, or official requirements and instructions, are violated by the Lessee,
 - g) The Lessee fails to fulfil his legal and official obligations – insofar as these are connected to the event – or his contractual obligation to inform, duty of disclosure or duty of payment to the Tenancy Holder or authorities, fire department or medical and rescue services or the GEMA.
2. Should the Tenancy Holder avail himself of the right of rescission, the Lessee shall not be entitled to claim damages against the Tenancy Holder. All costs hitherto incurred by the Tenancy Holder, as well as the agreed sum of interest, are to be reimbursed by the Lessee.

§ 26 Final Provisions and Place of Jurisdiction

1. Subsidiary agreements and supplements to the Rental Contract must be made in writing.
2. General business conditions of the Lessee which deviate from and/or are supplementary to the Event Terms and Conditions (Parts I, II and III) of the Stadthalle Braunschweig Betriebsgesellschaft mbH are not constituent to this Contract. The Event Terms and Conditions on hand in the relevant current version shall apply exclusively.
3. The contractual relationship between the parties is subject exclusively to German law. The place of performance and place of jurisdiction is Braunschweig.
4. Should individual provisions of these Event Terms and Conditions be or become invalid, such circumstance shall not affect the validity of the remaining provisions of the contract. In such a case, the invalid provision shall be appended or amended so that its intended purpose - particularly from an economic standpoint - is achieved to the greatest extent possible.

II. Organisational & Technical Safety Regulations

1. Preliminary Note/Obligation

The organisational and technical safety regulations on hand have been comprised with the aim of comprehensively informing our Lessees/Organisers regarding the measures necessary for the safety of persons during the execution of events. The particular basis for the stipulations laid down here is the Niedersächsische Versammlungsstättenverordnung (Lower Saxony Venue Regulations), NVStättVO, from 08th November 2004.

- 1.1. The Safety Regulations on hand are binding for all companies, organisations and persons which/who execute events at/in our venue locations and buildings. These Regulations form an integral element of our Event Terms and Conditions and the respective Rental Contract. Additional demands relating to safety and fire protection at an event may be made by the public order services, buildings authorities and fire prevention services, particularly if the nature of the planned event may increase the risk of danger to persons and objects.
- 1.2. Compliance with the Safety Regulations and any additional instructions issued by public authorities is generally monitored prior to the start of the event through spot checks carried out by our staff and/or the public order services (building supervision authorities, fire service). Additionally, the current versions of all rulings in the event conditions and venue regulations are to be complied with. On the grounds of event participant safety and fire prevention, the execution of an event can be prohibited by us or the appropriate authority if defects found have not been remedied by the time the event is due to begin.
- 1.3. The Lessee is responsible, at his own expense, for the full implementation of all requirements specified for the event.

2. Lessee Notification and Disclosure Obligations

- 2.1. **Stage Setup Instructions:** The Lessee is obliged to provide the Tenancy Holder with stage setup instructions with details of all constructions at least 4 weeks prior to the start of the event.
- 2.2. **Organisational and Safety Instructions:** In addition to the Stage Setup Instructions the Lessee is obliged, for reasons of safety and in order to ensure optimum preparation and execution of the event, to provide the Tenancy Holder, in writing and at least 4 weeks prior to the start of the event, with details of:
 - the name of the Event Manager as per § 38 Para. 5 NVStättVO (see also No. 3.1 on this subject)
 - the name of the person responsible for the event technology or the qualified person for the event technology, insofar as technical stage, studio or lighting systems are to be constructed (see also No. 3.2 on this subject)
 - the size of the performance areas to be constructed; grandstands, platforms
 - the exact chronological time plan for the event (begin, intermissions, end)
 - the time of the technical rehearsal in accordance with § 40 Para. 6 NVStättVO
 - whether actions constituting a fire hazard or pyrotechnical effects or the operation of laser installations or fog systems are planned (please note approval requirement)
 - whether structures/fittings/decorations will be supplied (fire classification certificates are to be provided)
 - whether there will be movement of technical equipment or artistic performances in or above the auditorium.
- 2.3. **Technical Rehearsal:** if performance areas of more than 200m² in size are to be erected or if guest performances have their own scenery construction, a non-public technical rehearsal with full scenery construction must be held prior to the first event, in accordance with § 40 Para. 6 NVStättVO, unless the relevant building supervision authorities waive this requirement due to the nature of the event or the extent of the scenery construction (if non-hazardous). The building supervision authorities are to be notified of the anticipated time of the technical rehearsal no less than 24 hours in advance. Applications for exemption from technical rehearsals must be made at least one week prior to the event.
- 2.4. **Submission of Guest Performance Rehearsal Log Book:** For guest performances for which a guest performance rehearsal log book ("Gastspielprüfbuch") has been issued in accordance with § 45 NVStättVO, no further technical rehearsal/acceptance is required. The guest performance rehearsal log book must be submitted to the building supervision authorities by the Lessee in due time, at least 1 week prior to the event.
- 2.5. **Police, Security Services, Fire Service (Fire Safety Watch) and Medical Services** will be advised by the Tenancy Holder prior to the event. The extent of these services (number of personnel required) depends on the nature of the event, the quantity of visitors, event-specific safety regulations and individual requirements stipulated by public authorities. The Lessee is responsible for the costs of these services. Solely those security companies which are familiar with the venue location and which are therefore approved by the Tenancy Holder as security service for the venue location may be employed.
- 2.6. **Miscellaneous Disclosure and Authorisation Obligations:** The Lessee is solely responsible for the fulfilment of all fiscal, commercial, regulatory and copyright disclosure and authorisation obligations arising in connection with the event.

II. Organisational & Technical Safety Regulations

3. Responsible Persons

3.1. **Responsibility of the Lessee:** The Lessee is responsible for the entire event programme and the safe and smooth execution of the event, including preparation and subsequent handling. The Lessee is the event Organiser in accordance with § 38 Para. 5 NVStättVO. He is obliged, at his own responsibility, to comply with the relevant regulations applicable at the time of the event, in particular those of the German law concerning venue locations, the regional building regulations and the German Trade Regulation Act, together with the accident prevention regulations of the Employers' Liability Insurance Associations. The same applies for the observance and fulfilment of public authority orders, conditions and requirements. The regulations to be observed in the venue location regulations embrace in particular fulfilment of the obligations under § 38 Paras. 1 to 4 NVStättVO. It should be noted that these regulations include fulfilment of the duty to ensure public safety within the venue for the duration of the rental period, particularly in relation to the decorative materials, equipment and structural parts brought in by the Lessee or his vicarious agents and assistants, laid cables and lines, volume control of sound systems, etc.

3.2. **Event Manager:** The Lessee shall provide the Tenancy Holder with the name of an employee who will act as "Event Manager" during the construction and dismantling phases and during the event itself in accordance with § 38 Paras. 1 to 4 NVStättVO. The Event Manager must be present at the viewing of the rented property (see § 1 No. 3 of the General Rental Terms and Conditions) 4 of the rental in order to familiarise himself with the venue.

The Lessee's Event Manager must ensure compliance with the operating regulations of the NVStättVO and observance of public authority requirements during the event. He must be present during operations, must be available for contact at all times and must undertake any necessary decisions in consultation with the Tenancy Holder, public authorities and external personnel (fire service, police, building supervision authorities, Office for Public Order, medical services).

The Lessee's Event Manager must terminate the event if a hazard for persons at the venue makes this necessary, if systems, installations or facilities that are required for safety reasons are not functioning or if operating regulations of the venue location regulations (see Section 4 on this point) are not (cannot be) observed. He must immediately notify the external agencies (fire service, police, medical services) and the Tenancy Holder contact person named to him if the safety or health of persons is at risk or impaired.

The name and telephone number of the Event Manager are to be provided to the Tenancy Holder in writing at the point of closure of the Rental Contract, no later, however, than 4 weeks prior to the event.

3.3. **Event Engineering Officers and Qualified Staff for Event Technology:** The construction or dismantling of technical stage, studio and lighting systems in the Volkswagen Halle, including technical trials, must be headed and supervised by at least one "Event Engineering Officer". In accordance with § 40 NVStättVO, the Lessee must appoint at least one "Event Engineering Officer" and provide the Tenancy Holder with the name of said Officer together with a copy of the certificate of competence in accordance with § 39 Para. 1 S. 2 NVStättVO.

In the Stadthalle Braunschweig and the business areas of the Eintracht Stadium, the duties of the Event Engineering Officer may be assumed by a person qualified in event technology in accordance with § 40 Para. 4 NVStättVO, provided that no stage areas with a surface area greater than 200m² are to be constructed in the hall. If this is the case, the obligation for the presence of at least one Event Engineering Officer during the construction and dismantling stages is retained.

The Event Engineering Officer(s) or qualified person must familiarise himself/themselves with the technical stage, studio and lighting systems and other technical facilities to be set up at the venue and guarantee their safety and function during operation, particularly in relation to fire prevention.

For dress rehearsals, events, transmissions or recordings of events, at least one Event Engineering Officer specialising in stage/studio or halls and one Event Engineering Officer specialising in lighting technology must be present.

Their presence at dress rehearsals, events, transmissions or recordings of events is not necessary

- if the safety and functioning of the technical stage, studio and lighting systems and other technical facilities at the venue have been tested by the Event Engineering Officer and these items have not been moved or altered in any way,
- if no hazards can result from the nature and execution of the event and a further "supervising person", who is familiar with the technical equipment, is named by the Lessee.
- The name and certificate of competence of the Event Engineering Officer(s) and, where necessary, the "supervising person" (provided this person is not also the Event Manager) must be supplied in writing to the Tenancy Holder at the point of closure of the Rental Contract, no later, however, than 4 weeks prior to the event.

In individual cases and at the request of the Lessee, the Event Engineering Officers can be appointed by the Tenancy Holder at the expense of the Lessee.

II. Organisational & Technical Safety Regulations

4. Regulations for Safe Operation

- 4.1. **The transport to and from** the venue as well as the mounting and removal of decoration and objects of any kind may only be executed with the consent of the Tenancy Holder and under supervision of the Tenancy Holder's employees.
- 4.2. **Fire Service Zones, Hydrants:** The emergency access routes and zones of operation for rescue services and the fire brigade, marked with prohibition signs, must be kept clear at all times. Vehicles and objects left on emergency access routes and in safety areas will be removed at the owner's expense and risk. Hydrants in buildings and outdoor exhibition areas may not be covered or made unrecognisable or inaccessible.
- 4.3. **Seating Plan:** For the layout and seating planning in the venue location, the authorised and approved emergency access route and seating plans are binding. Any changes to the emergency access route and seating plans require the written consent of the Tenancy Holder and typically require an additional permit from the building authorities. Excess occupancy of the venue location is strictly prohibited. This applies not only to seated events but also to events without seating.
- 4.4. **Authorisation from Building Authorities:** The Tenancy Holder can, upon request from and on behalf of the Lessee and at the Lessee's expense, assume the task of forwarding planning applications to the building supervision authority concerning alterations to the hall layout planning or for the construction of podia, platforms and grandstands brought in by the Lessee. The costs of the authorisation process shall be invoiced to the Lessee. The Lessee must provide the Tenancy Holder with the documentation necessary for the authorisation process no later than 6 weeks prior to the event.
- 4.5. For the layout planning of **exhibitions**, the Lessee must punctually (4 weeks) provide distribution plans in triplicate. In these plans the passageways and their dimensions, the partitions and the exits must be shown precisely. Necessary installations for the stands are the responsibility of the Lessee, as are the running costs arising therefrom. The layout planning and the stand construction are subject to particular stipulations of the venue location regulations. They require the consent of the Tenancy Holder and, if applicable, the building supervision authorities.
- 4.6. **Emergency Exits, Escape Hatches, Hall Passageways, Stairwells:** These escape routes are to be kept clear at all times. Doors on emergency access routes must be able to be easily and fully opened from the inside. Emergency access routes, exit doors, escape hatches and their markings and labelling may not be covered, obstructed, removed or made otherwise unrecognisable. The passageways may at no time be restricted by objects either in or protruding into the passageway. All passageways serve as emergency access routes in the case of emergency.
- 4.7. **Abrasive cutting work, heat sources:** Work involving welding, cutting, soldering, thawing and abrasive cutting is **forbidden** in the venue locations. Exceptions are only permissible following prior application and agreement with the Tenancy Holder.
- 4.8. **Drilling of holes** and the insertion of nails, hooks or similar in hall floors, walls and ceilings is not permitted. No fixing of pins with the use of a pistol is allowed. If the Lessee lays carpets or other decorative materials directly onto the hall floor, the risk of persons slipping, stumbling or falling must be excluded. Any adhesives and other residue must be completely removed. Proof of high flame resistance (certificate) for floor coverings/carpet is to be provided by the Lessee.
- 4.9. **Technical Installations:** All technical installations at the venue location are to be operated solely by staff of the Tenancy Holder. This also applies to connections to the lighting or electricity network. Operation of technical installations in the venue locations by the Lessee's staff is subject to the prior written approval of the Tenancy Holder. For the connection and operation of electrical equipment, the regulations of the Verband Deutscher Elektrotechniker (DIN VDE, German Institute of Electrical Engineers) as well as the accident prevention regulations (UVV) of the Main Association of the Employer's Liability Insurance must be complied with. Relevant work may only be executed by qualified personnel (authorised electricians).
- 4.10. **Safety Equipment:** Sprinkler systems, fire alarms, fire extinguishing installations, trigger mechanisms for smoke extraction systems, smoke alarms, devices for closing hall doors and other safety equipment, their signs and the green emergency exit signs must be kept accessible and visible at all times. They may not be obstructed, removed or made otherwise unrecognisable. The function of automatic fire extinguishing systems may not be impaired through coverings and decoration.
- 4.11. **Podia, Platforms, Grandstands** and other constructions brought into the venue location by the Lessee are subject to the approval of the Tenancy Holder and, if applicable, the building supervision authorities. They must be constructed in such a way that no risk is posed to public safety and order, in particular to life and health. The Lessee is responsible for structural safety and proof thereof.

The requirements of the NVStättVO relating to said fittings and of DIN 4102 (behaviour under fire of building materials and building elements) must be explicitly complied with.
- 4.12. **Suspensions from the Ceiling (Rigging)** are to be punctually registered by the Lessee, together with details of the individual loads and suspension points. The Tenancy Holder reserves the right to have these details checked for structural feasibility. For Pre-Rigs, the check is obligatory. The Tenancy Holder reserves the right to have all constructions tested by a specialist for installation technology. The Lessee is responsible for all costs arising therefrom.

II. Organisational & Technical Safety Regulations

- 4.13. **Material Requisitions:** Decorations, furnishings and drapes utilised in the decoration of the event must be of at least highly flame-resistant material in compliance with DIN 4102. Decorations in necessary hallways, passageways and stairwells (emergency access routes) must be of non-combustible material. Materials which are repeatedly brought into use must be re-tested for flame-resistance and, if necessary, must be re-impregnated. The Tenancy Holder reserves the right to insist upon the provision by the Lessee of relevant certificates regarding the flame-resistance of objects. No waste or remains of inflammable materials are to be stored underneath or on stages and platforms. Additionally, the regulations concerning furnishings, requisites and decorations in accordance with § 33 NVStättVO are to be explicitly complied with.
- 4.14. **Decorative Materials** must be sufficiently far enough away from ignition sources, such as floodlights, for the material to not ignite. Decorations must be fastened directly to walls, ceilings or fittings. Freely suspended decorations are only permitted if they are at a distance of at least 2.50 m from the floor. Stage decorations are excepted from Sentences 2 and 3 of this regulation.
- 4.15. **Floristic Decoration**, trees, and branches may only remain in position for as long as they are fresh.
- 4.16. **Inflammable Packaging Materials and Waste** are to be removed from the rented property by the Lessee immediately.
- 4.17. **Removal of Non-Authorised Building Elements, Materials:** Any structures, installations, fittings or decorations (materials) in the hall which have not been authorised or which do not comply with these regulations or those of the NVStättVO are not permitted to be utilised at the venue location and must, if necessary, be removed or altered at the Lessee's expense. This also applies in the event of replacement measures by the Tenancy Holder.
- 4.18. **Use of Open Fire, Inflammable Liquids, Gases and Pyrotechnics** as well as explosive substances is prohibited. This prohibition of usage does not apply if the use of open fire, inflammable liquids, gases and pyrotechnical items is essential to the nature of the event and the Lessee has agreed the necessary fire prevention measures in each case with the Tenancy Holder and the fire service. For all events taking place in front of seated rows, smoking and fire is prohibited. The Lessee must ensure that the use of pyrotechnical items is approved by the authorities and supervised by a person authorised under the law on explosives. Records of the holder's permit and certificate of competence are to be submitted.
- 4.19. **Volume Level at Musical Events:** Organisers of musical events are responsible for reviewing whether and, if so, which safety measures are necessary to avoid injury to the audience. The necessary action is to be undertaken on their own responsibility. By reasonable limitation of the volume level, the Lessee/Organiser must ensure that visitors and third parties are not subject to injury during the event (risk of acute loss of hearing). Measures suited to indicate a music volume that constitutes a health risk can constitute part of the necessary precautions to be taken in order to protect concert visitors from injury and thus also form part of the Organiser's obligation to ensure public safety. As an "acknowledged rule of technology", DIN 15 905 Part 5 "Tontechnik in Theatern und Mehrzweckhallen" ("Audio Engineering in Theatres and Multifunctional Halls") specifies measures for avoidance of a risk to the audience's hearing caused by a high sound pressure level during loudspeaker reproduction.
- 4.20. **Instructions issued by the Building Supervision Authorities**, the fire prevention services, the Office of Public Order and the police are mandatory for the Lessee. Legal stipulations, in particular with regard to the Children and Young Persons Act, trade regulations, the regulations of the Employer's Liability Insurance Association and the venue location regulations are also to be complied with by the Lessee.
- 4.21. **Domiciliary Right:** The Tenancy Holder grants the Lessee the right to admit or refuse visitors entry to the extent necessary for due and safe performance of the event. The Tenancy Holder continues to exercise the right to admit or refuse entry to the Lessee, Organiser, visitors and third parties during the term of the rental agreement. The employees of the Tenancy Holder have for this purpose the right to issue directives also to the security and supervision staff employed by the Lessee as well as the Event Manager. The deployed security and supervision staff as well as external services (police, fire service) shall ensure implementation of the domiciliary right in regard to visitors, service providers and third parties. Their instructions must be obeyed immediately.

III. House Rules

The Rules of Conduct determine the rights and obligations of visitors, guests, organisers and other persons during the term of their stay within the venue location. The directives of the employees and authorised representatives of the Stadthalle Braunschweig Betriebsgesellschaft mbH are to be immediately complied with.

Admission to the venue location is reserved solely for visitors holding valid admission tickets or invitations or special authorisation from the Organiser or the Stadthalle Braunschweig Betriebsgesellschaft mbH. Spectators/visitors must proceed to and occupy the space designated on his or her entry ticket for the respective event and must utilise solely the access routes intended for this purpose. Upon departure from the venue location, the admission ticket ceases to be valid.

All equipment and furnishings of the venue location must be used with **due care and attention**. Within the venue location, each person must comport himself/herself in such a way that no other person is injured, endangered, or – except to the extent made unavoidable by the circumstances – impeded or inconvenienced.

In accordance with Nds. NiRSG (Lower Saxony Law for Protection of Non-Smokers) from 01.08.2007, **smoking is prohibited** in all venue location rooms during public events. This also applies to any electronic smoking substitutes (electronic cigarettes etc.).

Closure of rooms, buildings, and open areas and vacation of the same may be ordered by the Stadthalle Braunschweig Betriebsgesellschaft mbH or the Organiser on the grounds of safety and security. All persons present within the venue location and on the outdoor premises must follow the instructions of the deployed supervision staff, the police and the fire service without delay and must leave the venue location immediately if an order to vacate the premises is given.

To avoid danger visitors are obliged to follow the directives of the police or the security and supervision staff concerning occupation of places, including those in other blocks, which deviate from those intended or shown on the admission ticket. A reimbursement of the admission price is not applicable in such cases.

The contents of **bags, containers** and clothing brought into the venue, such as coats, jackets, and shawls, may be checked. Visitors who do not agree to objects that could pose a hazard to the event or to other visitors being held for safekeeping by the service responsible for maintaining control or public order on the premises shall be barred from entering the event. Visitors thus refused entry shall have no claim to reimbursement of the admission cost. Depending on the nature of the event, visitors may be prohibited from taking bags and similar containers into the event.

Persons who are recognizably **under the influence of alcohol or drugs** shall be barred from entering the event.

Youths **under the age of 14** may only enter the venue location when accompanied by a guardian. The provisions of the Jugendschutzgesetz (Children and Young Persons Act) apply. Exceptions can only be made when a specific notice is displayed at the payment points and admission areas.

It is **prohibited** to bring the following objects into the venue location:

- Backpacks and bags whose largest side exceeds the dimensions of A4 format (21.0 x 29.7 cm)
- Weapons or hazardous objects as well as items which, if thrown, could cause head injury to persons
- Gas spray bottles, substances which cause corrosion or discoloration, or pressure containers for gases which are highly flammable or harmful to health, with the exception of standard commercially-available cigarette lighters
- Containers made of fragile material or material which breaks into splinters or shards
- Fireworks, rockets, flares, smoke bombs or powder, sparklers or other pyrotechnic objects
- Flag or banner poles which are not made of wood, which are longer than 2m or whose diameter is greater than 3cm
- Banners with a large surface area, large quantities of paper, rolls of wallpaper
- Mechanically and electrically-operated instruments which generate noise
- All forms of food, beverages and drugs
- Animals (except guide dogs)
- Propaganda material of a racist, xenophobic or radical nature

The use of video cameras or other audio or visual recording devices at the venue location may, depending on the event, be restricted or prohibited, e.g. through specific notices.

Visitors are notified that during the musical events, permanent **hearing damage** could occur. To reduce the risk of hearing damage, we emphatically recommend that earplugs or comparable hearing protection devices be used.

Right of persons to their own likeness: In the case of employees of the Stadthalle Braunschweig Betriebsgesellschaft mbH, the Organiser or companies deployed by him taking photographs or making film and/or video recordings at the venue location for reporting or advertising purposes, such recording activity may not be impeded or otherwise adversely affected. All persons entering or present within the venue location are hereby notified that photographs, film recordings and video recordings may be prepared at the venue location. By entering the venue location, persons whose likeness is recognizably featured in such recordings and photographs grant their consent to the use of such recordings and photographs for both reporting and advertising purposes.

Bans from entering the premises, applied by the Tenancy Holder, apply to all current and future events held at the venue location. Revocation of a ban requires a written request citing the reasons; decisions in such cases will be rendered within 3 months by the Tenancy Holder.