

General Terms and Conditions Heidelberg Convention Center



§ 1 Scope

1. The present "General Terms and Conditions" shall define the rights and obligations between Heidelberg Marketing GmbH (hereinafter referred to as Heidelberg Marketing) and the respective contracting party while taking the regulations of the Baden-Württemberg Ordinance on the Construction and Operation of Places of Public Assembly (hereinafter also referred to as VStättVO) into special consideration.

2. These General Terms and Conditions shall apply to natural persons (hereinafter referred to as private individuals), persons acting for commercial purposes, legal entities under public or private law and special funds under public law (hereinafter referred to as companies). In relation to companies these General Terms and Conditions shall also apply to any and all future contractual relations. Additional or contradicting terms and conditions on the part of our contracting parties shall apply only if Heidelberg Marketing has expressly recognized such in writing. In the event that deviating agreements are reached with the contracting party within the scope of the event agreement or in an Annex to the agreement, then these agreements shall always have priority over the corresponding regulation within the scope of these General Terms and Conditions.

§ 2 Coming into Existence of the Contractual Relationship

1. As a public facility Heidelberg Convention Center (hereinafter referred to as the Convention Center) is committed in particular to the economic, social and political life of the city of Heidelberg. Apart from that, the Convention Center may be rented for supraregional events if

- there is no danger of overloading the event offer within the city
- the attractiveness and balance of the entire range of events offered by Heidelberg Marketing is ensured.

On this basis Heidelberg Marketing shall make its decision with regard to permitting an event and/or rental of the place of assembly.

2. Agreements with Heidelberg Marketing shall be made in writing in order to be effective. Any and all agreements shall only come into existence if the customer signs and returns the executed agreement in due time so that it is received by Heidelberg Marketing within the acceptance period stipulated in the contract offer. Any reservation options that have been issued shall likewise expire at the end of the period for response at the latest.

3. Reservations and options shall end upon expiration of the acceptance period stipulated in the contract offer at the latest.

4. Rental agreements, reservations and options shall be executed for and on behalf of Heidelberg Marketing exclusively by its management, by holders of a special statutory authority ("Prokurist") and staff provided with correspondingly specific power of attorney.

5. Any and all supplementary services commissioned within the scope of performance of the agreement shall be made in writing. Verbally placed orders shall be immediately confirmed in writing (by letter or fax).

§ 3 Subject Matter of the Agreement

1. Any rental of the halls, rooms and areas designated in the agreement shall take place on the basis of the existing, officially approved emergency escape route and seating plans with a fixed visitor capacity for the purpose of use indicated by the lessee.

2. The rented property may not be used for any purpose(s) other than the purpose(s) contractually agreed without the prior written approval of Heidelberg Marketing. The lessee shall be obliged to immediately inform Heidelberg Marketing in writing about any intention to change the purpose of use.

3. Changes to the rented property, including modification of the emergency escape route and seating plans through structures and installations may only take place with the written approval of Heidelberg Marketing and after

presentation of any required official permits. Duration, costs and risk of any licensing procedures shall be entirely the lessee's responsibility.

§ 4 Contracting Parties, Organizer, Responsible Persons to Contact

1. The contracting parties shall always be Heidelberg Marketing and the lessee designated in the agreement. If the lessee is not also the organizer, then the lessee shall designate the organizer in writing in the agreement as the "organizer" and inform the organizer of any and all contractual obligations, including the present General Terms and Conditions, as well as the safety regulations for organized events. The lessee shall remain responsible vis-à-vis Heidelberg Marketing for fulfilment of any and all obligations incumbent upon the organizer in accordance with the present agreement. In such a case the organizer shall be deemed as the vicarious agent of the lessee. The lessee shall treat actions and statements on the part of the organizer and persons commissioned by the latter as the lessee's own.

2. If no third party is designated in the agreement as the organizer in addition to the lessee, then the lessee shall implement any and all of the obligations incumbent upon the organizer in accordance with the terms of these General Terms and Conditions and the "Safety Regulations for Organized Events."

3. The gratuitous transfer for use or subletting of halls, areas or rooms for a consideration either in part or as a whole to third parties shall require the written approval of Heidelberg Marketing. Approval shall be considered as granted if the third party is designated in the agreement by name.

4. At the request of Heidelberg Marketing the organizer shall be responsible for indicating a "responsible person to contact" in writing thirty days prior to the event at the latest.

§ 5 Rental Period, Delivery, Periods of Use

1. The rented property shall be rented for the period agreed in the rental agreement. Any preparation times required for setup, decoration and dismantling, etc. shall be taken into corresponding consideration by the lessee. Setup and dismantling times as well as rehearsals shall be calculated as the rental period. The periods for loading and unloading in the delivery zones as well as the regulations on arrival and departure must be coordinated with Heidelberg Marketing.

2. With transfer of the rented property the organizer shall be obliged at the request of Heidelberg Marketing to inspect the rented property, including the technical facilities, emergency exits and emergency escape routes. The lessee or the person to contact designated by the lessee shall record any determined defects or damage to the rented property and immediately report such to Heidelberg Marketing in writing.

3. Any and all items, structures and decorations introduced by the lessee shall be completely removed by the lessee by the agreed date of dismantling and the original condition restored. Such items may be removed at the lessee's expense after elapse of the rental period. If the rented property is not vacated and returned on time, then the lessee shall in any case be obliged to pay compensation for loss of use in an amount equivalent to the corresponding rent. The right to assert claims due to late return of the rented property shall remain reserved.

4. At the end of the last hour of the rental period the rented property shall be returned in vacated condition by the lessee. Heidelberg Marketing shall not be required to issue a separate request to vacate the premises. Tacit extension of the rental relationship, in particular the legal consequences of Section 545 of the German Civil Code [BGB], shall be excluded even without objection being required to this end.

§ 6 Rent and Ancillary Rental Costs

1. The agreed rent, ancillary rental costs and supplementary services shall be specified in writing in the form of an Annex to the rental agreement. Any services and additional expenses that have yet to be conclusively determined at the time of conclusion of contract or services commissioned by the lessee only after conclusion of contract shall be remunerated in addition.

2. If no other time is agreed in the rental agreement, then the agreed advance payment on rent, ancillary rental costs and supplementary services in the rental agreement shall be paid in advance to an account indicated by Heidelberg Marketing.

3. Payments shall be made without deduction.

4. Payments shall be due without deduction within 14 days of the invoice date. Interest shall be charged in the event of delay in payment; for companies and persons acting in a commercial capacity eight, and for private individuals five percentage points above the respective basic interest rate of the European Central Bank. However, the right to furnish proof of greater damage caused by default shall remain reserved.

§ 7 Advertising and Liability for Illegal Advertising Measures

1. The lessee shall be solely responsible for any and all advertising for the event. Any and all advertising measures in the rooms and on the premises of Heidelberg Marketing shall require the special written approval of Heidelberg Marketing. By arrangement advertising measures can also be carried out for a fee by Heidelberg Marketing.

2. On all printed matter, posters, tickets, invitations, etc. the lessee is to be indicated as the organizer in order to make it clear that a legal relationship is established between visitors of the event and the lessee and not between visitors or third parties and Heidelberg Marketing.

3. The parties to the agreement shall be obliged to indicate in a clear and unambiguous manner that the lessee and not Heidelberg Marketing is the organizer when it comes to any and all advertising measures, in particular in any and all publications and discussions.

4. Only the original lettering and/or original logo shall be used when the name "Heidelberg Marketing" is indicated on announcements of any and all kinds (including on the Internet), printed matter, posters and tickets. The corresponding templates shall be made available exclusively for this purpose by Heidelberg Marketing.

5. Unauthorized attachment of posters is prohibited by law and shall oblige the lessee to pay compensation.

6. The lessee shall irrevocably indemnify Heidelberg Marketing against any and all claims that may arise due to the fact that the lessee's advertising measures violate the rights of third parties (copyrights, rights to the use of names and images, trademark rights, rights under competition law, rights to privacy, etc.) or other statutory provisions (e.g. the German Teleservices Act [TDG]). The same shall also apply to any attendant costs of legal proceedings.

§ 8 Complimentary Tickets

1. For each event Heidelberg Marketing shall be entitled to reserve certain seats for security and medical personnel and to make them available free of charge to the police and/or the respective security service.

2. In addition, Heidelberg Marketing shall be entitled to 12 free seats for guest performances and concerts.

§ 9 Ticket Sales/Reporting of Sales Figures

1. The lessee shall be solely responsible for the design, manufacture and sale of the tickets.

2. The lessee shall report the current advance booking figures to Heidelberg Marketing at the latter's request.

§ 10 GEMA Fees / Artists' Social Security Contribution

1. The lessee shall be solely responsible for punctual registration of any works subject to GEMA fees with GEMA [German Society for Musical Performing Rights and Mechanical Reproduction Rights] as well as payment of the respective GEMA fees within the prescribed period. Before the respective event Heidelberg Marketing shall be entitled to require timely written verification from the lessee of registration of the event with GEMA, written verification of the fees paid and/or written verification of the invoice submitted by GEMA to the organizer. If the lessee is unwilling or unable to provide verification in accordance with Sentence 1, then Heidelberg Marketing shall be entitled to require security in the amount of the presumably due GEMA fees from the lessee.

2. The lessee shall also be solely responsible for paying artists' social security contributions to the artists' social security insurance fund for any and all artists commissioned by the lessee as well as payment of income and value added tax for (foreign) artists with limited tax liability.

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

1. Sound recordings, audiovisual recordings, visual recordings and any other recordings and transmissions of the event of any kind whatsoever

(radio, TV, Internet, loudspeaker, etc.) shall, subject to the consent of the originators involved and holders of related rights, also require the written approval of Heidelberg Marketing.

2. Heidelberg Marketing shall be entitled to make its approval dependent on agreement for the payment of a fee.

3. Unless the lessee objects in writing Heidelberg Marketing shall be entitled to produce or have produced audio-visual recordings as well as sketches of event sequences and/or items used or exhibited for the purpose of documentation or for own publications. This shall also apply to recorded persons.

§ 12 Management, Meals and Beverages

The entire management at events of any and all kinds whatsoever on the premises or within the facilities of Heidelberg Marketing shall be the sole purview of Heidelberg Marketing or its respectively authorized service partner(s). This shall apply in particular to any and all gastronomic requirements, e.g. beverages, meals, tobacco, ice cream, confectionary, etc. The sale or free provision of meals and beverages by the lessee without the written approval of Heidelberg Marketing or its respectively authorized service partner(s) shall be prohibited and shall entitle Heidelberg Marketing to require payment of damages.

§ 13 Cloakroom

Heidelberg Marketing shall be responsible for the management of visitor cloakrooms. Heidelberg Marketing shall make the decision as to whether and to what extent the cloakroom will be made available for the respective event. As a rule the cloakroom must be used for the main hall. The costs for the cloakroom shall be separately charged to the lessee as a supplementary service. Use of the cloakroom shall be free for visitors.

2. Heidelberg Marketing shall not be liable for checked items insofar as Heidelberg Marketing has not assumed responsibility for safekeeping for a consideration.

§ 14 Fire Safety Guard

A fire safety guard shall be arranged by Heidelberg Marketing as a function of the size and type of event. The necessity and the scope of this service (number of persons assigned) shall depend on the type of event, the number of visitors, the event-specific risks and the possible official stipulations in individual cases. The lessee shall communicate the current numbers of visitors to the lessor 14 days prior to the respective event at the latest. Additional information with regard to the event and to potential fire risks shall be communicated on request. The lessee shall be responsible for any and all costs incurred due to the presence and deployment of the fire security guard.

§ 15 Admission, Security Service, Medical Service and Approved Service Staff

At the lessee's expense Heidelberg Marketing shall provide the admission and security service personnel required for the security of the event. Only qualified personnel sufficiently familiar with the Convention Center in the event that evacuation should become necessary may be employed as security service personnel. Whether and to what extent security service personnel may be required will be determined by the type of event, the number of visitors, potential event-specific risks and, if applicable, additional requirements on the part of building and regulatory authorities.

2. As a rule any permanently installed building service facilities at the place of assembly may only be operated by Heidelberg Marketing and its approved qualified service partners. Likewise, for safety reasons, connections to the lighting, water and power systems of the place of assembly may only be made by Heidelberg Marketing and its approved qualified service partners. Heidelberg Marketing shall decide on exceptions in individual cases. Suspended surfaces shall be implemented in accordance with the generally recognized rules of the art (in particular in accordance with the Accident Prevention Regulations for Staging and Production [UVV BGV c1]). The prescribed load limits shall be observed. In cases of doubt the opinion of a structural expert shall be obtained at the lessee's expense.

§ 16 Persons Responsible for Event Technology

If technical stage, studio or lighting facilities are to be set up for the event, then "persons responsible for event technology and/or specialists for event technology" shall be made available at the lessee's expense in accordance with Section 40 of the Ordinance on the Construction and Operation of Places of Public Assembly [VStättVO]. The number of hall technicians

required shall not depend on Section 40 of the VStättVO, but rather on the technical requirements of the individual event.

§ 17 Exercise of Domiciliary Rights

To the extent required Heidelberg Marketing shall grant the lessee domiciliary rights vis-à-vis visitors in order to conduct the respective event in a safe and proper manner. Regardless of such lessee's rights Heidelberg Marketing shall continue to exercise domiciliary rights. Insofar as required the commissioned admission and security service personnel as well as external services (police, fire department) shall make certain that such domiciliary rights are enforced on request vis-à-vis visitors, service companies and other third parties. The instructions of Heidelberg Marketing and its vicarious agents shall be immediately obeyed.

§ 18 Lessee's Responsibilities and Liability

The lessee shall be liable for payment of damages to Heidelberg Marketing in the event of personal injury, damage to property and financial loss caused either by the lessee, persons commissioned by the lessee, lessee's vicarious agents, guests or other third parties in conjunction with the event within the meaning of Sections 278, 831, 89 and 31 of the German Civil Code [BGB].

2. Damage that is typical of the event shall also include damage which consists in the fact that third party events are unable to be conducted or conducted as planned and the associated claims for damages asserted by third parties.

3. The lessee shall indemnify Heidelberg Marketing against any and all claims for damages asserted by third parties in connection with the event insofar as the lessee or the latter's vicarious agents and executing aides may be held responsible.

4. The lessee shall be responsible for complete and faultless return of any devices, keys and equipment provided for use by Heidelberg Marketing.

5. If due to violations against the provisions of these terms and conditions, in particular due to violations against the organizational and technical terms and conditions contained in Part II, administrative offenses are determined or administrative fines are imposed against Heidelberg Marketing or against its vicarious agents or executing aides – for example, on the basis of Section 38 Paragraph 5 Sentence 2 of the VStättVO (Operator Liability) – then the lessee shall be obliged to immediately accept responsibility and pay for the specified administrative offenses and administrative fines insofar as such imposition is based on the violation of duties for which the lessee or the lessee's vicarious agents and executing aides may be held responsible.

6. In accordance with the foregoing provision in Clause 5 such acceptance and obligation to indemnify shall also include those administrative fines that are imposed against Heidelberg Marketing or against its vicarious agents or executing aides due to other regulations under public law, e.g. due to police regulations or official orders.

7. Heidelberg Marketing shall immediately pass on any and all instances of administrative offenses and administrative fines (cf. Clauses 5 and 6 above) to the lessee that fall within the lessee's sphere of responsibility. The lessee shall be entitled to require that Heidelberg Marketing appeals and brings action against the corresponding offenses and fines. In such a case the lessee shall be completely responsible for the attendant costs of legal proceedings and insofar indemnify Heidelberg Marketing in full.

8. Any other liability on the part of the lessee in accordance with statutory provisions shall remain unaffected.

9. The lessee shall be obliged to take out liability insurance for event organizers with coverage for

- personal injury in the amount of EUR 2,000,000 - in words: two million euro
- damage to property in the amount of EUR 1,000,000 - in words: one million euro
- financial loss in the amount of EUR 100,000 - in words: one hundred thousand euro

Heidelberg Marketing shall be entitled to take out corresponding insurance at the lessee's expense insofar as the lessee fails to verify appropriate insurance cover 14 days prior to the event at the latest.

§ 19 Heidelberg Marketing's Liability

1. In the event that Heidelberg Marketing gets into arrears with its performance for reasons for which it may be held responsible or if such performance becomes impossible for reasons for which Heidelberg Marketing may be held responsible, then its obligation to pay damages in the case of slight negligence shall be limited to customary, foreseeable and direct average loss in accordance with the type of agreement involved. Heidelberg Marketing shall be subject to unlimited liability in the case of gross negligence and intent.

2. Claims for damages against Heidelberg Marketing due to violation of duties for which Heidelberg Marketing may be held responsible and which do not involve substantial contractual obligations shall be excluded to the extent that they are not based on gross negligence or intentionally culpable behavior on the part of Heidelberg Marketing and/or its vicarious agents and executing aides. However, this limitation of liability shall not apply to the extent that Heidelberg Marketing is subject on the basis of statutory provisions to mandatory liability for damage to life, limb or health as a result of negligence or intent.

3. Heidelberg Marketing shall not be responsible for any damage that occurs as a result of any measures instituted in order to maintain safety and order insofar as no grossly negligent or intentional misjudgment of the situation by Heidelberg Marketing or its vicarious agents and executing aides is involved. Liability on the part of Heidelberg Marketing shall be excluded if an event must be interrupted, restricted, modified or cancelled by order of the respectively competent authorities.

4. Heidelberg Marketing shall not be liable for any items introduced by the lessee, the lessee's staff, suppliers and any other third parties (working for the lessee) insofar as no paid storage has been agreed.

5. A reduction of the rent due to defects in the rented property shall only be possible in the event that Heidelberg Marketing has been notified in writing of such intention to reduce the rent during the respective period of tenancy.

6. Heidelberg Marketing shall not be liable for disturbances caused by labor disputes or force majeure.

§ 20 Cancellation of Agreement, Cancellation of the Event

1. Following fruitless elapse of an appropriate period of respite Heidelberg Marketing shall be entitled to withdraw from the rental agreement and to require payment of damages due to nonperformance in the event of violation of substantial contractual obligations. Apart from the obligations expressly designated as "substantial contractual obligations" in the agreement and in the present Terms and Conditions the lessor shall be entitled to cancellation of the agreement, if

- a) the payments to be made by the lessee (rent, ancillary rental costs, security deposit) have not been punctually remitted;
- b) there is disturbance of public order and safety or if damage to the reputation of the city is caused by the event;
- c) the official licenses or permits required for the event have not been submitted;
- d) the event designated in the rental agreement or the designated purpose of use is substantially altered;
- e) there are violations against statutory provisions, in particular against operative regulations of the Ordinance on the Construction and Operation of Places of Public Assembly [VStättVO] imposed on the lessee or against official requirements and orders either by the lessee or the lessee's vicarious agents and executing aides;
- f) insolvency proceedings have been instituted against the lessee's assets or the institution of insolvency proceedings has been rejected for lack of assets;
- g) the lessee fails to comply with the lessee's statutory and official – only insofar as they are associated with the event – or contractually accepted notification, reporting and payment obligations toward Heidelberg Marketing or the respective authorities, fire department or medical and emergency services or the German Society for Musical Performing Rights and Mechanical Reproduction Rights [GEMA].

2. The lessee shall not be entitled to assert a claim for damages against Heidelberg Marketing in the event that the latter exercises its right to cancellation.

3. The lessee shall be entitled to withdraw from a rental agreement for the main hall and for the main hall in conjunction with other areas twelve months – for all remaining areas up to six months – prior to the agreed date free of charge. However, if the lessee withdraws from the agreement or if the lessee does not hold the event for any reason for which Heidelberg Marketing may not be held responsible, then 80% of the payment agreed shall be due as loss compensation upon expiration of the previously specified periods. Any cancellation on the part of the lessee shall be made in writing and must be received by Heidelberg Marketing within the periods specified. The lessee shall be entitled to prove that Heidelberg Marketing has incurred less damage. To the extent required Heidelberg Marketing shall provide the necessary information to the lessee following prior written request.

4. If the contractually specified event cannot take place due to force majeure, then each contracting party shall be responsible for its respective costs incurred up to that point. If in this case Heidelberg Marketing has advanced costs for the lessee which would otherwise be subject to refund in accordance with the agreement, then the lessee shall in any case be obliged to refund such advance to Heidelberg Marketing. The failure of individual artists to appear or the late arrival of one or more participants as well as bad weather – including ice, snow and storm – shall in no case fall within the meaning of the term “force majeure.”

§ 21 Supplementary Safety Regulations

If decorations or the like are to be introduced into the rented premises for an event, podiums/ stands/ scenery set up or used, or if stage, studio, lighting or other technical facilities are to be installed or constructed, then compliance with the Safety Regulations for the Convention Center shall be imperative. The Safety Regulations shall be included with the agreement in the form of an Annex insofar as setup and/or use of the corresponding facilities may be expected already upon conclusion of the agreement. Otherwise the contracting party shall receive the Safety Regulations at any time on request.

§ 22 Final Provisions and Place of Jurisdiction

1. Verbal ancillary agreements and amendments to the rental agreement have not been reached. Any modifications or amendments shall be made in writing.

2. Any other terms and conditions on the part of the lessee that deviate from these General Terms and Conditions shall not become a component of the rental agreement. The present terms and conditions shall apply exclusively in their respectively valid version.

3. The contractual relationship shall be exclusively governed by the law obtaining in the Federal Republic of Germany. The place of performance shall be Heidelberg.

4. Heidelberg shall be the exclusive place of jurisdiction for any and all disputes which may directly or indirectly arise out of the contractual relationship insofar as the contracting partner is an entrepreneur or has no general place of jurisdiction in Germany.

5. Should one or more of the aforementioned provisions of these General Terms and Conditions be or become invalid, then the validity of the remaining provisions shall not be affected. Instead of the unincorporated or invalid provision, another one which most closely approximates the meaning and spirit – in particular the commercial aim – of the original provision shall apply.

House Rules

The House Rules for the Heidelberg Convention Center determine the rights and obligations of visitors/ spectators during their visit to the Heidelberg Convention Center.

A visit to the Heidelberg Convention Center, hereinafter also referred to as the place of assembly, is only permitted for Heidelberg Marketing event visitors and guests. Spectator/visitors shall occupy the seats indicated on the ticket for the respective event and only use the entrances provided for this purpose. If the place of assembly is left, then the ticket shall lose its validity insofar as no other regulation has been specified.

Any and all of the facilities at the place of assembly shall be handled and used with care. Heidelberg Convention Center is a protected historical monument. Persons within the place of assembly shall behave in such a way that no one else is injured, endangered or – more than unavoidable in accordance with circumstances – hindered or molested.

Smoking is prohibited at the Convention Center. The corresponding references shall be observed.

Rooms, halls and other areas may be **closed down** and evacuated for safety reasons. Any persons in and on the premises of the Convention Center shall be required to immediately comply with the requests of the respectively authorized persons at the Convention Center, the police and fire department and to immediately leave the place of assembly if evacuation is ordered.

In order to **avert hazards** visitors shall also be obliged to take other seats – including in other areas – than those originally intended or indicated on the respective ticket at the instruction of the Convention Center; a refund of admission fees shall be excluded in such cases.

Bags, carried along containers and clothes, such as coats, jackets and capes may be checked for their contents. Visitors who do not agree with the securing of items that may result in risk to visitors or endanger the event by the inspection or security service shall be excluded from the event. Rejected visitors shall not be entitled to a refund of admission fees. The taking along of bags and similar containers into the event may be prohibited depending on the type of event. As a rule these must be checked at the cloakroom in the case of events in the “main hall.”

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

Children below the age of fourteen may only enter the place of assembly in the company of an authorized guardian. In all other respects the provisions of the German Youth Protection Law shall apply. Exceptions shall apply only with express posting at the cashiers and entrance areas.

It shall be **prohibited** to bring in the following items:

- weapons or dangerous objects and anything else that might result in personal injury when thrown;
- gas spray bottles, corrosive or coloring substances or pressure vessels for easily inflammable or harmful gases; except for commercial pocket lighters;
- containers manufactured from fragile or splintering material;
- fireworks, Bengal fireworks, smoke powder, flares and other pyrotechnic articles;
- flags and bars;
- large banners, larger quantities of paper, wallpaper rolls;
- mechanically and electrically operated noisemakers;
- own beverages and meals;
- animals;
- racist, xenophobic and radical propaganda material;
- video cameras or other sound or image recording equipment for the purpose of commercial use (if corresponding consent has not been provided by the event organizer).

Portrait Rights: In the event that photos, film and/or video recordings are made by Heidelberg Marketing staff, the event organizer or companies commissioned to this end in the area of the place of assembly for reporting or advertising purposes, then such recording activity may not be obstructed or impaired in any other way. Any persons in or entering the place of assembly shall be instructed with regard to the creation of photos, film and video recordings in the area of the place of assembly by the present House Rules. By entering the place of assembly anyone who may be recognized on such photos shall consent to the fact that these photos may be used both for reporting and for advertising purposes.

Any **bans on entering the premises** issued by Heidelberg Marketing shall apply to any and all current and future events conducted at the place of assembly. A written application stating the justification shall be required for cancellation of the ban which shall then be decided by Heidelberg Marketing within a period of three months.

IMPORTANT NOTE

These General Terms and Conditions and House Rules have been translated into English as accurately as possible with all due care and diligence. In cases of dispute, however, the wording of the original German source document alone is relevant for their resolution.