

**General Terms and Conditions (GTC) for Events – Congress und Messe Innsbruck GmbH (CMI)**

Without prejudice to statutory provisions and contractual conditions in the individual case, the contract concluded by CMI with the Renter as well as all other verbal and written agreements made as part of event development and implementation are subject to the following "General Terms and Conditions (GTC) for Events".

**I. Basic principles**

1. CMI is required to act in accordance with the principles of responsible business practice in an open society. As a provider in the sphere of free competition CMI is free in its decisions to conclude contracts or to decline to conclude them, without even stating reasons.
2. The principles of responsible business practice mean that CMI's fundamental company policy includes safeguarding all the values associated with an open society based on a modern, democratic state under the rule of law. Therefore, CMI does not provide facilities for Renters and events with incompatible principles. Discrimination, especially in relation to gender, origin, skin color, religion or other personal orientations as well as extremist or radical ideology and the dissemination of such ideas are incompatible with the character of the venue as a place for meeting, entertainment, science, business, culture and communication and are not acceptable. CMI does not conclude contracts in respect of events that are incompatible with these principles and reserves the right to make a free decision at any time. This does not require any justification; there is no entitlement to conclusion of a contract in such cases. All other claims are also excluded.
3. CMI therefore also reserves the right in individual cases to declare cancellation of a contract that has already been concluded, cancellation of an event or closure of a trade fair stand for compelling reasons. This is possible, for example, if it becomes apparent after conclusion of a contract that events are to be held or messages are to be disseminated the content of which is contrary to the principles of CMI's company policy or contrary to the stated ethical principles of their shareholders.
4. CMI shall have no obligation to state further details by way of justification of the cancellation. Legal actions for performance of contracts, compensation and other claims resulting from such cancellations shall be excluded. This shall also apply in particular if it subsequently becomes evident when examining contracts which have already been concluded that key information provided to CMI which is required for assessment of an event in accordance with these principles was incomplete or untrue. CMI's further contractual rights of cancellation and other rights shall remain unaffected.
5. If an event that has (party) political content is permitted, Renters must ensure that it is organized, prepared, announced and monitored within a framework does not affect other events in the premises of CMI whilst also ensuring that other visitors, suppliers and other persons do not come into contact with the event and its content. Otherwise, cancellation of the contract or of the event or closure of the trade fair stand or of the rented object will be possible.
6. The dissemination of political information and advertising material as well as direct or indirect promotion of political parties, associations, groupings, clubs, movements etc. during other events that take place in parallel or outside of the trade fair stands booked and organized by these groups is therefore prohibited in so far as it is not an event organized by one of these groups. Any breach will lead to immediate cancellation of the contract.

**II. Conditions of contract**

**1. Scope of use**

- 1.1 The Renter's authorization of use exclusively covers the events subject to the contract and the times and purposes concluded in the agreement. This authorization may only be passed on to third parties to setup stand areas and always requires express consent from CMI.
- 1.2 If no exclusive or overall rent of one or more of CMI's locations is agreed in the contract, flows of visitors and guests can overlap, especially in the foyer, entrance and toilet areas and in relation to the visitor guidance system. This does not constitute an impairment of the Renter's usage rights; claims against CMI based on such circumstances, irrespective of the type and in whose name claims are asserted, shall be excluded.
- 1.3 The Renter shall assess the rented object for proper condition when accepting it, and report any deviations from the conditions agreed in the contract immediately; subsequent complaints shall be excluded and shall not lead to a reduction of the fee.

**2. Changes and decorative products**

Changes in the seating arrangements or exhibition layouts approved by CMI and changes to the appearance and/or the equipment of the rented object must not be made without authorization. They must be coordinated in advance with CMI and they require agreement of CMI. Any additional costs incurred by such changes shall be borne by the Renter alone.

The escape routes must be kept free at all times. For reasons of safety event spaces, transport routes and other spaces in the event building may only be decorated with plants, garlands, bänderoles, advertising banners, ornamentation, affixed with posters or stickers, and carpets laid etc. by the Renter or third parties by arrangement with CMI and after approval from CMI. Not only are all these measures, referred to hereinafter as "decorative and promotional objects and equipment", affixed at the cost of the Renter, whereby all relevant safety and other statutory provisions apply. They must also be removed and disposed of without damage or residue by the Renter or by a licensed company engaged by the Renter. Any residue and/or damage must be paid for exclusively by the Renter. Items that are not removed by the agreed deadline shall be removed at the cost and risk of the Renter.

**3. Security**

- 3.1 The Renter shall be responsible for the safety concept of their event and must not only observe all statutory regulations and regulations formulated by CMI in the General and/or Special Terms of Business or Participation, but must also take all measures to ensure that they are implemented. The Renter shall bear exclusive responsibility for compliance with conditions stipulated in notifications from authorities.
- 3.2 If the Renter intends to install ceiling suspensions, this must be agreed in good time with CMI and an irrevocable written consent must be obtained from CMI. The Renter bears sole responsibility for lawful planning, installation and testing of ceiling suspensions, and is also obliged to contract and hire only licensed companies for such works. The Renter must keep the all necessary certificates of competence of the contracted companies and structural approvals to hand, and produce them at any time on request. If some or all of the required documents are missing or in the event of deficient implementation, CMI reserves the right to demand immediate removal at the expense of the Renter, and to contract an expert at the expense of the Renter in the event of discrepancies.
- 3.3 Open flames and highly flammable liquids or elements are strictly prohibited in all event buildings, including the open-air grounds. Candles, oil lamps etc. may only be used as table decorations with the express consent of CMI. Liquid gas canisters (propane, butane) and other pressurized containers and pressurized bottles are generally prohibited in the building.
- 3.4 The Renter must ensure that the battery is disconnected on exhibited vehicles without a main switch. The fuel tank must be emptied to a minimum capacity. In the case hydraulic lifting equipment, a safety sleeve must be attached to the lifting cylinders.
- 3.5 A general smoking ban applies in all premises at CMI's locations in accordance with the statutory regulations. Creation of smoking areas in the external areas is permissible only after express consent from CMI. The Renter is required to comply with the statutory regulations; CMI accepts no liability in the case of non-compliance with the smoking ban.
- 3.6 For reasons of safety no dogs or other animals are permitted in CMI's event buildings. A general exception to this regulation is guide dogs for blind people, and a specific exception, only after express consent from

CMI, in specific events, e.g. animal shows. CMI is authorized to eject visitors and guests from the building if they take animals into the client's premises. The Renter must ensure that guests and visitors who attend their event are informed about this. In this regard, CMI accepts no liability and the Renter must indemnify it against all parties.

- 3.7 Fittings, decorative products, devices, backdrops etc. prepared by the Renter may only be erected and used with express consent of CMI. Even in such cases, only objects of low flammability, or objects rendered flame retardant using a legally permitted and state-of-the-art impregnating agent may be brought in or affixed. Highly flammable material (e.g. paper, wood shavings, straw, rush mats, mulch etc.) is generally prohibited; materials for decorative purposes and other objects must be classified in flammability classes B1, Q1 and TR1, currently valid. Decorative and promotional objects and equipment must always be affixed out of reach of the visitors and must be placed in a way that prevents them coming into contact with sources of fire. Without exception, use of any pyrotechnic effects shall only be permitted after prior approval by notification from the Federal Police Department in Innsbruck and substantiated written permission from CMI. In any case, the Renter shall be liable for the legal permissibility of its design intentions.
  - 3.8 All safety equipment at the locations, e.g. fire doors, emergency exits, fire alarms, hydrants, smoke and heat detection systems, sprinklers, electrical distributors as well as various other items of technical equipment, e.g., telephone distributors or heating and ventilation systems etc. must be kept freely accessible at all times and must not be blocked.
  - 3.9 CMI will inform the Renter about the existence of sprinkler systems in contracts and/or in any applicable Terms of Business or Participation. The Renter must ensure that the operation of installed sprinkler systems is not affected by placement of decorative materials or advertising. Materials may be used for canopies only if they are sprinkler-compatible and only by arrangement with the authority. A party causing damage to the sprinkler system must pay for the damage as well as resultant costs. If the culprit is not clearly identifiable, the Renter shall be liable.
  - 3.10 The Renter must deploy specialist qualified personnel only to perform the work. The technical and electrical systems in the rented object must only be operated by employees of CMI.
  - 3.11 The Renter is responsible for obtaining the official permits required for the event in good time. CMI reserves the right to cancel the contract or the event if the Renter does not have them. Legal actions brought against CMI for performance of contracts, compensation and other claims resulting from such cancellations shall be excluded. All official requirements must be complied with at all times. In this regard, CMI accepts no liability and the Renter must indemnify it against all parties.
  - 3.12 The Renter must ensure that official supervisory bodies, representatives of the authorities and persons otherwise authorized by CMI can freely access the rented object at any time before, during and after the event.
  - 3.13 If legal provisions are breached, including youth protection laws or the general smoking ban, CMI is authorized to take steps through its own security personnel, and bar guests or visitors from entering its locations again, and/or take other suitable measures, including such measures against employees of the Renter. In the event of gross violations of security-relevant regulations, CMI is authorized to break up or stop the event without delay. Legal actions brought against CMI for performance of contracts, compensation and other claims resulting from such cancellations shall be excluded.
- 4. Reservations**
- A reservation or appointment option prior to conclusion of a contract for rooms, areas, payments in kind and/or services shall not give rise to any claims on the part of the Renter. This shall also apply for any costs and outlays for works commissioned by the Renter under their own responsibility on the basis of a reservation by CMI and shall apply in the same way to costs and outlays for the Renter's own works.
- 5. Breaches of contract relating to the content of events and trade fairs**
- 5.1 If it becomes apparent that a Renter has, contrary to the information provided by them upon conclusion of contract, conducted an event with different content or they offer other objects or services, CMI shall be entitled to cancel the contract with immediate effect, terminate the event or close the trade fair stand.
  - 5.2 Legal actions for performance of contracts, compensation and other claims resulting from such cancellations shall be excluded. This shall also apply in particular if it subsequently becomes evident when examining contracts which have already been concluded that key information provided to CMI which is required for assessment of an event or participation in it in accordance with these principles was incomplete or untrue.
- 6. Poster prohibition and related matters**
- 6.1 It is in the essential interest of CMI as the lessor that events taking place in rooms in the premises of CMI are announced in a manner commensurate with the character of CMI as the leading events center in Tirol, safeguarding the rights of other persons and legal entities and respecting property rights of third parties.
  - 6.2 The Renter's attention is therefore drawn to the statutory regulations, in particular those of advertising and events law and to the fact that announcements and advertising, e.g. posters and similar items, are not generally permitted outside the areas designated for them. The Renter must therefore make the necessary arrangements so that event-related advertising as well as the external appearance of advertisements comply with legal regulations and take account of the urban environment in a responsible manner. The Renter must also impose these obligations upon advertising companies engaged by them in a suitable manner and draw their attention to the legal consequences of non-compliance.
  - 6.3 A general Poster prohibition applies at CMI's locations. Use of defined advertising areas is possible only by arrangement with CMI and with application of the current price list. The Renter is required to remove, immediately and at their own expense, posters placed in breach of regulations and to pay any costs incurred by CMI through removal.
- 7. Breaches of copyright**
- 7.1 CMI demands that the legal regulations relating to trademark and design protection, the need to respect and safeguard third party intellectual property rights, copyrights and rights to use work be complied with in every way at all times and without exception by all Renters and their people.
  - 7.2 If it becomes apparent that such regulations are breached, irrespective of the reason, CMI shall have the right to cancel existing contracts with immediate effect, to terminate the event or close the trade fair stand, whereby the Renter shall on no account have any claims against CMI. In any case objects and tools associated with the breaches of regulations or which give rise to them must be removed from CMI's locations immediately. If the Renter or their people do not comply with this requirement, an alternative arrangement at their cost shall be permissible. If the number of people breach regulations, all shall have joint and several liability without limitation. In this regard, CMI accepts no liability and the Renter must indemnify it against all parties.
- 8. Cash register and tax duty**
- CMI draws attention to the fact that the statutory regulations relating to the cash register and tax duty in Austria must be complied with by Renters in all cases. It is the exclusively of each Renter himself to check his legal responsibility to ascertain whether the legal regulations mentioned apply to him and, if so, to make the necessary arrangements. CMI shall not accept any liability whatsoever for legal disadvantages resulting from non-compliance with these obligations on the part of the Renter and shall have no obligation in this connection to provide any type of clarifications. Those responsible shall themselves be responsible in the case of infringements.
- 9. Remunerations**
- 9.1 If nothing to the contrary is agreed, for example in the Special Terms of Business or Participation, down payments or bank guarantees are due on the agreed date at the latest, and invoices are due for payment 14 days after receipt without deductions. In the event of default of payment, the legal default interest rate shall be payable.
  - 9.2 CMI reserves the right to demand up to 100% of the contract total and of any ordered additional services

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in advance as a down payment. If payments are not received by the due date or if a valid bank guarantee is not provided by the due date, CMI reserves the right to cancel the order.

**9.3** For stand set-up material and fittings provided by request of the Renter, the prices valid per the current price list shall be charged, as will the expense incurred by CMI for additional services not included in the agreement, including increased personnel expenditure.

**9.4** We reserve the right to invoice provision and cleaning service costs above and beyond the usual scope.

**9.5** The use period per event day is set as maximum 12 hours and starts when the rented space is handed over. If this period is exceeded, a supplement of 10% of the basic rent shall be incurred per hour or part thereof plus any HR costs.

**10. Third-party services third-party service providers at the locations**

**10.1** The Renter may only bring in third-party technology and external staff with express prior consent from CMI. In any case, costs of one CMI technician and/or project manager must be incorporated as a contact for the entire event period.

**10.2** If CMI must conclude agreements with third parties for various external services associated with running the event in order to fulfill the contract, the resulting expenses shall be invoiced on to the Renter. CMI is entitled but not required to obtain settlement for outlays or other costs for external purchases by using payments received by CMI for the Renter as well as deposits etc. for this purpose whilst issuing notification of this procedure. The Renter must indemnify CMI against such third-party claims.

**10.3** The Renter must ensure that third-party service providers engaged by them comply with all rules and regulations of CMI at CMI's locations. CMI must be indemnified in the case of contravention.

**11. Security/Law enforcement**

**11.1** At major events, the Renter can also provide security and hall supervisors after prior coordination with CMI; they may have to follow the instructions of the persons commissioned by CMI in their work. The authorities shall decide on the necessity of the presence of law enforcement (e.g. police, building inspectorate, fire department, emergency service or medical services); even without orders to this effect, CMI is entitled to make such arrangements and/or to recommend them. In any case, the Renter shall pay the costs incurred for this directly to the corresponding bodies.

**11.2** The Renter bears sole responsibility for observing the requirements for event organizers under the Tirolean Event Act. CMI shall not accept liability for damage that can be traced back to violation of these obligations, and the Renter must indemnify it against any claims whatsoever.

**12. Catering**

Catering for all events shall be provided exclusively by contractors appointed by CMI to which the exclusive right is granted to provide catering services at CMI's locations.

**13. Photography/publication of the event/data protection**

**13.1** CMI shall be entitled to make drawings, photographs, video recordings, etc. during the event and to use them for their own purposes (e.g. social media, web presence) or for general press publications, taking into account the provisions of data protection law as well as other provisions.

**13.2** By signing the contract, the Renter also gives its permission to publish the title of the event for advertising purposes on digital and printed event posters and calendars, on the website and CMI's social media channels, IT information computers and other directories and for statistical purposes. CMI must be notified if the Renter does not want this. If consent from third parties is necessary for this, the Renter must obtain consent for it in good time; if the relevant third party refuses to grant consent, the Renter must notify CMI about this in writing immediately.

**13.3** The Renter itself is responsible for the prevailing legal data protection regulations. In the case of contraventions, CMI must be held harmless and indemnified and shall accept no liability.

**14. Free tickets and choice of seats**

**14.1** The Renter shall provide CMI with a contingent of free tickets for public events (apart from congresses, seminars, meetings and other specialized events) amounting to at least 1% of the total capacity of the rented premises. In the case of seated concerts in the Dogana rooms and the Tirol and Innsbruck rooms the Ö-ticket seats are stored in the standard setting plan by means of seat reservations.

**14.2** In the case of special seating CMI will use the seating plan to notify the seats to be reserved. In the case of balls and standing concerts, category 1 standing-room tickets are to be provided. CMI produces the corresponding tickets for free tickets until the time of cancellation; the Renter agrees to this. In the case of trade fairs and exhibitions the Renter provides CMI with a contingent of at least 30 free tickets. They must be handed to the management assistant of CMI no later than 30 days before the event.

**14.3** Furthermore, CMI reserves the right to claim a contingent of specific seats for security forces, police and security staff for every event.

**15. Early contract termination**

CMI is entitled to withdraw from the contract without further grounds if:

- a) the Renter has not paid the agreed compensation on time;
- b) the contractually agreed proofs of the fulfillment of certain obligations are not provided;
- c) circumstances become known, or the Renter should know of circumstances indicating that the planned event contravenes existing laws and agreements;
- d) it is to be feared that the planned event will result in a disturbance of public order and safety;
- e) the rented object cannot be provided due to force majeure or other circumstances for which CMI is not liable;
- f) the Renter is in default of payment from previous contracts by more than 30 days;
- g) the Renter breaches the basic principles of these GTC.
- h) there is a breach of these GTC, in particular of the provisions that constitute grounds for cancellation.

**16. Cancellation**

**16.1** Explicit or implicit withdrawal from the contract by the Renter shall result in cancellation fees and an obligation to compensate CMI for expenses incurred – in the case of withdrawals up to 12 months before the start of the event in-sofar as nothing to the contrary is stated in the contract: 25%, up to 6 months before the start of the event: 50%, from 6 months before the start of the event: 75% and from 90 days before the start of the event: 100% of the contractually agreed fee plus the legal VAT. The contract fee must be calculated on the basis of the total amount of the contractual service and shall be charged in full in any case. Furthermore, CMI must be reimbursed in any case for all costs and outlays already incurred in connection with the event.

**16.2** The date of receipt of the written notification of withdrawal at CMI shall be authoritative for calculating the period. CMI is entitled to view default of payments or contractually agreed proofs by 14 days as implicit withdrawal by the Renter. This provision shall apply even if CMI does not draw the Renter's attention to it specifically.

**16.3** The prior reservation shall lapse if the signed contract is not returned punctually. This provision shall apply even if CMI does not draw the Renter's attention to it specifically. The Renter must comply with all deadlines in this connection that are expressly stated in the contract, and CMI is not required to draw attention to this again. If the prior reservation lapses, CMI shall be entitled to award the event date and location to another interested party. The Renter shall in any case bear full liability and pay all costs and expenses already incurred in connection with the relevant events.

**17. Liability**

**17.1** CMI guarantees provision of services in accordance with the contract; no liability or guarantees above and beyond this shall be accepted. Otherwise, the legal liability provisions apply; outside the scope of the Consumer Protection Act, liability is restricted to intent and gross negligence.

**17.2** The Renter shall be liable for

- a) damage to the rented object or inventory due to the event;

b) property damage or personal injuries caused by transporting items into the premises and construction and dismantling;

c) all consequences from exceeding the maximum number of visitors;

d) all consequences from insufficient security personnel, where it is provided by the Renter;

e) damages, costs, consequences and claims arising from the fact that provisions and conditions of the respective event contract, existing official permits and other requirements, instructions for the in-house event service or instructions issued by another representative, in particular also reprimands or other measures applied under company regulations, are not complied with or are not fully complied with;

f) all accidents suffered by the Renter's own personnel or artists, speakers and/or other contributors commissioned by the Renter during the preparations for an event or the event itself as a result of failure to comply with police formalities or event law regulations; this shall also apply in particular to people and visitors who attack other persons, guests, employees and contributors, injure them physically or otherwise cause them harm;

g) damage caused by visitors or guests of the event, no matter who suffers it, in particular for extraordinary wear in spaces accessible to the public as part of the event, and the fittings and installations therein;

h) Renters who fulfill their obligations under the event contract/rental agreement in a manner that is inadequate and does not comply with the law, thereby causing damage, threatening other guests, requiring security services or necessitating intervention by the security authorities, shall be liable for all costs, consequences and claims arising therefrom, including under criminal law and in accordance with the provisions of the VStG (Administrative Offences Act). This shall also apply to any costs associated with legal action, damages that have to be paid to third parties or entities or any other possible claims;

i) as part of contingent liability for all supplementary services ordered by exhibitors and business partners;

j) for breaches of regulations in these GTC.

**17.3** CMI shall not be liable for the behavior of visitors to the event nor for the loss of items during or in the context of, before or after events.

**17.4** Where employees of CMI provide assistance above and beyond contractual obligations as an accommodation only (e.g. help with unloading/transport etc.), this shall not establish any contractual obligations and such services shall be provided exclusively at the risk of the Renter.

**17.5** The Renter is required to take out all necessary insurance.

**18. Note about possible circumstances outside CMI's sphere of influence**

**18.1** Based on experience, including the context of the COVID-19 pandemic, CMI draws attention to the fact that at the time of contract formation it may not be possible to predict whether, how and especially under which circumstances the event covered by the contract can take place. Circumstances may therefore arise that are outside the CMI's sphere of influence and result in the legal conditions, the actual planning and feasibility as well as the economic possibilities for the event deviating completely from those applicable at the time of the contractual agreement.

**18.2** Consequently, it also not CMI's responsibility if laws or bylaws, or the organization of the event that forms the subject of this agreement, don't lead to the desired result – either for legal or actual reasons – namely the running of the event on the aforementioned date in the intended rooms/foyers/halls/areas at one of CMI's locations. Therefore, CMI assumes no liability at all, of any type and howsoever named, if the event cannot be held and/or has to be cancelled for reasons relating to the protection of public safety and/or public health and/or other reasons of public interest. In such cases, all claims against CMI shall be excluded, irrespective of the reason they may or could be asserted. This shall also apply to reimbursement of costs, expenses and fees, expenses etc that have already been incurred. Other expenses, payments to third parties or fees, levies and other payment charges shall likewise not be reimbursed. Compensation for damages of any kind whatsoever shall be excluded.

**18.3** It shall be the sole responsibility of the Renter to obtain information about any relevant issues which is important or essential from their point of view and to create the basis for their decision. In this context, CMI shall have no ancillary or other contractual obligations, no obligations to provide information, clarification or advice and therefore cannot be held liable for a breach of such duties. All publicly available, published news and notices accessible that has been announced shall be deemed to have been received and known by the Renter with respect to such circumstances. This shall also apply to laws, standards and other binding orders. Notices and individual settlements must be accepted by the Renter if they have been received by the Renter in any way whatsoever.

**18.4** The Renter must take into account all statutory regulations and other obligations and implement them under their own responsibility; they shall also be liable for preparation of all concepts and other documents, schedules and similar that may be necessary in this context, shall provide the infrastructure required for this purpose and must also ensure that all inspections and examinations, of whatever type and howsoever named, that may be required by law or on the basis of a specific legislative act or other binding standards, are implemented by them, properly and professionally, at their own expense and risk, for which all costs and expenses shall be paid by them, even if parts of the infrastructure and/or employees are provided by CMI in this context.

**18.5** CMI shall be free, without further consultation or notice, to take all measures that must or may be taken in response to any such extraordinary factual or legal situation in order to make decisions that are necessary or appropriate in the public interest and in the interest of CMI, its customers, employees and all other people concerned, based on an informed consideration of the relevant circumstances, as may be necessary or appropriate to prevent harm and to respond adequately to the situation. No claim against CMI may be derived from such measures; 18.2 shall apply mutatis mutandis.

**19. Costs**

Any costs, fees, taxes and other charges associated with drawing up and processing this contract shall be passed on to the Renter in the invoices.

**20. Final provisions**

**20.1** No legal challenges against the contract due to error or other legal institutions shall be accepted.

**20.2** Agreements in deviation to this contract, including consent to measures and work planned by the Renter shall only apply if they are made in writing or confirmed in writing by the management of CMI.

**20.3** Statements sent by CMI to the last address announced to CMI or to the contact person specified by the Renter shall be deemed effectively delivered.

**20.4** The Renter must assert any claims against CMI in writing within three months after the end of the event. Other-wise, they shall be deemed expired and statute-barred.

**20.5** All contracts and agreements are subject to Austrian law only; Innsbruck is the place of performance and court of jurisdiction.

**The Renter's signature confirms that the GTC for events have been fully read and understood. The GTC for events and any additional agreements to which reference is made are accepted as an integral component of the contract between CMI and the Renter.**

Date

Renter's signature and company stamp