



General Terms and Conditions of Business

of Messezentrum Salzburg GmbH, Am Messezentrum 1, A-5020 Salzburg, Austria, in the version as at May 2018, to be used for leases concerning the Salzburgarena.

1. General provisions

- 1.1 The renting out of premises and facilities or the rendering of other services by Messezentrum Salzburg GmbH requires a legally valid written contract, to be signed by both parties, which incorporates these General Terms and Conditions of Business.
- 1.2 These General Terms and Conditions of Business apply exclusively and entirely to all agreements made between Messezentrum Salzburg GmbH and its contractual partners (hereinafter referred to as "Lessee(s)"), unless anything to the contrary has been agreed in writing.
- 1.3 Moreover, these General Terms and Conditions of Business apply to all future transactions between the contracting parties, without the latter having to be pointed out again each time. In the case of lessees who have already been customers of Messezentrum Salzburg GmbH or who have been referred to the General Terms and Conditions of Business of the Salzburgarena, the agreement will come to be when the written binding confirmation of the rental period is issued.
- 1.4 Unless anything to the contrary has expressly been agreed, the Lessee is deemed the organiser having sole responsibility in regard to the event that is the subject of the agreement.
- 1.5 The Lessee is to be identified as the organiser on all printed materials (placards, entrance tickets, invitations, etc.), so that it is made clear, without any doubt, that a legal relationship only exists between the visitor to the event and the Lessee. If entrance tickets are sold by Messezentrum Salzburg GmbH, this is only done on behalf and on account of the Lessee (organiser).
- 1.6 No corporate relationship of any kind is established by the present lease being concluded.

2. Contractual property

- 2.1 The subject of the lease exclusively concerns those buildings, area, technical equipment, installations and any other fixtures that are expressly listed in the lease. The co-use of any other items must be agreed separately (that in particular applies to VIP rooms, foyers, backstage rooms, restaurant, etc.).
- 2.2 Messezentrum Salzburg GmbH is not obliged to remove the advertising material that already exists at the time of handing over the contractual property, even if it is that of a competitor of the Lessee.
- 2.3 The contractual property is to be handed over by Messezentrum Salzburg GmbH in an orderly condition. This date is determined in the lease. Unless the Lessee or its declared representatives put forward any objections when taking over the property, it is deemed to have been taken over in impeccable condition, so that no subsequent complaints can be

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entertained. The Lessee is to assert in writing and without delay any obvious defects in the rented property recognisable to it upon the property being handed.

- 2.4 Any alterations or additions in or to the contractual property, in particular the technical equipment and any other fixtures, may only be made by the Lessee after having obtained Salzburgarena's prior written consent.
- 2.5 Once the contract has been terminated, the contractual property is to be restored to the condition in which it was taken over. The Lessee is to remove any fixtures introduced, regardless of who owns them, at its own expense and risk, and, in the same way, any alterations or additions permitted (cf. Clause 2.4) are to be removed at the Lessee's own expense and risk, and the previous condition restored.
- 2.6 Packaging and waste, waste disposal:
During the assembly and dismantling periods, the Lessee is to ensure that the following provisions are strictly adhered to:
- a) Flammable waste material (e.g. packaging material, woodwool, etc.) may only be collected in such quantities as could not cause a major fire or the rapid spread of a fire. This requires the following measures:
- The waste materials in the corridors may not exceed a height of 2 m, and any heaping up of such materials is to be avoided.
 - The waste is to be removed at regular intervals of at least every 4 hours, as well as, moreover, at the latest once the unpacking procedure has been finished.
- b) The emergency exits must be kept free in the area of the main routes, despite the packaging material being stored there temporarily.

3. Contractual purpose – assignments of rights

- 3.1 The contractual property may only be used for the contractual purpose defined in the lease and in the agreed scope. Any deviation (in particular changes in personnel, program changes, etc.) implemented without Messezentrum Salzburg GmbH's express written consent is a breach of contract (see Clause 13.1.).
- 3.2 Any even only partial assignment of rights arising from this agreement, whether for payment or free of charge, requires Messezentrum Salzburg GmbH's express written consent. Likewise, any violation of this provision constitutes a material breach of contract (cf. Clause 13). Also in the case of approved assignment of rights, the Lessee is unlimitedly liable vis-à-vis Salzburgarena in addition to the third party.

4. Terms and conditions of use – organisation of the event

4.1 Duty of care

Any properties, areas, rooms, etc. are to be treated in the appropriate professional manner and with care.

4.2 Clearing the property in good time

The rented property is only rented for the period of time agreed in the lease. The Lessee is therefore liable vis-à-vis Messezentrum Salzburg GmbH for any damage incurred to the latter through not clearing the premises in good time, in particular for lost profits. Only once the rented property has been entirely cleared of members of the public may dismantling commence.

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4.3 Safety provisions

- 4.3.1 All safety-related regulations and official requirements, in particular the House Rules or the Fire Prevention Regulations, are to be strictly adhered to by the Lessee.
- 4.3.2 The use of naked lights or fire without official authorisation and the consent of Messezentrum Salzburg GmbH is not permitted.
- 4.3.3 Spirit, oil, gas, and other substances intended for cooking, heating or operational purposes may not be used. In the case of any approved cooking and heating procedures, the fire policy is to be strictly adhered to.
- 4.3.4 Only flame-resistant items which comply with the relevant ÖNORMEN (Austrian Standards) are to be used as decoration for the event. Decorations that are used repeatedly are to be re-tested in regard to their flame-resistance and, if necessary, impregnated again or replaced. Superstructures must comply with the structural and fire policy regulations.
- 4.3.5 Messezentrum Salzburg GmbH may insist on the Lessee presenting corresponding certificates in regard to the flame-resistant nature of items. Flammable packaging materials and waste are to be removed by the Lessee without delay.
- 4.3.6 Passageways and escape routes, emergency lighting, fire-fighting equipment and fire alarms may in no way be impaired, in particular not removed or blocked. Any violation of the safety provisions is deemed a material breach of contract as per Clause 13.
- 4.3.7 The Lessee hereby confirms that it has been informed by Messezentrum Salzburg GmbH about the risks in the leased property within the meaning of the Employee Protection Act {ArbeitnehmerInnenschutzgesetz} and on the corresponding evaluation documents. Moreover, it confirms that it has sufficiently instructed its employees or vicarious agents in this respect.
- 4.3.8 Messezentrum Salzburg GmbH is entitled to refuse employees or vicarious agents of the Lessee entry to the leased property or dispel them from the building if such individuals are under the influence of alcohol or drugs.
- 4.3.9 It is expressly established that, in addition to the steps in regard to conduct arising from the evaluation, especially Salzburgarena's Fire Prevention Regulations, as well as the Rules of Conduct in regard to "Hazardous Zones" and "wearing protective clothing", are to be strictly adhered to.
- 4.3.10 The Lessee bears all responsibility for any health risks that are attributable to exposure to loud noise during the concert. It will indemnify and hold harmless Salzburgarena against any claims asserted by third parties arising from such a legal title.
- 4.3.11 On all premises where smoking is not expressly permitted there is a ban on smoking.

4.4 Overnight stay

It is not permitted to stay overnight on the premises of the Salzburgarena, in particular in cloakrooms.

4.5. Introduction of items

Items of any kind may only be introduced after previously having been inspected and with the consent of Salzburgarena. In regard to the nature and time of the delivery or introduction of items, Salzburgarena's consent is to be obtained in advance. Depending upon the nature of the event, carrying bags and similar containers may be prohibited. Salzburgarena may, in any event, check bags and any other containers, as well as clothing, in regard to their content. It is prohibited to take weapons, as well as items and substances of any kind that need to be reported, into the Salzburgarena. Exceptions require the consent of Messezentrum Salzburg GmbH.

4.6 Use of third party equipment or machinery

The use of equipment or machinery that is not provided by Salzburgarena is only permitted with the latter's consent. They must be in compliance with the corresponding statutory and official regulations, and be safe to operate. The Lessee is exclusively liable for any losses incurred through the use of such equipment and machinery.

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4.7 Assembly and dismantling

Assembly is only permitted as from the agreed date. The dismantling likewise needs to have come to an end by the agreed date. Any keys/transponders taken over are to be returned to Messezentrum Salzburg GmbH. If the dismantling is not finished in good time, or if it is expected that it will not be finished in good time, Messezentrum Salzburg GmbH is entitled to remove the items introduced or keep them in custody, at the Lessee's expense. Messezentrum Salzburg GmbH assumes no liability in such a case.

4.8 Entering other premises

The Lessee is generally not permitted to use or enter any rooms, grounds or areas that do not form part of the agreement. Service companies, such as cleaning companies, decorators, etc., are not deemed contractual partners of Salzburgarena, but only partners of the respective lessee. The aforementioned may therefore only enter the Salzburgarena at the operating, assembly and dismantling times applicable to the respective event. You enter the exhibition centre at your own risk. Official governing bodies and representatives of Messezentrum Salzburg GmbH are to be permitted access to the leased premises at any time.

4.9 Putting up additional seating

Putting up additional seating beyond the blocks of seating provided is not permitted.

4.10 Rights of access

Access authorisations for officials, stagehands and other staff of the Lessee are to be requested from Messezentrum Salzburg GmbH in good time and presented upon request. Such access authorisations do not entitle the holders to a seat.

4.11 Supply of energy

The permanent supply of electricity or water can only be guaranteed to the extent that the respective utility company guarantees it. In the case of power cuts, power will be supplied from the officially approved emergency power unit.

4.12 Operating technical equipment

The lighting, loudspeaker and any other technical equipment of Salzburgarena may only be commissioned and operated by employees or agents of Salzburgarena, unless anything to the contrary has been agreed in the lease.

4.13 Cloakrooms – parking spaces – toilets

It is up to Messezentrum Salzburg GmbH to manage the cloakrooms, and the latter will, in the individual case, decide whether and to what extent the existing cloakrooms will be made available for the respective event. The appropriate cloakroom fee charged in line with the tariff posted is to be paid by visitors.

Parking or leaving vehicles or equipment in car parks or other areas of the grounds for extended periods of time is only permitted with Messezentrum Salzburg GmbH's written consent. Messezentrum Salzburg GmbH does not guarantee that parking spaces will be available to visitors to the respective event. The exclusive use of a parking area by the Lessee or its event visitors must be contractually stipulated. Messezentrum Salzburg GmbH does not provide any insurance cover for parked cars, etc. Messezentrum Salzburg GmbH also does not provide any surveillance and therefore does not assume liability of any kind whatsoever. The entire parking area is managed. Unless anything to the contrary has been established in the General Terms and Conditions of Business, the provisions of the Austrian Highway Code apply. The speed limit of 15 km may not, in any event, be exceeded. Cars must be driven very slowly on the entire grounds during events, paying great attention to pedestrians. Driving is not permitted in the area of Halls 4 and 5 after 10 p.m. Driving on the grounds is at your own risk. Messezentrum Salzburg GmbH does not assume any liability. Lorries or company vehicles

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bearing advertising labels may not park on the trade fair grounds. Repair and maintenance work to vehicles may not be carried out on the grounds.

4.14 Duty to provide information

In the interests of optimum preparation for and implementation of the event, the Lessee is required to provide Messezentrum Salzburg GmbH with precise information on the event and the technical and staffing requirements in the form of a schedule concerning the organisation and conducting of the event prior to or when concluding the agreement, however no later than three weeks prior to commencement of the event. If the Lessee does not comply with this obligation, Messezentrum Salzburg GmbH will not assume any guarantee of the Lessee being supplied with the technical equipment and staff that it requires. If any changes are made to the course of the event by the Lessee or the artist management during or shortly prior to commencement of the event and the latter result in complaints or claims by third parties (in particular visitors), the Lessee will indemnify and hold harmless Messezentrum Salzburg GmbH from any consequences of the latter. The Lessee is, in particular, obliged to handle any complaints received from customers in a customer-orientated way.

4.15 Commencement of the event and admission

The respective provision laid down in the agreement applies.

4.16 Inspection and acceptance by the authorities

In the event of a site inspection of the grounds being conducted by the authorities before the event, the Lessee or its representative is to take part therein.

4.17 Obligation to be present

During the currency of the contract, the Lessee is required to ensure that it or an representative is constantly on hand to be contacted in person or can be easily reached for that purpose.

4.18 Authorisation of the Lessee

Declared representatives of the Lessee are deemed authorised to accept official instructions or any other objections and declarations, also by Messezentrum Salzburg GmbH, with binding effect for the Lessee.

4.19 Supervision

Messezentrum Salzburg GmbH has ultimate supervision of the contractual premises during the event.

4.20 Authority to give instructions

The Lessee or its representatives are not entitled to give instructions to the staff of Messezentrum Salzburg GmbH. Generally, only the respective officer in charge at Messezentrum Salzburg GmbH is responsible for the latter. The instructions of the person in charge are to be adhered to.

4.21 Security and audience service personnel

In so far as Messezentrum Salzburg GmbH does not provide the entire security staff, the Lessee is to provide it to a sufficient extent, so that the event, as well as the flow of people and the opening and closing of the event can proceed without any disturbances. The security personnel hired by the Lessee are to provide evidence of their identity when asked to and are also obliged to adhere to the rules of procedure and safety regulations (in particular the ban on smoking). The Lessee is required to ensure that such staff adhere to the instructions of the officer on duty or official institutions.

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4.22 Freedom to access technical equipment

All fire alarms, hydrants, smoke flaps, power distribution points and switchboards, telephone switchboards and heating and ventilation equipment absolutely need to remain freely accessible. This applies, in particular, to emergency exits and fire brigade access. Agents of Messezentrum Salzburg GmbH, as well as the supervisory authority, may access the equipment mentioned at any time.

4.23 High-class events only

The equipment and the way that the event is conducted, as well as any other activities serving the purpose of achieving the contractual purpose, must be in line with the quality level and reputation of Messezentrum Salzburg GmbH.

4.24 Orderly implementation of the event

The Lessee is to ensure that the House Rules are adhered to. If the Lessee does not comply with the instructions and orders given within the scope of the contract aimed at preventing clashes between members of the audience, Messezentrum Salzburg GmbH is, notwithstanding its other rights (cf. Clause 13), entitled to take the necessary steps, to the disadvantage of the Lessee, or otherwise prematurely terminate the event at the Lessee's risk and expense, if there is any acute risk to the safety of the audience. In such a case, the Lessee does not have any kind of claims to compensation vis-à-vis Salzburgarena. The Lessee is to arrange for any intervention by the police, building inspection authority and fire brigade and bear the costs incurred.

4.25 Distribution of items

Generally, it is not permitted to distribute goods, food, drink, etc. in or around the area being utilised. If the Lessee has been permitted to distribute publications, lottery tickets, advertising leaflets, etc., it is liable for payment of the official duties and taxes stipulated. The Lessee is to remunerate Messezentrum Salzburg GmbH separately for any extra cleaning efforts required as a result of the latter.

4.26 Inspections

The Lessee acknowledges that Messezentrum Salzburg GmbH is entitled to carry out inspections and guided tours on the premises and in the areas used by the Lessee, also during the period of the lease, to the extent that the contractual purpose or justified interests of the Lessee are not materially impaired thereby.

4.27 Ad hoc measures

If the Lessee or its representative leave or be unreachable while the premises are being used in accordance with the contract, Messezentrum Salzburg GmbH is authorised to take the steps which appear necessary to it without notifying the Lessee in advance, at the latter's risk and expense.

4.28 Training, rehearsal

If periods of training or rehearsals have been contractually stipulated, Messezentrum Salzburg GmbH reserves the right to cancel such training periods or rehearsals temporarily in cases where it has an urgent need for the rooms itself, after notifying the Lessee in good time and reimbursing the payment made *pro rata*. This may, however, only be done taking the Lessee's requirements into consideration and only for a short period of time.

4.29 Animals

Taking dogs into the Salzburgarena and the restaurants is not permitted. Animals may only be taken along with Messezentrum Salzburg GmbH's approval.

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4.30 Placing a strain on the ceiling

The hanging up of technical equipment, various exhibition materials, banners, billboards or decorations from the ceiling shall, subject to receiving official approval, require Messezentrum Salzburg GmbH's consent, and needs to be discussed with technicians/structural engineers of the Salzburgarena. Salzburgarena's hanging stress schedule serves as a basis.

5. Supply with food, drinks and tobacco and merchandising

5.1 The entire management of the event, including the dispensing of food and drink at events of any kind on the grounds or on the premises of Salzburgarena free of charge, is exclusively Messezentrum Salzburg GmbH's responsibility or the responsibility of the contractors deployed by it. The latter applies to any gastronomic requirements, in particular drinks, food, tobacco, ice cream, confectionery, etc.

6. Sale of tickets

The respective provisions laid down in the lease apply.

7. Advertising and the press

7.1 Advertising for the event is generally the Lessee's responsibility. Any advertising within the property or on the grounds of Salzburgarena requires the latter's prior written consent.

7.2 The Lessee acknowledges the advertising efforts permanently undertaken by Messezentrum Salzburg GmbH (placards, commercials, etc.), as well as the right to make recordings for radio or TV for the "Aktueller Dienst" free of charge.

7.3 The Lessee is prohibited from engaging in any political agitation, except in the case of events where the event has a political purpose. Messezentrum Salzburg GmbH reserves the right to refuse to conclude leases for events that are aimed at engaging in political agitation.

7.4 The advertising and press materials that are expected to be used (placards, flyers, texts, photos, slides, videos, etc.) are to be exhibited to Messezentrum Salzburg GmbH prior to publication. The latter is entitled to refuse publication if it may damage its public image or if it contravenes its significant interests in any other way.

7.5 Messezentrum Salzburg GmbH is to be provided with press releases and photos of the artist/performance for PR purposes free of charge no later than 4 weeks prior to the event. In the event of any infringements of copyrights, image rights, name rights or trademark rights, the Lessor is to be indemnified and held harmless by the Lessor against any claims made by third parties.

7.6 In the case of advertising efforts, press releases, etc., the corporate design (logo) prescribed by Messezentrum Salzburg is to be used.

8. Image, film and sound recordings, radio, TV and Internet

8.1 Commercial image, film, video and sound recordings of any kind, as well as broadcasts by the Lessee or a third party appointed by it via the Internet require the prior written consent of Messezentrum Salzburg GmbH.

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9. Rescission of the contract by the Lessee - lapse of the lease

9.1 If the Lessee does not hold the event for reasons that are not the fault of Messezentrum Salzburg GmbH or if it declare its rescission of the contract for reasons that are not the fault of Salzburgarena, it is required to pay Messezentrum Salzburg GmbH the following compensation (cancellation fees):

Cancellation/declaration of rescission of the contract

Up to six months prior to the agreed event date (excl. assembly phase)	60%
Up to three months prior to the agreed event date	80%
Thereafter	100%

of the agreed basic rent, including the charge for additional services. If the event is not held, without being cancelled (declaration of rescission), the Lessee is in any event required to pay 100% of the overall remuneration defined. In the case of a variable rental arrangement with multiple rental payments depending upon sales, the highest basic rent cited in the lease is the amount due.

- 9.2 Notwithstanding Clause 11.1, in the event of the contractually agreed event not being able to take place due to proven Acts of God, all lessees are to pay the costs incurred by them up to that point themselves. In such a case, clauses 11.1 and 11.2 do not apply. Messezentrum Salzburg GmbH is in any event to be compensated by the Lessee for any costs laid out on behalf of the Lessee by Salzburgarena.
- 9.3 Messezentrum Salzburg GmbH is entitled, by way of compensation, to retain the deposits paid by the Lessee or any bank guarantees provided, also in order to cover compensation for cancellation.

10. Rescission of the contract by Messezentrum Salzburg GmbH

10.1 In the case of material breach of contract by the Lessee, Messezentrum Salzburg GmbH will, notwithstanding any further statutory rights, be entitled to withdraw from the contract, in particular if, in spite of being sent a warning letter and set a deadline to remedy the situation, the Lessee has either not made the payments to be made by it in good time (deposits, ancillary expenses, security payments, etc.) or not complied with any other obligations contractually assumed. That is, for example, the case if

- the Lessee has significantly changed the programme of the event or the running order without the consent of Salzburgarena;
- it transpires that the Lessee does not possess any performing rights for the contractual performance;
- the official approvals required for this event have not been granted or have been withdrawn, or the Lessee violates official requirements;
- the visitors' safety is jeopardised, or if there is a concern that public order could be disturbed Messezentrum Salzburg GmbH may rescind the contract with immediate effect without setting a subsequent deadline.

10.2 The rescission is to be declared to the Lessee in writing without delay.

10.3 If Messezentrum Salzburg GmbH exercises its right of rescission, Clause 9.2 will apply analogously, however notwithstanding any further claims to compensation for damage..

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11. Liability provisions

- 11.1 The Lessee bears the entire risk and full responsibility for conducting the event as contractually agreed, in particular for ensuring that it proceeds smoothly, including the preparation of the event and removing any material specifically introduced for the event once it has ended, as well as adherence to the maximum event capacity.
- 11.2 Messezentrum Salzburg GmbH does not assume any responsibility for adhering to the statutory provisions of any kind affecting the Lessee. Rather, the Lessee itself is responsible for adhering to any statutory notification requirements and obtaining any approvals necessary, and bears the consequences if the latter are not adhered to (including any penal consequences). In particular, it is obliged to notify the Building Inspection Department and Fire Prevention Authority, Auerspergstr. 7, 5020 Salzburg, Tel. 0043-662-8072-3380, of the event in advance in proper form. The requirement to comply with the statutory provisions of the Youth Protection Act, the Trade Regulations and the Regulations on Places of Assembly is expressly pointed out.
- 11.3 Messezentrum Salzburg GmbH does not assume any liability whatsoever for accidents concerning users of or visitors to the properties leased. In particular, any exercising of sports, the performing arts or artistic activities are to be carried out at the visitors' own risk.
- 11.4 Messezentrum Salzburg GmbH is not in any event liable for the Lessee or its employees, agents, visitors or guests, etc. losing personal belongings during or in connection with the event. In particular, Messezentrum Salzburg GmbH is not be liable for any theft. Likewise, Messezentrum Salzburg GmbH does not assume any liability of any kind for cars, vehicles, trailers, etc. and any other items or animals brought onto or parked on the grounds. Messezentrum Salzburg GmbH also does not provide its own surveillance.
- 11.5 The Lessee will – in so far as there is no gross culpability on the part of assistants of Messezentrum Salzburg GmbH – be liable for any damage (bodily injury and/or damage to property) that has been caused by it or its agents or employees deployed by it or by visitors or guests, regardless of to whose detriment. It is also liable for any damage or extraordinary wear and tear to the rooms accessible to the public during the course of the event and to the equipment and installations to be found therein. Messezentrum Salzburg GmbH must require the Lessee to conclude organisers' third party liability insurance in this respect. The sum insured must amount to at least EUR 2 million in regard to bodily injury and at least EUR 0.75 million for damage to property. In the event that a claim is made, the Lessee will authorise Salzburgarena to receive the sum insured from the insurer. It is to ensure that an endorsement entitling Salzburgarena to collect any cash paid out is entered on the insurance policy. The insurance policy is to be exhibited at the time of concluding the lease. In the case of especially dangerous events and any in the case of which greater damage to property could occur, the insurance is to be paid out only to Messezentrum Salzburg GmbH. Notwithstanding the latter, the Lessee will continue to be fully liable.
- 11.6 The Lessee is required to indemnify and hold harmless Messezentrum Salzburg GmbH against all claims of any kind whatsoever asserted by third parties in connection with the event, in so far as they are not the fault of Messezentrum Salzburg GmbH.
- 11.7 Messezentrum Salzburg GmbH is to fulfil its obligations with the usual care of a prudent trader. Liability on the part of Messezentrum Salzburg GmbH for slight negligence is excluded. Moreover, Messezentrum Salzburg GmbH is not liable for any equipment that fails, business disruptions or any other occurrences impairing the event, as long as Messezentrum Salzburg GmbH cannot be accused of at least gross negligence. Messezentrum Salzburg GmbH is not responsible for any disruptions caused by industrial action, etc. Messezentrum Salzburg

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GmbH is also not liable for accidents at work suffered by employees or vicarious agents of the Lessee when working on the premises or also within the grounds of Salzburgarena.

- 11.8 Messezentrum Salzburg GmbH is not liable for any indirect losses or for loss in revenues, also not for lost profits. This exclusion of liability does not apply to any losses caused intentionally or grossly negligently by the Lessor or its employees authorised to represent it. It shall be incumbent upon the injured party to prove that such prerequisites were present.
- 11.9 If a claim is successfully asserted against Messezentrum Salzburg GmbH by an event visitor, the Lessee is obliged to recompense Messezentrum Salzburg GmbH.

12. Data Protection

- 12.1 The company Messezentrum Salzburg GmbH obtains, stores and uses the personal data provided to it in the context of the contractual relationship, for the purpose of fulfilling the contract concluded; where applicable, it passes this information on to contractually authorised third parties, provided that such third parties are involved in provision of the services forming the subject matter of contract implementation.
- 12.2 Provided that it has a justified interest in doing so, Messezentrum Salzburg GmbH can use the contact data provided, even after conclusion of the contract, for direct marketing purposes, if the services offered by Messezentrum Salzburg GmbH correspond to the contractual partner's portfolio, and can also do so to inform the latter about events of the same nature.
- 12.3 If you no longer wish to receive written information from Messezentrum Salzburg GmbH, you can at any time withdraw your consent to use of personal data provided – for this purpose, please send your written notification to: datenschutz@messezentrum-salzburg.at Our general Data Protection Declaration applies. At any time, you can read this and more extensive data-protection-related information, on our website: <https://www.messezentrum-salzburg.at/de/datenschutz/>

13. Miscellaneous provisions

- 13.1 Written form
Any agreements made between Messezentrum Salzburg GmbH and the Lessee must be laid down in writing in order to be legally valid.
- 13.2 Compensation
The Lessee may not offset the obligations incumbent upon it with alleged or actual counterclaims. Rather, the latter are to be asserted separately.
- 13.3 Joint and several liability
If the Lessee is comprised of several natural persons or legal entities, they are jointly and severally liable vis-à-vis Messezentrum Salzburg GmbH. They are to mutually authorise one another to submit any declarations having an effect in favour of or against all of them, in the name of all of them, and accept declarations having effect for all of them.
- 13.4 Liability for extraordinary accidents
If the agreement relates to legal points under usufructuary and regular non-usufructuary residential leases, the Lessee agrees pursuant to Sec. 1106 Austrian Civil Code (*ABGB*) to bear the risk, also for any other extraordinary accidents.
- 13.5 Contractual fee
All contractual fees are to be borne by the Lessee.

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13.6 Legal situation, place of fulfilment and place of jurisdiction

All agreements are governed by Austrian law. In regard to interpreting agreements, exclusively the German version is binding. The place of fulfilment and place of payment in regard to any liabilities arising, regardless of the legal title, is Salzburg, Austria. In regard to any disputes, the territorial jurisdiction of the respective Court in Salzburg having jurisdiction over the subject matter is deemed exclusively stipulated pursuant to under Sec. 104 Austrian Jurisdiction Standard (JN),). Salzburgarena is, however, entitled to take action against the Lessee at its ordinary place of jurisdiction.

13.7 Lapse of claims

Any claims on the part of the Lessee against Salzburgarena are to be asserted in writing within 6 (six) months of the end of the event, otherwise they are deemed to have lapsed.

13.8 Final provisions

Any invalidity of one or more clauses of these general terms and conditions of business will not cause the remainder of the terms and conditions to be invalid.

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