

## **GENERAL TERMS AND CONDITIONS FOR EVENT SERVICES**

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Messe Congress Graz BetriebsgmbH  
Sector: Congress + Event  
Messeplatz 1  
8010 Graz

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General Terms and Conditions (GTC) for  
event services  
of the  
"Messe Congress Graz"  
Betriebsgesellschaft m.b.H. (hereinafter  
referred to as MCG)  
Version: June 2022

In addition, the house rules posted on the MCG premises apply.

## **I. Reservation / conclusion of contract**

### **1. Appointment reservation**

The contractual partner must first submit a written request to MCG with a desired date. This request does not justify a claim for MCG to allocate the specified date, but merely represents a legally binding and irrevocable offer by the contractual partner.

All enquiries/appointment requests are generally treated by MCG according to the priority principle.

Requested dates will be checked by MCG and confirmed in writing. Verbal appointment requests will only be checked and reserved after written confirmation. The written confirmation of an appointment by MCG results in a non-binding reservation of the appointment for the respective contractual partner.

However, MCG is entitled, without giving reasons, not to allocate an appointment at all or to use it itself despite the existence of one or more reservations.

The contracting party must already announce the title of the event/name of the artist etc. when reserving the date. Any subsequent change of the title, the program or the protagonist(s) will result in the cancellation of the reservation.

### **2. Reservation**

The reservation will only be converted into a binding appointment reservation by MCG after payment of the reservation fee according to the offer. A change to the title of the event/name of the artist, the program etc. already announced by the contractual partner when the date was reserved will result in the cancellation of the reservation.

The conclusion of the contract on which the GTC are based does not constitute a corporate relationship of any kind whatsoever between MCG and the Contractual Partner.

A transfer of reservations to third parties is only possible with the express consent of MCG. However, MCG expressly reserves the right to submit a new offer for this date to a third party proposed by the contractual partner.

The contract for event services is concluded in each case for one event, which is concluded for a single agreed date. MCG shall not be obligated to make the existing property or other premises available for future events. No claim to use at the same time in the future can be derived from repeated use at certain times or on certain topics.

### **3. Reservation fee**

Reservations are made exclusively against payment. The fee is (depending on the event) from € 3,000 plus VAT + 1% contract tax per reserved event day.

After the event has been carried out in accordance with the contract, 70% of this reservation fee will be deducted from the contract fee if - starting with the timely signing of the contract - all points have been fulfilled by the contractual partner in a timely manner.

The reservation fee represents a lump-sum payment for keeping the reserved appointment free, as well as for MCG's administrative expenses associated with the reservation. The reservation of an appointment is only binding upon receipt of the reservation fee. If a contract for event services does not come about for whatever reason, the contractual partner has no right to a refund of any kind for a reservation fee that has already been paid.

If a legally binding contract for event services is already concluded concurrently with the announcement of the desired date, no reservation fee is to be paid.

#### **4. Cancellation of appointment reservations**

Appointment reservations expire automatically if

- a) no legally valid contract is concluded within 3 weeks (or at a date specifically agreed in writing with MCG)..
- b) the agreement between the contractual partner and its client on which the implementation of the event in question is based is terminated for whatever reason.
- c) Insolvency proceedings are opened against the assets of the contractual partner or the application for the opening of such is rejected due to a lack of assets to cover costs.
- d) the appointment reservation fee is not paid concurrently with receipt of the offer or transmission of a corresponding invoice.

## **II. Subject of the contract**

The subject of the contract for event services shall be exclusively those areas, premises and services that are expressly listed as such in the contract for event services. The use or joint use of other objects and services must be agreed separately in writing.

### **1. Event level**

The level of the event, as well as all other activities of the contractor, must comply with the agreements and must not harm the reputation of MCG.

### **2. Transfer of rights**

The contractual partner is only entitled to pass on rights arising from this contract, be it for a fee or free of charge, in whole or in part, to a third party with the express written consent of MCG. A breach of this provision constitutes a material breach of contract in accordance with point IX. If MCG agrees to the transfer of rights, whether for a fee or free of charge, in whole or in part, to a third party, the contractual partner remains jointly and severally liable towards MCG, in addition to the liability of the third party.

### **3. Rooms and areas**

The rooms and areas used may only be used for the contractual purpose defined in the contract for event services and to the extent agreed therein. Any deviation shall constitute a material breach of contract entitling MCG to terminate the contract prematurely, unless expressly approved by MCG in advance in writing.

Complaints regarding the rooms and areas used must be made at the time of taking over the object. Subsequent complaints cannot be taken into consideration.

Entering and using rooms, facilities and areas that are not the subject of the contract is prohibited. Entering the entire premises and the halls is at your own risk.

#### **4. Set-up and dismantling**

The contractual partner shall be responsible for compliance with the set-up and dismantling times. Any use of the inventory object beyond the agreed duration must be agreed separately and will in any case be additionally invoiced to the contractual partner. The contractual partner shall be liable for damages incurred by MCG as a result of failure to vacate the premises on time; this shall apply in particular to loss of profit. Should the dismantling not take place in due time or not completely, MCG shall be entitled to have the dismantling carried out at the expense and risk of the contractual partner.

#### **5. Start of dismantling**

Dismantling may only begin when there is no longer an audience in the existing building and the event is considered closed to the public.

#### **6. Closing time - safety**

All work equipment must be kept free of work waste and deposits. At the end of the working day, it must be ensured that the lighting and all electrical devices are switched off unless they are approved for continuous operation without supervision. Security and telecommunications facilities remain operational at all times and must not be switched off. Furthermore, at the end of the working day, all work areas in the halls and in the open spaces must be put in order, combustible waste and electrical equipment must be removed. Valves of gas systems that are not in operation must be closed.

A stay beyond the agreed end of work is only permitted with the approval of the project management. Overnight stays in the existing property or on the exhibition grounds and parking areas are prohibited.

#### **7. Structural changes**

Structural or other changes, drilling, etc. of the existing property or its facilities require the prior written consent of MCG and may only be carried out at the expense and cost of the contractual partner. MCG commissions a licensed company with the restoration and is to be paid for by the contractual partner after invoicing. The contractual partner is also liable for such changes which are carried out by its exhibitors, guests, employees or persons or companies commissioned by it.

#### **8. Political events**

The contractual partner is prohibited from any political agitation, except for events with a political purpose. MCG reserves the right to refuse to conclude a contract for events that serve agitation purposes.

#### **9. Usage, provision**

The entire inventory object (all rooms, areas, etc.) is to be treated professionally and with care in accordance with its purpose. Upon termination of the contractual relationship, the inventory object shall be returned to MCG in the condition in which it was taken over, and any inventory brought in shall be removed at the Contractual Partner's own expense and risk. The event organizer shall be responsible for the proper return to the MCG or contractual partners of the MCG of all furniture provided by the MCG or contractual partners of the MCG.

### III. Holding the event

#### 1. Responsible organizer

Unless otherwise agreed in writing, the contractual partner named in the contract for event services is the sole organizer responsible for the event that is the subject of the contract. If several persons are contractual partners, they are jointly and severally liable.

#### 2. Contact person on site

During the duration of the event and from the start of construction, the contractual partner must ensure that he himself or an authorized representative (= contact person) is always present or can be reached, must provide the name of this person, as well as a deputy, and a telephone number at which these persons can be reached at all times during the duration of the contract. Furthermore, any change of the same shall be notified to MCG without delay.

The contact person named by the contractual partner is deemed to be authorized by the contractual partner to accept official instructions or other complaints and declarations, also from MCG, with binding effect for the contractual partner.

Should the contact person be absent or unavailable during the term of the contract, MCG shall be deemed to have been authorized by the Contractual Partner to take or arrange for such measures as appear expedient hereunder without prior notification of the Contractual Partner and at the latter's risk and expense.

The contractual partner has no right to issue instructions to the staff of MCG or the staff commissioned by MCG. The respective project management is responsible for this, and their instructions must be followed.

#### 3. Organizational, operational and structural plans, event programs

The contractual partner undertakes to provide MCG with precise information, including plans to scale, about the event and technical or personnel requirements upon conclusion of the contract, but no later than 3 weeks before the start of the event. The contractual partner shall provide this information in the form of an organization or schedule plan, or rider/stage instructions. Furthermore, all program sequences are to be verifiably communicated by this time. If the contractual partner fails to meet this obligation, MCG cannot guarantee that the contractual partner can be provided with the technical and personnel equipment and facilities required by him. If changes are made after this deadline, the corresponding costs shall be borne by the contractual partner in any case.

#### 4. Reporting the event to the authorities

Each notification of an event must be accompanied by a scaled plan of the relevant event area showing the total capacity.

All structures must be clearly identifiable on the plan. Pyrotechnics are also subject to registration.

#### 5. Mail deliveries, parcel deliveries

Postal and parcel deliveries for events must always be delivered to the contract partner responsible for the event on site and accepted by him. The contractual partner shall organize deliveries in such a way that deliveries are made exclusively during the set-up time agreed for him and are also accepted by him. MCG shall not accept any deliveries or liability for packages etc. that have been left behind..

#### 6. Merchandising, sale of programs etc.

If goods such as fan articles etc. (merchandising) are sold on the premises of the MCG or on its premises, a fee must be paid. The local organizer must ensure that the tour management can be reached before the event in order to collect this fee on site. If this is not the case, this fee will be charged to the contractual partner with the final invoice..

The contractual partner undertakes to sell only such goods whose sale does not constitute an



encroachment on the property rights of third parties (in particular trademark rights) and, in fulfillment of this obligation, to sell only original goods of the respective trademark owner. The contractual partner shall indemnify and hold MCG harmless against claims of third parties due to possible infringements of this provision..

## **7. Exhibition and presentation stands**

For exhibition stands and advertising space, representative stands, etc., which are planned as part of conferences, congresses, trade fairs, exhibitions, etc., a square meter price of the net area plus additional costs per day of the event must be calculated.

## **8. Distribution**

The distribution of goods, foodstuffs, drinks, brochures, flyers, etc. in the entire area is only permitted with the written consent of MCG. The contractual partner is liable for additional cleaning. Stickers are generally prohibited. The contractual partner shall be liable in full for any special cleaning or repairs required as a result..

## **9. Additional companies at concerts**

With the exception of journalists, photographers and merchandising operators, the contractual partner is not permitted to involve third parties (companies or individuals) in the event without the permission of MCG.

## **10. Intermissions at concerts**

For concerts, musicals, etc., unless otherwise agreed in the contract, the contractual partner must allow for and comply with an intermission of at least 20 minutes.

## **11. Commissioning, tour of authorities**

In the case of picking or a security tour, the contractual partner or his authorized representative must take part.

## **12. Locking system**

All doors and gates are provided with a locking system. It is pointed out that the employees of MCG and partner companies have keys to all rooms. If higher security equipment is required, the locks for the rooms in question can be exchanged at the request and expense of the organizer. Under no circumstances will MCG be held liable for damage or theft in the rooms.

## **13. Keys**

Any keys to all operating rooms are to be kept safe after work. If a key is lost, the damage – depending on the lock used in the locking system – will be charged to the organizer.

## **14. Third Party Complaints or Claims**

Complaints are to be handled by the contractual partner in a customer-friendly manner. MCG shall be indemnified and held harmless in this respect.

## IV. Parking regulations

### 1. Parking for organizers and visitors

The provisions of the StVO apply to the entire MCG site. The maximum speed is 10 km/h and must not be exceeded under any circumstances. The entire MCG site must be driven at all times with the utmost consideration for pedestrians. Driving on the MCG site is at your own risk. Repairs and maintenance work on vehicles may not be carried out.

Vehicles, trailers, etc. may be parked in the areas provided for this purpose after consultation with and approval by MCG.

MCG does not guarantee the provision of parking spaces for the respective event. Exclusive use of a parking area by the contractual partner must be contractually agreed..

## V. Responsibility of the MCG

### 1. Right to issue instructions

The contractual partner and his authorized representatives have no right to issue instructions to MCG staff. This also applies to partner companies used by MCG, such as security, cleaning, etc. MCG's project management is exclusively authorized to do this.

### 2. Cloakrooms/parking lots/toilets

Management is the responsibility of MCG, which decides in each individual case whether and to what extent the existing facilities are made available for the events. The fees are to be paid by the visitors in accordance with the applicable tariff.

### 3. Cleaning

MCG or a third party commissioned by MCG will carry out all of the cleaning before the event, during the event and the final cleaning.

MCG reserves the right to charge additional cleaning costs (in addition to the contractually agreed ones) in case of extraordinary soiling of the inventory object.

If brochures, information or other items are distributed by the contract partner or one of its exhibitors, the additional cleaning incurred will be charged to the organizer. This also applies to any sticking due to distribution of stickers etc. in all areas and on all items.

### 4. Connections: electricity, water

Production is carried out exclusively by MCG or by third parties commissioned by MCG.

### 5. Security, entry control

MCG does not provide its own surveillance/security unless otherwise agreed. This also applies to the monitoring of all doors (emergency exits, etc.) at events if only a specific entrance is desired.

### 6. Security services

The contractual partner is obliged to commission all security services exclusively from MCG. MCG or a third party commissioned by MCG is responsible for managing admission controls. MCG decides on a case-by-case basis how many doors are opened and how many people are assigned to check admission. If the contractual partner hires security personnel for individual areas on the basis of an agreement with MCG, they must identify themselves when checked by MCG's project management and are obliged to comply with the regulatory and safety regulations (knowledge of escape routes, behavior in the event of fire, no smoking, etc. ). The contractual partner must ensure that this staff follows the instructions of the project management or the official bodies.

## 7. Catering, gastronomy

The entire catering supply, including the free delivery of drinks or food at events of all kinds in all MCG premises and on the entire site, is the sole responsibility of MCG or contractors commissioned by it. This applies to all catering needs, in particular for drinks, food, etc. Exceptions such as free deliveries to congress exhibitors must be applied for in advance in writing by the organizer and approved in writing by MCG.

## 8. Catering backstage area at concerts

This can also be provided by the contractual partner, whereby the contractual partner is liable for compliance with all legal provisions.

## 9. Personnel costs consumer index

MCG reserves the right to carry out aliquot increases or possible tariff changes in the personnel costs, operating costs and fees to be charged in accordance with the increase in the consumer price index, even after the contract for event services has been concluded.

## 10. Number of staff on duty

The number of people on duty at MCG and the partner companies is determined by MCG according to the type of event and necessity.

## 11. Operation of technical systems including gates

All technical systems of MCG such as lighting, loudspeakers and other systems may only be operated and commissioned by employees or agents of MCG.

# VI. Security, structural measures

## 1. Access

Official control bodies and MCG employees on duty are permitted access at all times to those premises and areas in which the event is taking place, as well as to all premises and areas connected with the event.

## 2. Compliance with all requirements

All safety regulations, legal and official requirements, the house rules and the present General Terms and Conditions must be strictly observed by the contractual partner.

## 3. First aid care

At all events, the organizer himself has to provide sufficient "first aid", e.g. medical material, doctor and ambulance. This is to be ordered bindingly. The first aid rooms are available on site.

## 4. Fire safety service

This is carried out by the MCG company fire brigade, no notification by the organizer is required here.

## 5. Movement areas

The marked movement areas for emergency vehicles must be kept free at all times.

## 6. Safety glass

Glass surfaces in the traffic area of visitors must be demonstrably made of safety glass or secured up to a height of 1.50 m to prevent unintentional indentation.

## 7. Aisle widths

In the visitor and/or exhibition area, appropriate aisle widths must be maintained, depending on the expected number of visitors. The main corridors are to be arranged in such a way that they lead to the emergency exits. The distance to the emergency exit may not exceed 40 m from any point in the hall as a footpath.

## 8. Escape routes

Corridors, stairs and exits to the outside; they have a security label.

## 9. Corridors, emergency exits

Escape routes, emergency lighting, fire-fighting equipment and fire alarms may not be obstructed or covered and must be kept free of storage of any kind over their full width.

The construction of platforms must not result in any restrictions in the passage widths for exits or other traffic and escape routes.

Doors, in the sense of escape routes, including exits to the outside, must be easy to open from the inside without outside aids while people are present; they must not be obstructed.

## 10. Safety markings

The information signs and safety signs must be clearly visible at all times. Therefore, they may not be covered by objects or made unrecognizable by other means.

## 11. Structural changes

Structural or other changes, drilling, nailing, etc. of the existing property or its facilities require the prior written consent of MCG and may only be carried out at the expense and expense of the contractual partner. This shall apply,

if MCG has given written consent to the change. MCG commissions the restoration to a licensed company, which is selected exclusively by MCG, and MCG invoices the contractual partner. The contractual partner is also liable for such changes which are carried out by its exhibitors or persons commissioned by it.

## 12. Weight load of the lifts and the floor

The respective maximum load of hall floors and freight lifts must be taken into account without restriction.

## 13. Weight load of the roof structure

The hanging up of technical equipment, rig, various exhibits, decorations, flags, advertising, etc., subject to official approval, requires the approval of MCG and the structural engineers.

## 14. Setups, additional setups

Armchairs and tables must be set up in accordance with the applicable regulations.

All additional installations (such as mobile spotlight holders and supports, additional grandstands, stages, etc.) must be carried out under the supervision of a competent officer. This is to be documented by the expert.

## 15. Rigger

It is mandatory to schedule the house rigger, the required times are to be reported in writing to the MCG at least 3 weeks before the start of the event with the required rig detail plans.

## 16. Noise protection

All noise protection measures must be observed according to the valid notice.

## 17. Light fixtures, speakers over audience

Lighting fixtures and loudspeakers that are installed above public areas at a height of more than 2.0 m must also be secured against falling by means of ropes, chains, etc.

## 18. Runners, carpets, cable guides

Runners (carpets), cable guides, etc. must be laid in such a way that they cannot be tripped over and must not obstruct the traffic routes.

## 19. Structures fairground forecourt

Up to two hours before the start of the event and up to one hour after the end of the event, the forecourt of the exhibition center must be kept free of all obstructions, deposits and structures, etc. The installation of technical equipment etc. on the forecourt must be approved separately. In the case of structures for controlled access at the exhibition site, the facilities must be removed immediately after the start of the concert.

## 20. Seating

In the case of fixed seating, at least 0.5% of the available seats, but at least two seats, must be designated as wheelchair spaces. The spaces for wheelchairs must not restrict the width of escape routes.

Setting up additional seating beyond the officially approved seating plan or in traffic and escape routes is prohibited.

## 21. Breakwater

For events without seating or without fixtures/berths (e.g. concerts, etc.), breakwaters are to be installed.

## 22. Sprinkler system

Stadthalle, fairgrounds south and north, hall A ground floor and first floor, open-air arena B and underground car park, as well as the basement areas of the city hall and hall A are equipped with an extinguishing system (sprinkler system) covering the entire area.

## 23. Stand heights

For stand heights of 2.50 m or more, the plans must be approved by the MCG in good time, but no later than 3 weeks before the event.

## 24. Two-story stands

Timely submission of the plan to MCG for approval (at the latest 3 weeks before the start of construction).

The additional installation of a sprinkler system is required.

The static certificate and the confirmation of the proper construction by licensed companies and the necessary certificates are to be kept ready for the building inspection. When planning, the legal requirements must be fully met.

## 25. Closed ceilings

Closed ceilings are not permitted, also valid for stage areas. Market umbrellas, wooden huts or other structures with closed ceilings are not permitted in the exhibition area.

## 26. Vehicles in the halls

If vehicles are presented in the hall, the following official requirements must be observed:

- The fuel tank must be completely emptied
- A protective mat must be placed under the vehicle
- The vehicle battery must be disconnected.

If these conditions cannot be met, the project management must be contacted in good time so that other options can be coordinated with the company fire brigade if necessary.

## 27. Use of machines not owned by the fair

If the contractual partner wishes to use equipment or machines that are not provided by MCG, these must in any case comply with the relevant statutory and official regulations, as well as be operationally safe and maintained. Should damage occur due to the use of such equipment or machines, the contractual partner shall be liable and undertakes to indemnify and hold MCG harmless in this respect.

## 28. Employee protection

The contractual partner confirms that it has comprehensive knowledge of all hazards, also within the meaning of the Employee Protection Act. He confirms to MCG that he will instruct his employees or vicarious agents in this respect in good time and sufficiently. In addition to all

laws, this also includes the obligation to wear a helmet and protective work clothing.

The contractual partner is liable for all his employees and also for the employees of his commissioned companies that they are employed in accordance with the law.

### 29. Waste bins and ongoing emptying

The waste container volume must be adjusted according to the volume of waste and emptied continuously, unless otherwise agreed.

### 30. Opening of the outer walls of the exhibition hall

Opening the movable outer walls is only permitted with the express consent of MCG. It is not permitted to open the movable outer walls at music events and motor sport events.

## VII. Fire protection

### 1. Company fire brigade

The company fire brigade is responsible for the fire safety of the entire company. The fire safety instructions of the company fire brigade must be followed immediately and all deficiencies in the field of fire safety must be reported to them immediately.

The company fire brigade is responsible for monitoring and complying with the fire protection measures prescribed by the authorities and the provisions of the fire protection regulations.

### 2. Fire alarm devices

Systems and equipment for fire alarms must always be operational and functional. They may not be adjusted, damaged, removed or otherwise impaired. Defects in these systems and facilities must be reported immediately to the project management. The following reporting devices must be kept freely accessible at all times: smoke detectors, push-button detectors on the escape routes, fire extinguishers, wall hydrants, hydrant boxes. Fire extinguishers and their location must also be marked in accordance with EN ISO 7010. The last test date of the fire extinguisher must not be older than 2 years.

### 3. Elevators

Elevators must not be used in the event of a fire.

### 4. Open light, fire

The use of open light or fire is prohibited. The use of liquid gas, spirit, oil, gas or similar for cooking, heating or operational purposes is prohibited.

### 5. Candles

The use of candles is only permitted on tables on non-combustible surfaces and in stable candle holders with covers (like a lantern)..

### 6. Gas

The use of liquid gas is not permitted. Any pressurized gas cylinders and compressed air cylinders in the entire area must be secured against falling over. A maximum of one bottle may be in operation.

### 7. Pyrotechnics

The requirements of the valid decision must be observed.

At the start of the planned pyrotechnics and/or the fire effects (this is the point in time at which they are introduced into the action area) until at least 15 minutes after the end of the effects, the fire safety guard must be reinforced by 2 additional people. These people have to position themselves in the immediate vicinity of the action area.

The height of the hall with regard to the heat distance must be taken into account in the approval

process so that the fire detectors and sprinklers are not activated.

All documents including the detailed schedule must be available on site for inspection by the authorities or by MCG at any time before the hall is opened.

## 8. Mists

Planned effects – including rehearsals – must be reported in writing with a schedule at least 3 weeks before the event. A fire safety service must be set up for these times – including the set-up time. If the organizer does not report, he must bear all the costs for fire brigade operations.

## 9. Combustible waste

For example, planer's shavings, sawdust, wood dust, oil- and varnish-soaked cleaning rags, light metal shavings, slag, ash, etc. must be removed from the work rooms at the latest at the end of work and stored in a fireproof manner or disposed of properly. Such waste must be stored in non-combustible containers with self-closing lids.

## 10. Flammable liquids

Flammable liquid, black powder, lycopodium etc. in the event area may only be kept ready in the quantity required for the respective fire effect. The storage of flammable liquids, black powder, lycopodium, etc. is only permitted in areas that are separated in terms of fire protection and inaccessible to the event participants.

## 11. Potential equalization

In the case of an electrically conductive trade fair stand construction, the contractual partner is obliged to execute the electrically conductive constructions in such a way that all conductive parts are reliably connected to each other in an electrically conductive manner. Furthermore, a connection for an equipotential bonding conductor with a cross-section of 4mm<sup>2</sup> Cu must be made at a suitable location (near the exhibition stand distributor). The electrician commissioned by MCG is entitled to exclude improperly executed stand constructions from connection to the power supply.

## 12. Decorations

All materials and decorative items must comply with the statutory regulations (combustion class, etc.). Corresponding test certificates/certificates are to be kept available on site at all times for inspection - also by MCG.

## 13. Heating and ventilation systems/air conditioning systems

Heating and ventilation systems etc. must remain freely accessible and unobstructed for the entire duration of the contractual relationship and may not be obstructed.

## 14. Drives, electrical systems

Drives, such as electric motors, transmissions, belts, reduction gears, etc. must always be kept free of storage and deposits. Electrical systems that are brought into the halls of organizers or exhibitors must be designed in accordance with legal requirements. These must be maintained in accordance with regulations. Modifications and repairs may only be carried out by persons authorized to do so. The creation of temporary installations is prohibited, in particular the bridging of blown fuses.

## 15. Heat-generating devices

Devices that generate heat (e.g. searchlights on towers, etc.) must be installed at a sufficient distance so that the automatic sprinkler system is not triggered. Heat-generating electrical devices must be monitored during use. They are to be set up on non-combustible, heat-insulating bases in such a way that flammable objects in the vicinity cannot be ignited even if they are excessively heated.

## 16. Faulty devices

Defective devices must be withdrawn from use immediately.

Defective systems, such as sockets and cables, may only be repaired by qualified electricians.

Blown fuses should only be replaced with new ones of the same value.

### **17. Use of incandescent lamps**

When using incandescent lamps, it must be ensured that the power specifications do not exceed the maximum power of the sockets.

### **18. Heat build-up**

In the case of spotlights, incandescent lamps and emergency lighting, sufficient distance from combustible parts must be ensured. When setting up electrical equipment, ensure that sufficient heat dissipation is guaranteed. Hanging or lining is not permitted.

### **19. Electrical devices with open heating wires**

are forbidden.

### **20. Fireplaces**

Heating, cooking and warming devices (including connecting pieces, smoke and exhaust pipes) may only be set up and put into operation with the approval of the management and in accordance with the instructions of the fire protection officer. They must be properly maintained and operated.

### **21. Welding, flame cutting, soldering or other hot work**

In the case of welding, flame cutting, soldering, abrasive cutting or similar hot work, the following may in principle only be carried out after written approval has been obtained from MCG.

### **22. Smoke emission**

To prevent smoke from entering the escape routes, doors to stairwells and smoke control doors in corridors as well as doors with self-closing devices must be kept closed. They must not be obstructed in their function by forced measures such as wedging or tying. Only doors with hold-open devices that are controlled by smoke detectors and close automatically in the event of fire may be kept open.

### **23. Smoke control doors**

It is not permitted to place objects within the closing range of fire and smoke protection doors.

Markings and controls during operation of the sales areas in the foyer must ensure that the closing area of the smoke seals or ventilation openings is kept free of objects.

Manipulations of self-closing doors must be avoided, otherwise there is a risk of fire spreading and the spread of toxic smoke gases in the event of a fire.

### **24. Doors against escape direction**

Doors that can be opened against the direction of escape must be manned by a security guard for the entire duration of the event.

### **25. Use of storage space**

In storage rooms, main and intermediate aisles must be kept clear at all times. The stored goods must be stored in such a way that the windows and doors are accessible and heat sources are not blocked. No material may be stored on window sills or radiators.

### **26. Operational fire instructions**

The instructions of the company fire brigade must be followed.

## **VIII. Advertising**

### **1. Start application / ticket sales**



Advertising and ticket sales for an event are not permitted without valid contract documents.

## 2. Announcements, logo

The corresponding corporate design (logo) of MCG must be transported with all advertising measures (flyers, posters, advertisements, advertisements, videos, spots, etc.).

## 3. Photos, video

MCG is permitted to take photos and videos of the event free of charge and to use them without restriction, in particular for advertising purposes. The contractual partner is prohibited from taking photographs, filming or drawing in the premises or on the areas used.

Likewise, the contractual partner is prohibited from using drones and similar flying objects, for whatever purpose, without the prior written consent of MCG.

The advertising and press material (flyers, texts, photos, posters, etc.) from the contractual partner must not damage the public image or contradict other important interests.

## 4. Advertising

The advertising of the event is the responsibility of the contractual partner. Should advertising take place in the existing property or on the MCG premises, this shall require the prior written consent of the MCG. Remuneration for this shall be agreed separately.

## 5. MCG home page

The contractual partner agrees that MCG may create a link to the contractual partner's homepage on the website [www.mcg.at](http://www.mcg.at) as of the signing of the contract, whereby it is noted that the contractual partner remains responsible for the content of this page.

## 6. Naming of organizer

The contracting party must name itself as the organizer in all printed materials (posters, admission tickets, etc.) so that it is clear in each case who the organizer is.

## 7. On-site advertising

If advertising measures are present in or around the existing property at the time of handover, MCG shall not be obliged to remove them. This also applies in the event that the existing advertising measures create a competitive relationship with the contractual partner.

# **IX. Withdrawal from contract, termination of contract**

## 1. Withdrawal from the contract by contractual partner

If the contractual partner withdraws from the contract for a reason for which MCG is not responsible or if it does not carry out the event for whatever reason, it is obliged to pay the following cancellation fees:

- Declaration of withdrawal in writing from the signing of the contract up to 91 days (including weekends and public holidays) before the start of the event: 50%
- Declaration of cancellation in writing 90 - 31 days (including weekends and public holidays) before the start of the event: 75%
- Declaration of withdrawal in writing from 30 days (including weekends and public holidays) before the start of the event: 100%

The fee according to the contract for event services including the fee for the planned additional services plus the contract fee will be charged. Irrespective of this, advance services already rendered by MCG must be paid for in any case.

In the event that the event cannot take place due to a lockdown ordered by the authorities, no cancellation fee is to be paid by the contractual partner, but advance services already rendered by MCG must also be paid by the contractual partner in this case.

This cancellation fee is to be paid as lump-sum damages regardless of fault, expressly excluding the right of judicial mitigation. MCG expressly reserves the right to claim damages in

excess of the agreed cancellation fees.

Cancellation of the contract must be demonstrably made in writing.

## 2. Damage compensation

If the event cannot be held or has to be postponed, shortened or extended due to force majeure, strike, political events or other important reasons (including, in particular, official measures such as bans on entering or restrictions), any claims for damages by the exhibitor against the organizer are excluded

The contracting party may not compensate the obligations incumbent on it under the contract with alleged or actual counterclaims; the latter shall rather be asserted separately.

## 3. Withdrawal from the contract by MCG

MCG shall be entitled to withdraw from the contract with immediate effect in the event of material breaches of contract by the contractual partner, without prejudice to further claims and rights, and in particular in the following cases

- if the contractual partner, despite a reminder from MCG and the setting of a grace period of 5 working days, does not pay the agreed down payment or deposit on time,
- if he has not fulfilled other essential contractual obligations. This is the case, for example, if
  - a disturbance of order and safety is to be feared due to the intended event,
  - it turns out that the contracting party does not have the necessary performance rights for the event that is the subject of the contract,
  - the official permits required for the event have not been granted or have been withdrawn again or the contracting party violates such conditions,
  - the safety of visitors is endangered when the event is held,
  - the contractual partner substantially changes the event program without the consent of MCG,
  - the MCG premises are not available as a result of force majeure (or the consequences of a terrorist action),
  - bankruptcy or composition proceedings are instituted against the assets of the contracting party or such proceedings are rejected due to lack of assets to cover costs.

In these cases, the contractual partner has no claim for compensation of any kind against MCG.

## 4. Advance payments upon contract termination

In the event of a withdrawal from the contract by the contractual partner or MCG or in the event of any early termination, MCG is entitled to withhold advance payments made as compensation and to use guarantees provided to cover expenses incurred, this without prejudice to further claims and rights of MCG.

# X. Liability

## 1. Liability MCG

If MCG violates its obligations under the contractual relationship, it is only liable for intent and gross negligence (thus in particular not for damage caused by failure of the energy supply, terrorist acts or terrorist threats, natural and nuclear disasters, storms, fire and other events of damage attributable to force majeure) and only up to the amount of the fee agreed in the contract for event services.

## 2. People, theft, damage

In particular, MCG assumes no liability for theft of or damage to objects brought in by the contracting partner or third parties during the event or the set-up or dismantling period, animals, accidents suffered by the event organizer or visitors or other users of the object of occupancy;

in particular, any exercise of a sporting, artistic or artistic activity is at the risk of the event organizer or visitors or other users of the object of occupancy.

### **3. Execution of the event**

The contractual partner bears full responsibility and risk for the proper execution of the contractual event, in particular he is solely responsible for its smooth course, including preparation, assembly and dismantling.

The contractual partner is therefore liable for any personal injury or damage to property caused by him, his employees or persons commissioned or authorized by him or by visitors or guests, to whomever.

The contractual partner is also liable for damage or extraordinary wear and tear to the rooms accessible to the public during the event and in the facilities and installations located therein.

### **4. Permitted number of people**

The contractual partner shall be liable for compliance with the maximum permissible number of persons. For events without ticket issue, the organizer shall set up counters or take other suitable measures to determine the number of persons (e.g. personal counting, etc.) and keep a record of this, which can be retrieved by the MCG or the authorities at any time.

### **5. Liability insurance**

MCG can demand that the organizer take out organizer liability insurance, in which case MCG must be authorized to collect the sum insured from the insurer in the event of an insured event. The contractual partner must ensure that the necessary collection authorization notices are given in favor of MCG on the insurance policy and present these when the contract is concluded. When conducting particularly dangerous events or events that are likely to cause damage of a greater magnitude, MCG can demand that the insurance be reversed in favor of MCG. It is stated that regardless of the obligation to take out insurance, the contractual partner remains fully liable.

### **6. Damage to health**

The contractual partner bears full liability for damage to health resulting from exposure to noise during a concert or other event. He undertakes to indemnify and hold harmless MCG against third-party claims arising from this title.

### **7. Compliance with all conditions**

The contract partner is aware of the house rules, the notices relevant to the event and public law obligations. The contractual partner undertakes to comply with the relevant requirements as well as with the provisions of the building police, fire police, trade authorities, event law and other statutory provisions. In the event of non-compliance, the contractual partner shall fully indemnify and hold MCG harmless against all claims of third parties. This includes, in particular, the bearing of costs for direct or indirect damages incurred by MCG or third parties, the costs of out-of-court settlement, the costs of extrajudicial and judicial legal representation of MCG including any costs of proceedings, the costs of official penalties resulting from this overrun and compensation for lost profit.

If the contractual partner fails to comply with its obligations resulting therefrom or with the instructions and orders issued within the scope of the contract, or if it is not in a position to prevent riots and infringements by participants and/or visitors, MCG is entitled, without prejudice to other rights, to take the necessary measures at the expense of the contractual partner or to have them taken by third parties commissioned by it. MCG is further entitled to terminate the event prematurely at the expense and risk of the contractual partner, or to have it terminated, if there is any danger to the safety of the participants and/or visitors, the employees of MCG or the assets of MCG, or if there is even a threat of danger, or of violence, terrorist attacks, etc. In this case, the contractual partner has no claims for compensation whatsoever against MCG.

## 8. Indemnification and indemnity

The contractual partner shall indemnify and hold MCG harmless against any and all claims of third parties resulting from a breach of the obligations incumbent upon it under this Agreement and the GTC, regardless of whether the damage was caused by the contractual partner itself, third parties commissioned by the contractual partner, visitors and/or participants in the contractual partner's event.

## XI. General

### 1. Contract fee and taxes

All contract fees and taxes (including AKM, entertainment, etc.) are borne by the contractual partner.

### 2. Legal compliance

Express reference is made to compliance with all statutory provisions and requirements, in particular the Youth Protection Act, the Trade, Commerce and Industry Regulation Act, the Employee Protection Act, the Venue Ordinance, the Styrian Events Act.

### 3. Forwarding law

The freight forwarder commissioned by MCG exercises sole freight forwarding rights at the exhibition grounds. Forwarding services may therefore only be ordered from this forwarding agent. Exceptions to this rule require the express written consent of MCG.

## XII. Data protection

Information on the processing of personal data and on the rights of data subjects can be found in the MCG privacy policy. The data protection declaration can be found as an appendix to the GTC or at [www.mcg.at/datenschutz](http://www.mcg.at/datenschutz) in the respective current version.

## XIII. Final provisions

1. Place of performance and place of jurisdiction is Graz.
2. Austrian law shall apply, the application of the provisions of the UN Convention on Contracts for the International Sale of Goods is expressly excluded.
3. All claims of the contractual partner must be asserted against MCG in writing within 6 months of the end of the event, otherwise they are to be regarded as statute-barred.
4. The possible invalidity of one or more points of these general terms and conditions does not lead to the invalidity of the others.
5. The General Terms and Conditions of MCG shall apply exclusively. General terms and conditions of the contractual partner that conflict with the MCG GTC shall not apply even if they have not been expressly objected to in the individual case or the service is performed without reservation.

## HOUSE RULES

These house rules apply to all halls, foyers and other ancillary rooms as well as the open spaces at the locations, Messeplatz 1 and Albrechtgasse 1, 8010 Graz, Austria,

1. All events are subject to the provisions of the Styrian Events Act, the provisions of the business premises approval notice and all terms and conditions of Messe Congress Graz Betriebsgesellschaft m.b.H. (idF MCG), in the currently valid version. The resulting regulations and all official requirements must be strictly observed.
2. By entering the MCG premises, all persons submit to the provisions of these house rules.
3. Admission is only permitted upon presentation of a valid admission ticket or participation authorization. Actor, companion, visitor, participant and other admission tickets only entitle the holder to attend the events for which they were issued. Only authorized persons are permitted to enter locked rooms or areas. Visitors or participants may only stay on the site during the event/opening hours and must leave it at the end of the event/end of opening hours.
4. Visitors or participants who
  - are obviously under the influence of alcohol, medication or drugs;
  - try to bring alcoholic beverages or drugs into the venue without permission;
  - carry objects that can be used for acts of violence as projectiles or otherwise in a way that would seriously disrupt the proper course of the event, such as pyrotechnic objects and smoke bombs in particular, and are not willing to hand them over;
  - have repeatedly disrupted the proper course of events or are not willing to undergo the necessary checks, or who otherwise have reasonable grounds to assume that they will disrupt the proper course of an event;will be denied access or they can be expelled from the premises at any time.
5. After the barrier has been passed, the admission tickets or entitlements to participate are non-transferrable, must be kept until after you have left and must be presented to the control bodies at any time on request. Any misuse of admission tickets or participation authorizations will result in their removal and invalidation as well as the forfeiture of the fee paid or deposited for them and, if necessary, legal action.
6. Visitors or participants may not disrupt an event or disturb other visitors or participants. The instructions of MCG employees and security and supervisory personnel must be followed at all times..
7. The distribution of advertising or propaganda material, tickets, goods and the like is only permitted on the entire MCG premises with the permission of the organizer..
8. The parking of vehicles and the parking of vehicles on MCG's premises is only permitted with MCG's consent. Parking in the forecourt is prohibited by the authorities.
9. Bicycles, vehicles and animals are not permitted. Excluded from this are companion and protection dogs in connection with the necessary ID cards.
10. All rooms and areas are to be treated with care, any contamination and soiling is prohibited on the entire site. In particular, sticking items on walls or sticking up posters is expressly forbidden. Anyone who damages or destroys facilities is fully liable for the damage. Parents or their legal representatives are liable for damage caused by minors.
11. The use and storage of highly flammable objects and liquids is prohibited in the cloakrooms.
12. Access to the performance areas, including their ancillary rooms, cloakrooms and magazines, as well as to the changing rooms of the performers and actors, is only permitted to persons employed there. The stay is only permitted for as long as their presence is necessary.
13. MCG's liability for damages of any kind is excluded.

14. Visitors and participants are not permitted to bring any seating or standing space with them. A ban on taking bottles, glasses, cups, etc., announced by notice or loudspeaker, must be observed.
15. Smoking is prohibited on the entire site. This does not apply to areas specially marked as smoking zones.
16. Coats, jackets, rucksacks, bags, umbrellas and similar items are to be handed in at the cloakroom depending on the nature of the event. The cloakroom price to be paid will be announced.
17. For security reasons, items of clothing, bags and similar containers as well as vehicles can also be checked for their contents.
18. The use or commissioning of drones or similar flying objects, for whatever purpose, is only permitted with the written consent of MCG.
19. Film, video and sound recordings as well as photography are only permitted with the written permission of the organizer made out in the name of the organizer. For safety reasons, flashing lights of any kind may only be used during events if they do not pose any danger to visitors, participants or participants. The visitor or participant acknowledges that the organizer takes film and photo recordings - also of the visitor or participant - on the MCG premises and gives his consent that these recordings may be processed, published, duplicated and distributed by the organizer. If the visitor or participant does not want this, he must expressly prohibit the publication in writing.
20. Non-compliance with the provisions of the present house rules is subject to the penal provisions of the Styrian Events Act in the currently applicable version. Violators may be instructed to leave the premises immediately without refund of the entrance fee and without prejudice to further steps. A house ban can be pronounced. The visitor or participant is liable for damage resulting from non-compliance with the house rules.

Graz, January 2023

Messe Congress Graz Betriebsgesellschaft m.b.H.