



GENERAL TERMS AND CONDITIONS FOR EVENTS

As of January 2019

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§ 1 Scope of application

1.1 The Max-Schmeling-Halle and the Velodrom, including all outside areas (hereinafter also referred to as venue) are marketed and operated by Velomax Berlin Hallenbetriebs GmbH (hereinafter referred to as Velomax) for the realisation of events. The present General Terms and Conditions for Events apply to the realisation of events in the venue and on the outside areas surrounding the venue. They shall be mandatory part of any contractual relationship concluded with Velomax for the realisation of events in the venue.

1.2 Additional or conflicting terms and conditions of our contractual partners (hereinafter referred to as organiser) shall not apply, unless Velomax has expressly acknowledged such terms and conditions in writing. If differing terms and conditions for events are laid down in the agreement, such agreements always take precedence over the corresponding provisions within these General Terms and Conditions for Events.

§ 2 Reservations, conclusion of the agreement, contractual additions and amendments

2.1 Oral, electronic or written reservations for a specific event date only constitute an option for the future conclusion of an agreement. Said option shall lose its validity at the latest upon expiry of the period set for the reservation or the period (for response) indicated in the agreement. Event options are not transferable to third parties. The repeated realisation of an event or the repeated provision of premises and areas at certain times shall not give rise to any rights for the future, unless an individual agreement has been made in the agreement to this end.

2.2 Concluding the contract requires the written form with the signature of both contracting parties in order to be effective. If Velomax sends an unsigned copy of an offer to the customer, the contract is only deemed to have been concluded when the customer signs a copy, transmits it to Velomax within the specified reservation period and subsequently receives a countersigned copy of the contract. The offer and the signed copies of the contract may be sent electronically or by post. The effectiveness of the contract remains unaffected.

2.3 If addenda or amendments to the contract are agreed after conclusion of the contract, they shall only require the written form without signatures. The written form requirement shall be deemed to have been complied with if the respective declaration is transmitted in electronic form by e-mail or fax and is confirmed accordingly by the other party. Verbal agreements must be confirmed in the same manner immediately in written form. The short-term request and the construction of media and event facilities can also be confirmed by a handover report.

§ 3 Object of the agreement

3.1 Various escape routes and seating plans approved by the authorities are available for the realisation of the event within the areas and premises specified in the agreement or in the Annexes to the agreement. For events where the interior of the premises is used, the creation and regulatory approval of event-specific plans is usually required. New layout plans or plans deviating from already approved plans of the organiser must be submitted to the relevant Building Authority for approval in due time before the event (at least 6 weeks in advance). The application for approvals lies within the scope of services of Velomax. The costs of regulatory approval procedures, including the risk of non-approval, shall be the full responsibility of the organiser.

3.2 The organiser shall be granted a restricted utilisation right to use general traffic areas, paths, toilets, cloakrooms and entrances for the duration of the event. The organiser must tolerate, in particular, the shared use of these areas by third parties. If multiple events take place within the venue at the same time, each organiser must conduct itself such that, if at all possible, no disruptions of other events take place. The organiser shall not be entitled to contractually demand that the event of another organiser be restricted.

3.3 The functional premises within the venue and areas, such as workshop areas and equipment rooms or offices are not subject of the agreement and are not available to the organiser, unless a deviating provision has been made in the agreement or in an Annex to the agreement. This also applies to any wall and building surfaces and ceilings and walls outside the venue, particularly in general traffic areas and in the entrance areas.

3.4 A change to the event title, the period of the event, the type of the event, the agreed event content, the intended purpose of use or a change of the contracting partner or any form of "transfer to third parties" (for example, subletting with or without payment) specified in the agreement require the prior written approval of Velomax. The approval may be refused without specifying reasons. An approval is only possible if the interests of Velomax, in particular with respect to already existing or planned events, will not be affected.

§ 4 Handover, careful handling, return

4.1 Before the event, usually at the beginning of the mounting work, each contracting party may request the joint inspection and survey of event areas, the emergency exits and the escape routes handed over to said party. If the organiser identifies defects or damage to the object of the agreement, Velomax must be notified of this immediately in writing. Both parties may request the preparation of a handover protocol, in which the state and any defects or damage must be recorded. If the parties waive the drawing up of a handover protocol, it can be assumed that no visible defects exist at the time of the inspection that go beyond the usual signs of wear and tear. If the organiser notices damage at a later date, or if the organiser or its visitors cause damage, the organiser shall be obliged to immediately inform Velomax to this end. It is recommended that the organiser photograph recognizable pre-existing damage and forward these photographs to Velomax electronically, if possible before the beginning of the event.

4.2 The organiser shall make sure that event areas, including any installations therein, made available to the organiser, are handled with care and kept in a clean condition. All types of damage must be reported to Velomax immediately. If there is an imminent risk

that the damage might increase, the organiser must take all necessary emergency measures to mitigate the damaging effects immediately.

4.3 All items, structures and decorations used for the event must be removed completely by the time the dismantling work is completed, and the original state must be restored. Items left behind in the venue may be removed at the expense of the organiser. If the object of the agreement is not returned in a vacated condition in due time, the organiser must pay a compensation for use that corresponds to the user fees. If the dirt produced in the venue goes beyond the measure that is usual for the type of event, Velomax shall be entitled to charge the organiser a cleaning surcharge. Velomax reserves the right to assert further claims if the object of the agreement is damaged or if its return is delayed. A tacit renewal of the agreement in the event of a delayed return shall be excluded. The provisions of Art. 545 German Civil Code (BGB) do not apply.

§ 5 Remuneration, payments

5.1 The contractually agreed remuneration and payment dates are laid down in the "List of costs and services", which is attached to the agreement as an Annex. Unless otherwise agreed therein, all fees will be due for payment 14 days after invoicing before the realisation of the event and payable to the account of Velomax. If the remuneration is not paid in full before the event, the organiser shall have no entitlement to the provision of the agreed services.

5.2 The costs for the necessary safety services (security service, first aid service, fire security guards, wavebreakers, barrier grids, guidance rails at the entrance gate, etc.) depend on the type of event, the number of visitors and the event-specific requirements and risks in individual cases. Velomax shall determine in detail the nature and extent of necessary safety measures in the course of the safety assessment for events. The organiser must bear the cost of all necessary safety measures.

5.3 To secure its claims under the agreement, Velomax shall be entitled to demand advance payments and securities prior to the event in the amount of the estimated remuneration.

5.4 Payments shall be made without deductions, free of bank charges, to an account of Velomax, specified on the invoice. Invoices of Velomax can be electronically transmitted as a PDF file in accordance with Article 233 (1) sentence 2 of the Directive on the VAT System (MwStSystRL).

5.5 In case of a default in payment, Velomax shall be entitled to charge default interest at the rate of 9% over and above the base interest rate, and, in accordance with Art. 288 (5) BGB, a lump-sum fee of 40 €.

§ 6 Number of visitors, admission tickets

6.1 Compliance with the layout planning specified for the event (seating plans), which is subject to approval, as well as with the maximum admissible number of visitors are essential contractual obligations of the organiser. The organiser shall be obliged to coordinate the seating plan with Velomax before the beginning of the advance sale of tickets. The tickets must be allocated separately for the circle and the main audience area according to the capacities assigned to the respective ticket distribution systems. The same shall apply to the sale of hard tickets. The organiser shall not be entitled to commence with the advance sale of tickets for the event without the prior agreement of Velomax. If no tickets are sold, the organiser shall be obliged for security reasons to make alternative arrangements for the capacity and/or access control at the request of Velomax.

6.2 Lines of vision established by the production can lead to a reduction in capacity. Capacity changes may also be possible or necessary due to building code regulations. Amendment agreements must be made in writing and be admissible under building law. Should the organiser deviate from the contractually agreed seating plan or the ticket distribution (circle/main audience area), the organiser shall bear the resulting additional costs and assume the risk of non-approval of the deviating plan.

6.3 If recordings or the broadcasting of the contractually agreed event are planned, it can be assumed that the positioning of cameras may cause visual obstacles that may affect the overall visitor capacity. In this case, Velomax and the organiser must cooperate to come to a corresponding agreement. All costs incurred in connection with television and/or radio broadcasting shall be borne by the organiser.

6.4 Complimentary tickets must be designated as such and Velomax must be notified thereof before the event (up to 5% of the overall capacity laid down in the event agreement), the corresponding tax regulations must be observed. Special arrangements must be agreed to in writing in advance. Tickets not sold and/or the final reports in the event of the use of one or more computerised ticketing systems must be handed over to Velomax after the box office closes. Velomax and the organiser will settle the entrance tickets upon the final settlement of the event.

6.5 For the provision of tickets in accordance with sub-section 7.3 of the event agreement, the organiser charges Velomax the total price, that is, the sum of these entrance tickets based on the respective net ticket prices (i.e. retail ticket price less any fees and taxes for the respective price category).

6.6 Velomax will provide advertising services in the corresponding amount and invoice the organiser for these services. This includes, in particular, the inclusion of the event in the event calendar of the Velomax website.

6.7 With respect to services provided by both sides it is assumed that the net value of services is equal. These services are thus compensated for by one another. The value of the services shall be subject to the respectively applicable turnover tax. For any mutual

services, the contracting parties will provide proper invoices in accordance with Art. 14 of the German Turnover Tax Law (UStG) with a separate indication of the turnover tax. To the extent the invoice amounts can be offset against each other, the offsetting and credit note procedures are hereby agreed to for this purpose.

6.8 The organiser is requested to indicate in its advertising, on the tickets or in the trailers agreed with radio or TV presenters that no parking is available at the Velodrom or the Max-Schmeling-Halle and that visitors should use public transport. The organiser is requested to conclude agreements with the providers of the public transport systems, which include a coupling of entrance tickets with the tickets for public transport.

§ 7 Marketing and advertising

7.1 The organiser shall be responsible for promoting the event. Advertising on the site or on walls, roofs, columns, etc. requires the prior approval of Velomax. It shall not be permitted to neutralise the branding of the venue. Promotional activities on behalf of the organiser by Velomax or by authorised third parties (agencies, etc.) can be initiated against a corresponding payment in advance.

7.2 The organiser must be named on all printed material, posters, entrance tickets and invitations, to make it clear that a legal relationship is established between the organiser and the visitor, and not between the visitor and Velomax.

7.3 When mentioning the venue on announcements of all kinds (including the Internet), printed material, posters and entrance tickets, only the name "Max-Schmeling-Halle" or "Velodrom" and the original logos must be used. Any further use shall be permitted only with the approval of Velomax.

7.4 The organiser may erect and install billboards or posters only on the basis of a separate agreement with Velomax (see sub-section 7.1). The organiser shall be responsible for ensuring and maintaining public safety with respect to all promotional activities carried out by it on the premises and in the venue. This also includes special security obligations in the event of storm-like winds. Unauthorised billposting shall be prohibited and the organiser is required to pay a compensation for damage if this provision is violated. The organiser shall also make sure that all billposting materials and information signs are removed within 24 hours after the event at its own expense; otherwise Velomax shall have this work performed at the organiser's expense.

7.5 The organiser shall irrevocably indemnify and hold harmless Velomax from any and all claims arising as a result of any circumstance in which the event, or the advertising for the event, violates or infringes rights of third parties (particularly copyrights, rights to images and names, trademark rights, rights under competition law, protected personal rights) or other legal provisions. This obligation of indemnification also extends to any and all costs that may arise in connection with cease and desist requests or orders, court costs, and costs of litigation.

7.6 Photographs of the venue and its facilities for commercial use as well as their logos and names may only be taken or used with the express prior written consent of Velomax. Velomax generally charges an appropriate user fee to this end.

7.7 Video and audio recordings for the purpose of transmission, retransmission or recording for all media and data media, such as radio, television, Internet, virtual and physical storage media, regardless of whether they are free-of-charge or non-gratuitous, must be previously approved by Velomax. The amount of the "fees" payable by the abovementioned institutions, where appropriate, and the involvement of Velomax in these fees must be agreed between the organiser and Velomax in advance before any recordings take place.

7.8 Velomax shall be entitled to refer to the event in its event programme and on the Internet, and to make and distribute visual and sound recordings of the event free of charge for the promotion of the venue, provided that the organiser does not object in writing. In general, this must be coordinated with the organiser in advance.

7.9 Advertising for third parties within the venue requires the approval of Velomax. The organiser shall not be entitled to demand from Velomax that Velomax take down or change its existing own or third-party advertising or to restrict it during the event.

§ 8 Management, merchandising and other distribution of goods

8.1 The management of catering for the venue during the entire period of use for the event shall be carried out exclusively by Velomax and by contractually affiliated third parties. This applies to the entire demand for food, beverages and the like. To ensure a proper service, the organiser must inform Velomax of its wishes to this end in due time and coordinate this with Velomax. The organiser shall be permitted to arrange for the provision of its own catering needs for the event-related staff (artists, technicians, support staff). If the organiser wishes to serve beverages to sponsors, this shall be subject to charges which must be borne by the organiser. If a VIP lounge is desired, the guests of honour in the VIP lounge can be catered for by an external company commissioned by the organiser after consultation with Velomax. The event agreement will then be supplemented in accordance with the arrangements made.

8.2 The organiser shall be responsible for the merchandising (sale of event-related and non-event-related souvenirs). The costs are specified in the event agreement.

8.3 The exercise of any other commercial activities in the venue by the organiser or by a third party commissioned by the organiser shall be subject to the prior consent of Velomax, if such activities do not have an immediate substantive reference to the event. The organiser must obtain the prior written consent of Velomax for the use or the installation of selling stands at locations bindingly

specified by Velomax and for sale outside of selling stands. This consent shall be given only in exchange for appropriate compensation. The organiser may provide corresponding sales personnel itself or make use of Velomax staff against remuneration.

8.4 Velomax shall be exclusively entitled to the income from the wardrobe management.

§ 9 Radio networks/W-LAN,

9.1 The organiser shall not be entitled to install its own wireless networks, to install W-LAN networks or to operate its own W-LAN access points without the prior consent of Velomax. If these networks are operated without permission, they can be taken out of operation without prior notice. The assertion of claims for damages due to disturbances is reserved.

9.2 Organisers who use the Internet connection (LAN or W-LAN) of the venue or make it available to its visitors/guests shall be responsible for ensuring that no abuse takes place, in particular due to the infringement of copyrights, the distribution or download of protected or prohibited content, or by visiting websites with criminal content. If Velomax is made liable for violations by the organiser, its event visitors/guests or other users belonging to the "camp" of the organiser, Velomax must be indemnified by the organiser against all financial claims, including any legal costs.

§ 10 GEMA (German association for musical performances and musical reproduction), GVL (German society for the exploiting of performing rights), social contribution for artists

10.1 Timely registration and payment of fees for the performance or reproduction of works protected by copyright at the GEMA or the GVL are the sole responsibility of the organiser. Velomax may request written proof from the organiser of the registration of the event with GEMA or GVL, a written proof of invoicing by GEMA or GVL, or a written proof of payment of fees to GEMA /GVL in due time before the event.

10.2 If the organiser is not willing or able to prove payment of the corresponding fee, Velomax may request from the organiser that it pay a security in the amount of the anticipated amount of the GEMA/GVL fees or charges in due time no later than 14 days before the event.

§ 11 Liability of the organiser, insurance

11.1 The organiser shall be responsible for maintaining public safety in the venue with respect to all facilities, structures, suspensions and decorations installed in the venue and for the safe running of its event.

11.2 The organiser must return the venue to Velomax in the state it was in when it was handed over by Velomax. The organiser shall be liable for all damage caused by itself, its the vicarious agents and persons employed for the fulfilment of obligations, its guests and visitors in connection with the event.

11.3 The organiser shall bear the risk of event-related damage, to the extent it has been caused by the type of the event, its participants or the contents or processes of the event. The organiser shall also be liable for damage caused by riots or as a result of demonstrations against the event or by similar incidents caused by the event.

11.4 The extent of the liability of the organiser includes, in addition to personal injury and damage to the venue and its facilities, also damage arising from the fact that third-party events cannot be performed as planned or cannot be performed at all.

11.5 The organiser indemnifies and holds harmless Velomax from all claims of third parties arising in connection with the event, insofar as these are the responsibility of the organiser, its vicarious agents and persons employed for the fulfilment of obligations or its participants or visitors. Any contributory negligence of Velomax and its agents and persons employed for the fulfilment of obligations must be considered to the respective amount on a pro-rata basis. The responsibility of Velomax to ensure the safe condition and maintenance of the venue in accordance with Art. 836 BGB also remains unaffected.

11.6 The organiser shall be obliged to take out an organiser's liability insurance with the following coverage levels:

a) personal injury:	5,000,000.00 €
b) pecuniary loss:	250,000.00 €
c) material damage:	5.000.000,00 €
sublimit for	
1. damage to rented property	
a) on immovable property:	1,000,000.00 €
b) on movable property:	100,000.00 €
c) from fire/explosion:	5.000.000,00 €
2. damage from loss of keys:	25.000,00 €

for the duration of the event, including mounting and dismantling of the event.

11.6 The organiser must prove that it has concluded said liability insurance and its existence at least 6 weeks before the day of the event by submitting a written confirmation from the insurer. The written confirmation must include a statement that the liability insurance also covers claims by third parties for which the organiser has assumed indemnification obligations vis-à-vis Velomax in

accordance with subsection 11.5. If the organiser fails to comply with this obligation, Velomax shall be entitled to substitute performance by taking out appropriate liability insurance at the expense of the organiser 48 hours before the event begins.

§ 12 Liability of Velomax

12.1 The strict liability of Velomax to compensation for hidden defects (Art. 536a (1), 1st Alternative BGB) to the venue and its facilities upon conclusion of the agreement shall be excluded. The claim to a reduction in the remuneration due to defects shall not be affected by this, if Velomax is informed of this defect upon its discovery and of its reversibility, or if Velomax is informed of the intention to seek a reduction during the period in which the venue is in use.

12.2 Velomax does not accept any liability for loss of objects, installations, structures or other valuables brought there by the organiser, unless a payment or special custody agreement has been concluded. At the request of the organiser, a security firm, admitted according to Art. 34a of the German Trade Regulations (GewO), can be commissioned with the surveillance of third-party possessions at the expense of the organiser.

12.3 Velomax shall be liable for compensation for property damage and financial damage suffered by the organisers due to a grossly negligent or wilful breach of duty by Velomax, or if Velomax has expressly assumed a guarantee bond in respect of the services to be provided. Any further liability for damages on the part of Velomax, with the exception of liability for personal injury or in cases of a violation of material contractual obligations (cardinal obligations), shall be excluded. Cardinal obligations or material contractual obligations are understood to be such, the fulfilment of which makes the due performance of the agreement possible in the first place and the compliance of which the contracting partner regularly relies and may rely, i.e. the main material contractual obligations.

12.4 If Velomax is responsible for personal injury or the violation of cardinal obligations, Velomax shall be liable notwithstanding subsection 12.3 according to legal regulations also in the event of a breach of duty which is the result of simple negligence. For breaches of cardinal obligations, the liability for damages of Velomax for cases of simple negligence is however limited to the foreseeable, direct, average damage typical for the kind of agreement.

12.5 The limitations of liability in accordance with the preceding subsections 12.3 and 12.4 also apply to the legal representatives and the vicarious agents and persons employed by Velomax for the fulfilment of obligations.

§ 13 Cancellation, withdrawal, extraordinary termination

13.1 If the organiser does not carry out the event at the agreed time for reasons for which Velomax is not responsible, the organiser shall be obliged to provide compensation for loss based on the agreed usage fee. The same applies if the organiser withdraws from the agreement or terminates the agreement for good cause, whereby the organiser shall not be entitled to an individually agreed or mandatory withdrawal or termination right. The compensation for loss in these cases amounts to

- a) 20% up to 9 months prior to the event
- b) 40 % up to 6 months prior to the event
- c) 80 % up to 3 months prior to the event
- d) thereafter 90%

of the agreed remuneration. Cancellation, termination or withdrawal are subject to the written form and must be received by Velomax within the time limits indicated. If Velomax has incurred higher damages, it shall be entitled to specify the damage in the corresponding amount instead of the lump-sum compensation for loss, and request that the organiser compensate for such loss. The organiser is at liberty to prove that no or a significantly lower damage has occurred or that the expenses are lower than the required compensation for loss.

13.2 Furthermore, the organiser must reimburse third parties for any costs incurred by said third parties in connection with the planned event that result from the event cancellation. This is especially true for the leaseholders of catering facilities, first aid personnel, the wardrobe staff and the personnel operating the toilets. If Velomax is able to allow third parties to use the venue for another event against payment on the cancelled date, the compensation in line with subsection 13.1 remains valid, if the transfer of use to the third party would also have been possible on another event date / or does not yield the same amount.

13.3 In the event of a breach of the agreement, Velomax shall be entitled to withdraw from the agreement, in particular if:

- a) the payments (usage fees, ancillary costs, securities, etc.) to be rendered by the organiser have not been paid in due time;
- b) if the conclusion of the agreed organiser's liability insurance has not been proved;
- c) a disturbance of the public order and safety is caused by the event;
- d) the information needed for regulatory approvals or permissions have not been submitted;
- e) the purpose of use designated in the agreement has been substantially altered without the consent of Velomax;
- f) the organiser has concealed upon conclusion of the agreement, especially when specifying the intended purpose of use, that the event is to be carried out by a "radical, political or pseudo-religious" association or has extreme right-wing, racist or anti-Semitic content;

- g) the organiser violates any laws or safety and fire protection regulations;
- h) the organiser fails to comply with its legal and regulatory - only insofar as they are related to the event - or contractually assumed notification, information and payment obligations towards Velomax or public authorities, first aid and rescue services or the GEMA/GVL;
- i) insolvency proceedings have been opened over the assets of the organiser, or if the opening of insolvency proceedings have been rejected due to the lack of assets, and if the organiser or, in its stead, the insolvency administrator fail to comply with their obligations under this agreement in due time or at all.

13.4 Before declaring a withdrawal or an extraordinary termination, Velomax shall be obliged to set a deadline including a refusal warning vis-à-vis the event organiser, if the event organiser is able to immediately remove the reason giving rise to such withdrawal and/or the extraordinary termination, taking into consideration the overall circumstances.

13.5 In the event that Velomax exercises its withdrawal right for one of the reasons mentioned under subsection 13.3 a) to i), Velomax reserves the right to payment of the fees agreed, must however deduct the expenses saved.

13.6 If the organiser is an agency, Velomax and the agency shall have a special right of termination if the agency's client withdraws the order from the agency or terminates it. This special right of termination can only be exercised, if the agency's client assumes in full any and all rights and obligations resulting from the existing agreement with Velomax and provides an appropriate collateral upon Velomax' request.

§ 14 Force Majeure

14.1 The organiser's obligation to pay the remuneration agreed shall be void, except for services already rendered, in cases of Force Majeure which represent an external occurrence that is not foreseeable and cannot be avoided even by applying reasonably expected extreme care, unless otherwise agreed in the following subsections 14.2 and 14.3.

14.2 The absence of individual artists or the untimely arrival of one or several participants, as well as bad weather, including ice, snow and other weather conditions, with the exception of flood in the environment of the event venue, are not considered to be cases of "Force Majeure" in the meaning of these Terms and Conditions for Events.

14.3 The cancellation or the discontinuation of an event due to Force Majeure in case of the threat of terrorist attacks or other threatening scenarios which must be taken seriously or due to the discovery of so-called "suspicious objects" which could lead to a cancellation or discontinuation of the event by the event organiser or due to a request by the public authorities, lies within the organiser's scope of risk, since the organiser has an influence on the probability of the occurrence of such events or decisions by being responsible for the contents of the event, the composition of the participants and visitors and the publicity of the event induced by the organiser. In case of a cancellation of the event prior to the agreed period of utilisation, the provisions concerning a withdrawal from the event pursuant to § 13 of these contractual conditions shall apply. In case of a discontinuation of the event after its commencement, the event organiser must pay any and all remuneration agreed less the costs not yet incurred at the time of the cancellation. The event organiser is recommended to conclude a corresponding cancellation insurance, to the extent the organiser wants to cover the financial risk connected therewith.

§ 15 Offset and retention rights, assignment

15.1 The event organiser shall only have offset and retention rights vis-à-vis Velomax, if its counterclaims have been legally established, are undisputed or have been recognised by Velomax.

§ 16 Data processing, data protection

16.1 Velomax leaves the object designated in the contract to the organiser for the realisation of events and provides event-accompanying services by its own employees as well as by commissioned service providers. In order to fulfil the contractually agreed business purposes, the processing of personal data transmitted by the organiser to Velomax also takes place in accordance with the provisions of the EU General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG).

16.2 Service providers for event-accompanying services receive from Velomax personal data of the organiser and its authorised contact persons for the provision of their services, insofar as this is necessary for the execution of the contract or corresponds to the legitimate interests of the organiser according to Art. 6 (1) (f) GDPR. In addition, Velomax uses the data of the organiser for mutual information and communication before, during and after an event as well as for its own event-accompanying offers.

16.3 Personal data of the organiser, the event manager and its authorised contact persons may also be transmitted to the responsible authorities, in particular to the police, the fire brigade, the public order office and the medical and rescue service, for the purpose of coordinating the respective security concept for the event.

16.4 Velomax reserves the right to use the data of the organiser and the contact persons appointed by it in addition to the purposes specified in sections 1 to 3 also for its own marketing and for sending advertising. The data subject has the right to object at any time to the processing of personal data for marketing and advertising purposes. In this case, the personal data will no longer be processed for these purposes. The objection can be made as an informal notification in writing and should be sent, if possible, via email to widerruf@gegenbauer.de.

16.5 If access to the stored personal data of the organiser by commissioned software companies cannot be reliably excluded in the course of the maintenance of software of Velomax, these companies are comprehensively obliged to comply with the existing data protection requirements and data secrecy according to Art. 5 BDSG.

16.6 Velomax processes and stores all personal data received from the organiser as long as it is necessary for the fulfilment of contractual and legal obligations. If the data is no longer required for the fulfilment of contractual or legal obligations, it is regularly deleted, unless - for a limited period - further processing is required for the following purposes:

- Fulfilment of retention periods under commercial and tax law. The periods for retention and documentation specified there range from two to ten years.
- Preservation of evidence within the framework of statutes of limitation. According to Art. 195 ff. of the German Civil Code (BGB), these limitation periods can be up to 30 years, whereby the regular limitation period is three years.

16.7 If a data subject no longer agrees to the storage of his/her personal data or if this data has become incorrect, Velomax will arrange for the data to be deleted or blocked or make the necessary corrections upon instruction to that effect. Upon request, the data subject will receive information free of charge about all personal data that Velomax has stored about him or her.

§ 17 Place of jurisdiction, escape clause,

17.1 The place of performance for claims shall be Berlin. The Laws of the Federal Republic of Germany shall apply.

17.2 If the organiser is an entrepreneur or does not have a general place of jurisdiction within the Federal Republic of Germany, Berlin will be agreed as the place of jurisdiction for all disputes resulting from or in connection with this agreement.

17.3 In the event that individual clauses of this agreement or of the "Safety and Fire Protection Regulations" are or become invalid, the remaining provisions shall remain unaffected. Instead of the invalid provision, the legal regulation of the German Civil Code (BGB) shall apply.