

General Terms and Conditions – Red Carpet Event GmbH for Business Events

between Red Carpet Event GmbH, Siegfriedstr. 29, 40549 Düsseldorf, AG Düsseldorf, Commercial Register entry HRB 97178 (hereinafter also RCE) and the organiser designated in the contract

Section 1 Basis of contract

(1) The contractual relationship between Red Carpet Event GmbH and the organiser (hereinafter: "organiser") is governed exclusively by the following contractual terms and conditions. These shall only apply if the organiser is an entrepreneur (Section 14 German Civil Code [BGB]), a legal entity under public law or a special fund under public law and, therefore, expressly not to consumers within the meaning of Section 13 German Civil Code (BGB), who are excluded from concluding contracts for business events.

(2) Contracts are concluded exclusively under the validity of these GTC. Other, in particular, conflicting, deviating or supplementary terms and conditions shall only apply if they have been expressly confirmed in writing by RCE. This shall also apply in the case of unconditional acceptance of an offer made, for example, in the form of an order from the organiser, in the knowledge of the organiser's general terms and conditions.

(3) Legally relevant declarations, unilateral notifications and order amendments require text form, in order to be effective. Unless expressly agreed otherwise, they shall result in the cancellation of previously agreed deadlines and dates. Legal formal requirements and further proof, in particular, in case of doubt about the legitimacy of the declaring party, shall remain unaffected.

Section 2 Conclusion of contract, conclusive acceptance of offer

(1) Contracts shall be concluded at the latest by at least textual acceptance of our offer by the organiser.

(2) Insofar as RCE – at the instigation (or with the express approval) of the organiser – initiates essential organisational steps for the event (in particular, for example, reservation of cinema halls or advertising space, ordering of catering or event technology, booking of technical staff), this instigation or express approval shall already constitute conclusive acceptance of the offer.

Section 3 Subject matter of the contract

(1) In accordance with the respective specific agreement, RCE shall provide the organiser with premises and arranges technical equipment, (service) personnel, catering and/or other services for the implementation of events. The type and scope of the services to be provided (or arranged) by RCE shall be governed exclusively by the order confirmation or the changes to the order effectively agreed.

(2) RCE's services shall not include the planning, implementation and management of the event itself; this is the responsibility of the organiser. The procurement of any necessary public law permits or private law licences (e.g. for film or music screenings), as well as compliance with statutory regulations and official requirements, shall be the responsibility of the organiser, and shall be carried out at the organiser's responsibility and expense.

(3) The organiser alone is responsible for the content of the event; he shall undertake to refrain from presentations, performances and the like that violate legal requirements or morality, or otherwise infringe the rights, in particular, industrial property rights, of third parties.

Section 4 Prices and terms of payment

(1) All prices are exclusive of statutory VAT. This will be invoiced separately and at the applicable tax rate, as well as in accordance with the applicable tax requirements.

(2) For third-party services, the organiser shall be obligated to pay a service fee of 10% of the gross invoice amount of the third-party service provider to RCE in addition to the consideration for the third-party services.

(3) In the event that the organiser independently provides or contributes third-party services, it undertakes to pay RCE a service fee amounting to 20% of the respective gross amount of these services. For this purpose, the organiser shall forward a copy of the invoice of a third-party service provider to RCE without being requested to do so immediately after receipt.

(4) If the period between conclusion and performance of the contract exceeds six months, and if the prices generally charged by RCE for these services change – which RCE shall have to prove – the contractually agreed prices may be adjusted appropriately. If the reasonable increase in the agreed price exceeds 10%, the organiser may withdraw from the contract. If the adjustment falls below the agreed price by more than 10%, RCE may withdraw from the contract.

(5) The organiser shall bear the fees and taxes arising from the implementation of the event.

(6) RCE shall be entitled to demand an advance payment of up to 85% of the costs calculated according to the order confirmation from the organiser upon conclusion of the contract. If the organiser is a natural person, a registered association or a company with its registered office abroad, the advance payment shall be up to 100%. If the instalment payment is not paid on time despite a request and setting of a deadline, RCE shall be entitled to withdraw from the contract.

(7) After the event has been held, RCE shall issue a final invoice, taking into account any payments on account made. Unless expressly agreed otherwise, the final invoice for consumption-dependent services shall not be based on the number of units calculated but on the number of units actually consumed.

Section 5 Obligation to inspect and issue a notice of defects

(1) If the transfer is a commercial transaction for both parties, the organiser shall inspect the rented items immediately after the transfer, insofar as this is feasible in the ordinary course of business, and notify RCE immediately if a defect becomes apparent.

(2) If the organiser fails to notify the organiser, the rented items shall be deemed to have been approved, unless the defect was not recognisable during the inspection.

(3) If such a defect only becomes apparent at a later date, a notification shall be submitted immediately after discovery; otherwise, the rented items shall be deemed to have been approved also in view of this defect.

(4) In the event of a failure to notify, the legal consequences of Section 536c (2) German Civil Code (BGB) shall apply.

(5) In order to preserve the rights of the organiser, it is sufficient to send the notification in good time.

(6) The above provisions shall not apply in the event of fraudulent concealment of a defect.

Section 6 Termination of the contract

(1) The organiser may terminate the contract at any time without notice.

(2) If RCE is not responsible for the termination by the organiser, the organiser shall be obliged to compensate RCE for the damage incurred as a result, including the loss of profit. Depending on the time of termination, the claim for damages shall be calculated as a lump sum as follows:

Time of termination Amount of damages:

more than 30 days before the start of the event 50% of the total price offered / net usage fee

15 to 30 days before the start of the event 75% of the total price offered / net usage fee

less than 15 days before the start of the event 100% of the total price offered / net usage fee

The basis for calculation are the total prices offered in the order confirmation or in the effectively agreed order amendments, if applicable on the basis of the calculated quantities. The organiser's right to prove a lower instance of damage and loss shall remain unaffected, as does RCE's right to prove a higher instance of damage and loss.

(3) The regulation according to Section 4 also applies if the termination is made by RCE but the organiser is responsible for it.

(4) The right of both parties to terminate the contract without notice for good cause remains unaffected.

(5) The notice of termination must be in writing in any case.

Section 7 Implementation of the event

- (1) The organiser shall treat the event spaces and all other items made available to it for use with care and due diligence.
- (2) Only with the express prior written consent of RCE shall the following be permissible:
 - a) Installation and alteration of the event spaces – such as the installation of decoration material.
 - b) The use of the organiser's own electrical systems and equipment using the power grid of the event space.
 - c) The introduction of food or drink by the organiser or the supply by third parties at the behest of the organiser.
 - d) Publications of any kind in which reference is made to the venue must be sent to RCE in advance for information and approval.
 - e) The subletting of the event spaces or other property provided to the organiser by the organiser.
- (3) The organiser shall be obligated to ensure that the event runs in an orderly and safe manner. If such conditions are not met, RCE shall inform the organiser and request him to take immediate remedial action. RCE shall be entitled to take all necessary measures by way of substitute performance (and at the expense of the organiser) if the latter does not comply with the request, does not comply with it in good time or does not comply with it to an adequate extent; in the event of imminent danger, even without a prior request for remedial action.
- (4) With regard to the event space and other items provided to it for use, the organiser shall assume all duties of road safety, and shall indemnify RCE against all claims by third parties arising from a breach of the duty of road safety.
- (5) The organiser undertakes to take out organiser's liability insurance appropriate to the type and scope of the event. The organiser shall ensure that the required insurance premiums are paid on time and in full for the entire duration of the insurance contract. No later than 10 days prior to the start of the event, he/she must provide RCE with unsolicited proof that such insurance has been taken out, and that the insurance premium has been paid in full and on time by submitting a certificate from the insurer.
- (6) The organiser shall be solely responsible for the implementation, the safety of the event and for compliance with (and observance of) all existing statutory and official requirements, provisions and permits, in particular, the requirements of the Youth Protection Act (Jugendschutzgesetz), the Trade Regulations (Gewerbeordnung), the Occupational Health and Safety Act (Arbeitsschutzgesetz), the Working Hours Act (Arbeitszeitgesetz), the accident prevention requirements of the employers' liability insurance associations (Berufsgenossenschaften) and the Assembly Venue Ordinance of the Federal Republic of Germany (Versammlungsstättenverordnung) or of the respective Federal State, and shall do so at its own expense. For the event, the organiser shall fulfil all official and legally prescribed notification and reporting obligations, as well as obtain any necessary permits, unless otherwise stipulated in these event conditions or in the contract, at its own expense and risk and make them available in good time.
- (7) The organiser may not admit more than the maximum permitted number of visitors to the respective premises.
- (8) Should the organiser commission third parties (e.g. subcontractors / agencies) in connection with the implementation of the event and in accordance with the provisions of these GTC, or if the organiser permits third parties to prepare, implement or organise said event, the organiser shall be obliged to meet the liabilities of the third party that accrue to the third party vis-a-vis RCE upon RCE's first request. The organiser must accept the actions and declarations of the third party as his own.

Section 8 Use of cinema projectors, "Digital Cinema Package"

- (1) Insofar as the use of cinema projectors by the organiser is intended or agreed, the organiser shall be obliged to provide RCE with the image and sound material (e.g. in the form of a "Digital Cinema Package") for viewing at its own expense without being requested to do so within two weeks at the latest (immediately in the case of bookings made at too short notice).
- (2) If visual and audio material is to be shown as a Digital Cinema Package (hereinafter "DCP") as part of the event, the DCP must, in principle, be produced by the service provider named by RCE in each case (hereinafter "RCE – Service Provider"). If the DCP is produced by a third party, the organiser shall have the DCP checked and revised by the RCE service provider. Insofar as the organiser does not deliver visual and audio material to be shown as a DCP produced or checked and revised by the RCE service provider, RCE shall be entitled – without notice or setting a deadline – to arrange for the production or the checking and revision by the RCE service provider itself, and to claim a processing and handling fee of EUR 350.00 plus VAT from the organiser for this. RCE shall not be obligated to play back visual and audio material as a DCP that has not been produced or checked and revised by the RCE service provider.
- (3) The organiser warrants that the visual and audio material is free from viruses and other risks that may affect the cinema projectors. In the event of damage to the cinema projectors caused by the organiser's image and sound material, the organiser shall compensate RCE for all resulting damage. This also includes instances of damage attributable to outages vis-a-vis any third parties from whom RCE has rented the cinema projectors.

Section 9 Use of wireless LAN ("WLAN"), data protection

Insofar as the use of RCE's WLAN is intended or agreed by the organiser, the following shall apply:

- (1) Insofar as provision is made, use shall be in compliance (and in accordance) with the applicable laws, regulations and requirements, in particular the Telecommunications Act (TKG), the General Data Protection Act (GDPR), the Federal Data Protection Act (BDSG), and in compliance with official and/or court requirements. Use is only permitted to persons of legal age.
- (2) The organiser shall be responsible for ensuring that end devices with a WLAN-capable interface are ready for operation, and that a suitable operating system, web browser, up-to-date driver software for the WLAN hardware and a corresponding IP network protocol are installed.
- (3) The provision depends on the respective technical and operational possibilities. An uninterrupted, trouble-free provision at all times can neither be promised nor is it owed by RCE. RCE does not warrant or guarantee the availability or security of the Wi-Fi. RCE's liability for any damage is limited to cases of gross negligence and intent. This shall not apply to damage to life, body or health or to cases of breach of essential contractual obligations. When transmitting data via WLAN, there is a risk that data can be viewed by third parties. The organiser is responsible for the security of the data transmission, e.g. by using a secure VPN connection. Furthermore, the organiser shall ensure the protection of its own system by taking appropriate measures itself.
- (4) The access data may not be passed on to third parties. Furthermore, the organiser is not permitted to make the service available to third parties in return for payment or other benefits. When using internet services, the organiser must observe the general laws, in particular, criminal laws, competition regulations (UWG), etc., including any court or official orders based thereon, and must respect the rights of third parties, in particular, copyright, licensing or usage rights, etc. The organiser shall ensure, above all, that (i) content posted, accessed or otherwise made available or used by or through him does not infringe the rights of third parties and is not punishable under the letter of the law, immoral or otherwise unlawful; this includes, for example, information that is incitement to hatred within the meaning of Sections 130, 130a and 131 German Penal Code (StGB), incites / calls for criminal offences or otherwise glorifies / trivialises violence, or which is sexually offensive or pornographic within the meaning of Section 184 German Penal Code (StGB) or is likely to seriously endanger the morals of children or adolescents (ii) the provisions of the Interstate Treaty on the Protection of Minors in the Media (Jugendmedienstaatsvertrag) and the Protection of Minors Act (Jugendschutzgesetz) are observed; (iii) no copyrighted works are offered, accessed or otherwise exploited in file-sharing networks without permission.
- (5) RCE reserves the right to block Internet access services without notice and/or observance of a waiting period if the organiser (i) has triggered termination for good cause, (ii) breaches the obligations in Para. 4 and, if a warning is required in the individual case, does not immediately cease (or reverse) the conduct in breach of contract despite a warning (this applies, for example, in the case of suspected disproportionate uploads or downloads and/or unlawful use), or (iii) uses the services improperly to interfere with the security facilities of third parties. (this applies e.g. in case of suspicion of disproportionate uploads or downloads and/or unlawful use), or (iii) misuses the services to interfere with the security equipment of third parties.
- (6) The wireless data transmission between the hot spot and the user's WLAN-capable terminal device takes place without security encryption (e.g. WPA2). The organiser acknowledges that, due to the nature of the service in question, RCE cannot guarantee that the service is protected against unlawful access or use and that RCE, therefore, cannot exclude the possibility of third parties gaining access to the data transmitted between the organiser and the hot spot. For sensitive data, the use of appropriate security software (e.g. VPN software) is recommended.
- (7) When using the Internet access service, the following data is processed to establish and maintain the service
 - the MAC address of the access device used
 - the assigned connection number
 - the IP address via which the access device used is connected to the Internet

- Start and end of the respective connection (date and time), as well as the resulting duration of use
- the transmitted data volume incl. the average packet size
- technical features for connection establishment / disconnection
- Name of the area assigned to the input access point in use
- Hardware type and manufacturer of the access device
- Recognition data of the operating system used
- Recognition data of the browser used
- Language and time zone of the browser used

Insofar as RCE obtains the organiser's consent for processing operations involving personal data, this serves as the legal basis pursuant to Article 6 (1) lit. a) GDPR. When processing personal data that is necessary for the performance of a contract with the organiser, the contract is the legal basis pursuant to Article 6 (1) lit. b) GDPR.

The data provided by the organiser for the purpose of activating WLAN access shall only be collected for the purpose of establishing, structuring the content of or modifying the contractual service; the data shall only be used by RCE. RCE is entitled to use vicarious agents or assistants for processing, all of whom undertake to comply with the data protection provisions of the Federal Data Protection Act (BDSG). In particular, however, the data will not be passed on to other third parties. Anything else shall only apply if authorities legitimately request corresponding data or if RCE is otherwise obligated by law to hand over the data. The user himself/herself is entitled to request the data stored about him/her from the service provider at any time. Subsequent to the termination of the contractual relationship, the user's data may be stored and deleted in accordance with the regulations on data retention. By using the service, the organiser agrees that data may be recorded in a log file showing which user has used the RCE WLAN service and when. This data is kept in accordance with the legal requirements.

Section 10 Hospitality, obligation to inspect

(1) Unless otherwise agreed, catering shall be provided exclusively by RCE and by catering service providers commissioned by RCE. In the case of drinks dispensed by the bottle, the charge is based on the number of bottles opened, and it may occur that bottles are opened at RCE's discretion for operational reasons, which are then not consumed.

(2) The organiser is obliged, insofar as he is a merchant, to immediately check the statement of account. If the organiser fails to notify the organiser in due time, the settlement shall be deemed to have been approved with regard to the invoiced expenditure, unless it is a matter of a settlement defect which was not recognisable during the inspection. In order to preserve the rights of the organiser, it is sufficient to send the notification in good time. The above provision shall not apply in the event of fraudulent intent.

(3) Unless otherwise agreed in individual cases, the organiser is not entitled to serve its own food and drinks.

Section 11 Warranty and liability

(1) Unless expressly agreed otherwise, RCE shall not be liable for the suitability of the event space for the purposes pursued by the organiser.

(2) RCE shall only be liable for defects in the event space or other items provided to the organiser before the start of the event if RCE is responsible for these defects.

(3) RCE shall only be liable for damages if these are due to an intentional or grossly negligent breach of duty by RCE, a legal representative or vicarious agent of RCE. In the event of a simple (or slightly negligent) breach of material contractual obligations ("cardinal obligations"), the liability of RCE shall be limited to the amount of the typically foreseeable damage. An essential contractual obligation shall apply regarding those obligations, the fulfilment of which is a prerequisite for the proper performance of the contract, or on whose compliance the contractual partner has relied (or was entitled to rely). Liability for the simple or slightly negligent breach of other obligations is excluded. Furthermore, an exclusion of liability shall apply in the event that RCE is prevented from holding the event due to force majeure – such as, in particular, due to strikes or orders under public law – that make it impossible to hold the event, such as closure orders. These exclusions of liability do not apply to damages arising from injury to life, limb or health.

(4) The organiser is aware that RCE makes use of third parties (hereinafter: external service providers) with regard to the fulfilment of various services (e.g. catering, technology, decoration). For this purpose, RCE shall, in turn, commission external service providers after conclusion of the present contract. The organiser hereby declares its express consent to the performance of the duties assumed by RCE by external service providers. RCE shall be fully released from its performance obligations vis-a-vis the organiser by assigning its claims which RCE acquires from the commissioning of external service providers to the organiser today, in lieu of performance. The organiser hereby accepts said assignment. Accordingly, the organiser shall pursue any warranty claims directly vis-a-vis the respective external service provider exclusively on the basis of assigned rights. RCE shall support the organiser to the best of its ability in the event that warranty claims are asserted against the respective external service provider, and, in particular, shall provide the organiser with all relevant information, such as order letters etc., upon first request.

Section 12 Return of the surrendered items

(1) After the end of the event, the organiser shall return the event space and any other items provided to him for use to RCE.

(2) Prior to the return, the organiser shall, at its own expense,

- a) remedy any damage caused to the event space or other property in the course of the event,
- b) undo any installations or alterations made to the event space,
- c) remove items brought into the event space by him, clean the event space properly and dispose of all waste produced during the event properly and at the expense of the organiser.

Any deviating agreements must be made in text form.

Section 13 Assignment, subletting

(1) The organiser may not transfer the rights and obligations arising from the contract to third parties without the written consent of RCE. This does not apply to monetary claims.

(2) Subletting shall not be permitted.

Section 14 Offsetting and retention

(1) RCE shall be fully entitled to rights of set-off and retention, as well as the defence of non-performance of the contract.

(2) The organiser shall only have a right of set-off or retention in respect of counter-claims that have been legally established or are undisputed.

Section 15 Final provisions

(1) If the organiser is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, Düsseldorf is agreed as the place of performance for all claims arising from the contractual relationship.

(2) The contractual language is exclusively German.

(3) If the organiser is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, Düsseldorf shall be the exclusive place of jurisdiction – including for cheque and bill of exchange proceedings. The same place of jurisdiction shall apply if the organiser does not have a general place of jurisdiction in the Federal Republic of Germany at the time legal proceedings are instituted.

(4) This contract shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and private international law.