

General Terms and Conditions for Event Sponsoring

1. Preamble

- 1.1 The following General Terms and Conditions (“**T&Cs**”) apply to sponsors, partners, exhibitors, and other participants (“**Contracting Partners**”) with whom F.A.Z. BUSINESS MEDIA GmbH, represented by Managing Directors Dominik Heyer and Hannes Ludwig, Frankenallee 71-81, 60327 Frankfurt am Main, Germany (“**Event Organiser**”) concludes corresponding contracts (“**Sponsoring Contract**”) regarding involvement in an event (“**Sponsoring**”).
- 1.2 Once the Event Organiser receives the booking confirmation, the T&Cs shall become an integral component of the Sponsoring Contract and shall therefore apply to all legal transactions and acts similar to business transactions between the Event Organiser and the Contracting Partner in connection with the Sponsoring. Deviating Terms and Conditions of the Contracting Partner shall not apply. All commercial decisions lie with the Event Organiser.

2. Scope of service / Obligations to cooperate

- 2.1 The Event Organiser’s specific scope of service is derived from the Sponsoring Contract, taking the relevant event concept into account.
- 2.2 If materials are required from the Contracting Partner for the services to be rendered by the Event Organiser (e.g., company logos, etc.), the Contracting Partner shall provide these to the Event Organiser by the deadline requested by the Event Organiser. If the Contracting Partner does not comply with this, the Event Organiser will be released from its contractual obligation.
- 2.3 The Contracting Partner grants the Event Organiser simple, non-transferable usage rights to the materials it has provided for use within the context of the event.
- 2.4 The Contracting Partner is liable for ensuring that the materials it provides comply with applicable legal requirements and are unencumbered by third-party rights. The Contracting Partner shall ensure that it holds the required usage rights. The Contracting Partner shall indemnify the Event Organiser against all third-party claims which these third parties assert against the Event Organiser because of the materials provided by the Contracting Partner. The Event Organiser reserves the right to refuse to use the materials provided if their content violates laws or official regulations or if their publication is unacceptable to the Event Organiser, but the Event Organiser is not obliged to inspect their content.

3. Payment terms

- 3.1 The financing contribution is derived from the Sponsoring Contract. The prices stated in the Sponsoring Contract are always additionally subject to statutory value added tax.
- 3.2 The financing contribution for exhibitors will be invoiced four (4) weeks before the event. The financing contribution for other Contracting Partners will be invoiced in two equal instalments of fifty percent (50%) once the Sponsoring Contract has been signed, and 50 percent (50%) four (4) weeks before the event.

- 3.3 Volume-dependent or retrospectively booked additional services shall be invoiced immediately after the event.
- 3.4 The term of payment in each case is thirty (30) days without discount.
- 3.5 If the on-site event cannot take place, for example because of an epidemiological development, and it is therefore only implemented digitally, the financing contribution shall be reduced by 15%. There is no further entitlement to a price reduction.

4. Technical guidelines, exhibition terms and conditions

In the case of events which take place physically or as hybrid events, the technical guidelines of the event location as well as the special exhibition terms and conditions for the event shall apply. The Contracting Partner which is participating in the event as an exhibitor shall receive these from the Event Organiser on allocation of its stand together with the layout plan.

5. Exhibitor insurance

The Contracting Partner which is participating in the event as an exhibitor is obliged to have sufficient insurance cover in the context of its participation at the event (particularly liability insurance for the exhibition). On request, the Event Organiser must be provided with evidence to this effect.

6. Right of rescission on the part of the Contracting Partner

- 6.1 Free rescission of the Sponsoring Contract is possible up to fourteen (14) days after the Sponsoring Contract has been concluded by notice in writing to this effect.
- 6.2 In addition, the Contracting Partner is entitled to rescind the Sponsoring Contract if the Event Organiser persistently breaches its contractual obligations and has not eliminated this breach within a deadline to be stipulated in writing in each individual case, but which must comprise at least ten (10) working days. In this letter, the nature of the breach of obligations and the actions to be taken by the Event Organiser must be stated specifically and unambiguously.
In the event of such a rescission, the Contracting Partner will be released from all payment obligations with regard to the financing contribution. Any partial payments already made towards the financing contribution will be reimbursed in full.

7. Cancellation by the Contracting Partner

Notwithstanding any legal or contractual right of rescission, the Contracting Partner may furthermore cancel the Sponsoring up to six (6) months before the event on payment of a cancellation fee amounting to 50% of the financing contribution. In the event of a cancellation at a later juncture, the entire financing contribution will be due for payment.

8. Right of rescission on the part of the Event Organiser

- 8.1 The Event Organiser is entitled to rescind the Sponsoring Contract if the implementation of the event appears not to be commercially viable because the number of participants is too low or because of equally important reasons, or if the event is cancelled, for example because of an administrative order or recommendation, e.g., due to the risk of infection because of a pandemic. The same applies to a cancellation that was necessary because of other circumstances for which neither the Contracting Partner nor the Event Organiser are responsible. The rescission will be communicated immediately in writing to the Contracting Partner after the reasons become apparent. In the event of such a rescission, any financing contributions that were already paid will be fully reimbursed to the Contracting Partner. If the event has to be curtailed or cancelled after it has already begun, the financing contributions will be reimbursed proportionately. In each case, the remuneration amount will be reduced by any costs that had arisen that are directly attributable to the Contracting Partner.
- 8.2 In addition to this, the Event Organiser is entitled to rescind the Sponsoring Contract if the Contracting Partner persistently breaches its contractual obligations and has not eliminated this breach within a deadline to be stipulated in each individual case, but which must comprise at least ten (10) working days. In the event of such a rescission, the Event Organiser will be released from its contractual obligations. The Contracting Partner will only be released from its obligation to pay its financing contribution if the Event Organiser had yet not provided any services at the juncture of the rescission. If the Event Organiser had already provided services under the terms of the Sponsoring Contract at the juncture of the rescission, the financing contribution will remain due for payment proportionately.

9. Note on Video and audio recordings

- 9.1 During the event, photos may be taken and video and audio recordings may be made. The Contracting Partner expressly grants its consent that photos which are taken and video and audio recordings which are made during the event may be stored, used and published for documentation, advertising and publication purposes and to this end may also be distributed to third parties and used by these third parties, and to this extent the Contracting Partner grants the Event Organiser exclusive usage rights with no temporal or territorial restrictions for all types of use that are currently known and for those which become known in the future. The Contracting Partner shall also ensure that its representatives or employees who are taking part in the event grant their consent to the use of photos taken or recordings made of them during or in connection with the event to the corresponding extent.

10. Further agreements

- 10.1 The Event Organiser is entitled to change the location and time of the event up to twelve (12) weeks before the event and will contact the Contracting Partner in good time in this regard and come to an agreement with the Contracting Partner. The contractual provisions shall remain unaffected by this change unless the Contracting Partner demonstrates that the desired presentation effect will not be achievable or will not be achievable in its entirety because of the change to the location and/or time. If the Contracting Partner demonstrates this, it has the right to rescind the contract.

11. Liability on the part of the Event Organiser

- 11.1 Unless it is in breach of essential contractual obligations, the Event Organiser is only liable for damages which are caused through gross negligence or deliberately by the Event Organiser, its legal representatives or one of its vicarious agents. Liability for damages arising from death, personal injury or damage to health shall remain unaffected.
- 11.2 In the event of a breach of essential contractual obligations due to ordinary negligence, the Event Organiser shall only be liable up to the amount of the typically foreseeable damage. Essential contractual obligations are those whose fulfilment constitutes the Sponsoring Contract and on which the Contracting Partner may rely. The above limitation of liability applies to contractual as well as non-contractual claims.

12. Notification, confidentiality

- 12.1 The Event Organiser and the Contracting Partner will notify each other immediately about all circumstances that could be significant for implementing the Sponsoring. The Event Organiser and the Contracting Partner undertake to treat the content of this Sponsoring Contract, especially services required under this Contract, confidentially towards third parties. The disclosure of contractual agreements of any sort to third parties is only admissible with the prior express written consent of the other contracting partner to safeguard the interests warranting protection of one or both contracting partners or because of mandatory legal stipulations. This obligation shall also continue to apply after the termination of the Contract. No further claims on the part of the Contracting Partner shall apply in the aforementioned cases.

13. Place of jurisdiction

The place of jurisdiction for all disputes arising from or pertaining to these T&Cs and/or the contractual relationship in general is Frankfurt am Main.