



**Lollapalooza**  
BERLIN

New Date  
12+13 July 2025

presented by 

Olympiastadion  
& Olympiapark Berlin

## GENERAL CONDITIONS OF PARTICIPATION (GCP'S)

### Lollapalooza Berlin presented by Telekom 2025

NEIGHBOURHOOD HEROES: NON-PROFIT ASSOCIATIONS AND ORGANISATIONS (WITH AND WITHOUT SALES OPTION)

#### 1. ORGANISER

Event organised by:  
FRHUG Festival GmbH & Co. KG  
Pfuelstraße 5  
10997 Berlin

Hereafter referred to as "Organiser".

#### 2. SCOPE

The Organiser organises the Festival Lollapalooza Berlin presented by Telekom 2025 (hereinafter called the festival), to be held on 12th and 13th of July 2025 at Olympiastadion & Olympiapark Berlin. This event includes an area on the grounds known as The Green Neighbourhood ("Der Grüne Kiez"), where vendors with a focus on sustainable social issues can operate.

The following General Conditions for Participation (hereinafter referred to as GCPs) shall apply to the contractual relations between the Organiser and parties to the contract who participate in the festival and, as vendors, reserve areas for sales and additional services in the "Green Neighbourhood" (hereinafter referred to as "Exhibitor").

The following General Conditions for Participation shall become an integral part of contractual relations upon conclusion of each contract for an Exhibitor's participation in the festival. The Organiser's GCPs shall apply exclusively. Inclusion of the respective Exhibitor's own general terms and conditions is herewith rejected, unless otherwise agreed between the parties in writing.

#### 3. TREATMENT OF CONTRACT

The contract concerning participation in the festival and the use of stands between the Organiser and the Exhibitor is made by offer and acceptance.

Exhibitors can apply online by electronic transmission of the application form. Upon completion of the application process, the Organiser will select Exhibitors and send them a non-binding offer in the form of registration documents. Submission of the signed registration form from Exhibitor to Organiser constitutes a legally binding acceptance of the offer on the part of the Exhibitor. The Exhibitor is obliged to complete the information required in the registration form.

#### 4. GENERAL INFORMATION REGARDING FESTIVAL DATES, DELIVERY, PICK UP

Individual agreements made with the Exhibitor (including collateral agreements, amendments and changes) in each individual case shall in all cases take precedence over these GCPs. A written contract or written confirmation from the Organiser is the predominant basis for the content of such agreements. Legally relevant declarations and notifications directed toward the Organiser (e.g. protest against defects, notice of withdrawal or reduction, cancellation) made by the Exhibitor

after conclusion of the contract are effective only in writing. All prices are subject to change without notice and total price will include the lawfully required VAT.

#### FESTIVAL DATES

**Saturday, 12. July 2025**

Exhibitors: 11:00 am – 08:00pm, deviations possible.

Visitors: 11:00 am – 01:00 am (next day), deviations possible.

**Sunday, 13. July 2025**

Exhibitors: 11:00 am – 08:00pm, deviations possible.

Visitors: 11:00 am – 00:00, deviations possible.

#### SETUP

**Earliest on Wednesday, 09. July 2025**, for complex infrastructure and stand construction.

**Friday, 11. July 2025**, for decoration and simple stand construction.

Precise set up and breakdown times will be announced by the Organiser after registration. The Organiser is entitled to change the times as needed and shall notify the Exhibitor immediately.

#### DISMANTLING / BREAKDOWN

**Monday, 14th of July 2025**, starting immediately after the official end of the festival. Wooden rental cabins must be cleared and returned until Monday, 14th July at noon (12pm).

The Organiser accepts no liability for the loss of decoration articles or merchandise left at the stand after the event.

Stands with complex infrastructure must be broken down and cleared to the extent possible. Decoration and merchandise must be removed. Heavy loads can be collected the following day, provided they are clearly and visibly marked with the Exhibitor's own name. The Organiser accepts no liability for losses of decorative articles, merchandise or stand elements left on the premises after the event.

#### 5. APPLICATION PROCEDURE & BINDING REGISTRATION

##### APPLICATION (ONLINE)

Applications are open to vendors, start-ups, endeavours, institutions, initiatives, non-profit associations and organisations (with sales option) whose work makes a significant contribution to sustainable- or socially-oriented topics and objectives in our society. After reviewing the application, the Organiser will send a written commitment and the corresponding invitation, along with a request to fill out and return the binding, signed registration form. Completing and sending the online application form does not guarantee participation in the Green Neighbourhood. There is no legal entitlement to acceptance. The deadline for applications is **March 28th 2025**.

## BINDING REGISTRATION

Binding registration requires prior written approval from the Organiser for an exhibition space. Offers from the Organiser are subject to confirmation and are non-binding. The Exhibitor's written and signed registration form is considered a binding contract offer that the Organiser can accept in writing (by e-mail suffices). Registering and ordering the stand happens exclusively via the registration form published by the Organiser. The registration form must be completed in full and is obligatory. Upon signing, the Exhibitor acknowledges these GCPs as binding for themselves and their agents. Differing terms of the Exhibitor are not acknowledged and not contractual, even if the Organiser does not expressly contradict them. Conditions and reservations expressed by the Exhibitor in the registration form shall not be considered. No competition exclusion is granted. Placement requests, even if they are considered as much as possible, do not constitute a condition for participation. There is no legal entitlement to a desired placement. The Organiser will confirm receipt of registration within 7 days in writing; after confirmation of receipt, the Organiser has four weeks to review the registration. The Exhibitor is bound to the registration form until a written confirmation or cancellation has been made (§ 145 BGB). If the Exhibitor does not receive written notification from the Organiser of acceptance or rejection four weeks after confirmation of receipt, the Exhibitor may set a period of limitation of one week and withdraw their registration after this period has lapsed. The Organiser can extend the registration review period in special circumstances. In this case, the Exhibitor will be informed within the first four weeks after receipt of the registration form.

## 6. ACCEPTANCE, STAND CONFIRMATION

The Organiser decides on the Exhibitor's acceptance and exhibited content or merchandise at its own discretion. The registration form or, if applicable, the offer form including the description of the products to be exhibited are indispensable components of the registration and bind the Exhibitor with regard to his offer. The binding declaration describing characteristics of the products to be exhibited by the Exhibitor is a prerequisite for admission. The Organiser is entitled to exclude merchandise that was not described in writing beforehand from the event. The entire stand can be closed if the Exhibitor's stand contains largely unacceptable exhibited merchandise. The obligation to pay the invoice, if applicable, shall remain unaffected. There is no legal entitlement to admission. Approval or rejection of the application will be communicated by the Organiser in writing. Admission is not transferable. In keeping with the concept of the event, only products that are proven to be fair, ecologically produced, promote a sustainable lifestyle or otherwise have a sustainable character are accepted.

## 7. STAND AREA ASSIGNMENT

Stand area will be allocated by the Organiser, taking the concept and the available spaces or areas into account. Stand areas will be assigned up to 10 days before the event. Special requests from the Exhibitor will be considered where possible. The Organiser is entitled to change the assigned stand, stand size, stand dimensions and stand type if it considers it necessary for reasons of planning or availability, or due to limitations on the premises. In the case of such a measure, the Organiser shall immediately notify the Exhibitor thereof. There is no entitlement to consent. Changes to the stand type or stand size at the Exhibitor's expense will be compensated financially. Claims for damages are excluded. Swapping assigned stand space with another Exhibitor, as well as a partial or complete transfer of the space to third parties is not permitted without the consent of the Organiser. In addition, the Organiser reserves the right to move the location of the entrances and exits to the premises and, in special cases, use non-stationary spaces.

## 8. TERMS OF PAYMENT

The stand fee is due promptly, in full, within 7 days of receipt of the invoice. The same due date (7 days) applies to invoices for other services or deliveries. Complaints must be made in writing immediately after receipt of the invoice, later objections are excluded. If the invoice is issued to a third party on the instructions of the Exhibitor, the Exhibitor shall nevertheless be liable. All bank transfers must be made to the account specified on the invoice, with the Exhibitor's respective invoice number and customer number, to the benefit of FRHUG GmbH & Co. KG. Crossed cheques are not accepted. If the Exhibitor does not pay by payment deadlines, the Organiser may refuse the execution of the contract and withdraw the allocated space from the Exhibitor. The Exhibitor is liable for all damages caused to the Organiser, in particular for a possible loss of stand fees. The Organiser has the right to terminate the contract without notice if the Exhibitor is in default with payment and the bank has requested the opening of a settlement or bankruptcy proceedings.

## 9. GENERAL INFORMATION REGARDING STAND

The Exhibitor will hire an outdoor stand area with optional stand infrastructure from the Organiser at the Festival. Should the Exhibitor distribute goods, he shall do so at his own expense and risk within the event, taking into account the provisions in § 4 of the contract. If revenues are generated by the Exhibitor within the scope of this activity, they must be reported and taxed in full by the relevant financial authorities. Any Exhibitor selling merchandise must show the Organiser valid business registration documents, as well as proof of business liability insurance.

## SETUP AND BREAKDOWN

The exact dates for setting up and breaking down stands are sent to the Exhibitors along with the Green Neighbourhood handbook. Entering stands that are not the Exhibitor's own, outside the daily festival times and without permission of the stand holder, is not permitted. When setting up and breaking down stands, the Exhibitor must be mindful and considerate other exhibitors. In particular, other exhibitors must not be hindered or especially prevented from performing their activities. Decoration and stand set up must be finished no later than **Friday, 11th of July at 6:00 pm**. On the day of the event, the stand must be ready for

presentation no later than 30 minutes before the event begins. The stand, as well as the side- and walkways, must be cleared of any rubbish and packaging material by then. Possible damages and contaminations must be paid at the Exhibitor's expense. Early removal of exhibits and merchandise, as well as the dismantling of stands before the end of the event are not permitted. Violators will pay a penalty of at least € 500.00, unless the Organiser clears the event before the scheduled end. The Exhibitor shall vacate the exhibition and sales area completely during breakdown on Sunday, return the rented area and objects undamaged and free of defects, and restore them to their original condition. Wooden hats must be cleared and returned until **Monday, 14th July at noon (12pm)**. Damage must be properly rectified. Otherwise, the Organiser is entitled to have this work carried out at the Exhibitor's expense. Any further claims for damages shall remain unaffected.

## STAND DESIGN

The stand area must be properly and visually appropriately equipped and staffed for the entire duration of the festival (i.e. the opening hours). The Organiser recommends equipping stands with individual lighting for optimal visual impact. The stand space hired is a stand with a standardised infrastructure or a pure surface, depending on the option booked. The stand area must be properly set up and visually appealing, and staffed with qualified staff for the entire duration of the festival (i.e. the opening hours). The Organiser recommends equipping stands with individual lighting for optimal visual impact. Wallpapering, stickers and use of adjacent walls is prohibited. The design of the individual exhibition stands must be carried out in such a way that neighbouring exhibitors' stand areas are not in any way obstructed by the Exhibitor's goods, advertising space or the like. Anchoring into the ground or floor coverings placed on the grass are only permitted after written approval by the Organiser and only if the floor surface is carefully installed, taking appropriate measures to protect the grass. Damage, including irreparable damage to lawns and plants caused by the Exhibitor, must be compensated. Damage must be reported to the Organiser immediately after the damage has occurred. The general infrastructure of the Green Neighbourhood or festival grounds and other fixed and mobile installations must not be altered in any way (wallpapered or decorated with stickers, for example). Infringements will be invoiced to the Exhibitor as compensation for damages. A stand with a non-approved structure shall be changed or removed at the Organiser's request. Individual stands and structures exceeding a height of 2.50 m must be applied for with a building sketch and approved by the Organiser. Individual music and LED screens are not permitted at the stands without special permission from the Organiser. The Exhibitor is responsible for the decoration of his stand. Workshop utensils and tools must be brought by the Exhibitor. The stands may not be directly painted, wallpapered, glued or damaged during use. Posters and advertising materials should be hung in a way that protects surfaces and is residue-free.

## STAND PERSONNEL

The required staffing at each stand is the responsibility of the Exhibitor. Exhibitors should observe the principles of sound financial management and only use as much personnel as necessary for smooth operation. The Exhibitor is obliged to use exclusively personnel with the necessary qualities, personality traits, and abilities. The Exhibitor also declares that the staff, if they are his employees, are handled properly in accordance with the legal requirements for social insurance and income tax. If the staff employed are independent subcontractors of the Exhibitor, the Exhibitor must ensure that they fulfil the criteria for self-employment. To do so, he must obtain the appropriate declarations and proofs from the employees in advance. The Exhibitor also guarantees that his employees are remunerated in accordance with the criteria of existing German minimum wage legislation (MiLoG). The Exhibitor must supervise the presentation and sales personnel employed by him and, if selling goods, ensure compliance with the corresponding statutory provisions for the sale of the merchandised offered (German law for the protection of youth and children, for example) and instruct personnel accordingly. Compliance with the relevant statutory requirements within the framework of the presentation or the sale of merchandise and/or the training personnel to comply is the sole responsibility of the Exhibitor. At the first request, the Exhibitor shall indemnify the Organiser from claims of third parties and possible legal costs incurred by his staff or by the Exhibitor himself. Moreover, the Exhibitor shall indemnify the Organiser with respect to any and all demands from tax authorities and social security funds related to staff employed by the Exhibitor (determination of an obligation to make social insurance contributions for staff employed by the Exhibitor, for example).

## 10. CASHLESS, SALES RULES

The offer is exclusively for non-food stands. Exhibitors in the "non-profit organisation WITHOUT sales option" category are not authorised to sell goods. Only Exhibitors in the "non-profit organisation WITH sales option" category are allowed to sell goods, merchandise items or services in the Green Neighbourhood. Furthermore, no money donations (cash or similar payment) can be collected during the entire event. The sale of food or beverages for immediate consumption on the spot (gastronomy) is not permitted. Packaged food that is not classified as being for immediate consumption on the spot can

be permitted after prior agreement and checking. Also not permitted are age-limited drink and tobacco including cigarettes, alcohol, etc., or other products associated with the consumption of age-restricted drink and tobacco (e.g., pipes, e-cigarettes, etc.). All goods for sale are to be marked with clearly legible prices.

#### **CASHLESS**

Should the Exhibitor conduct sales at his stand during the festival, they will be handled by a cashless payment system from Playpass (hereinafter referred to as „PP“), the Organiser's festival-sponsored service provider. The Exhibitor leaves this cashless payment system to PP. This means that all payment transactions between end users and the Exhibitor are handled by PP. PP uses an RFID system for payment processing at all stands. PP will charge an amount of 150€ (plus VAT) for that service. The Exhibitor is obliged to use this exclusively to process sale transactions (cashless payment) on site and to allow the necessary technical systems to be installed by GB-commissioned companies. Exhibitors who accept unauthorised means of payment (cash) will immediately be asked to leave, and € 5,000 will be forfeited as compensation for damages. The Exhibitor will enter his desired articles, prices and master data into an Excel spreadsheet in advance, so that he can use the cash desk configured for him on site. The final invoice will be issued by Gastrobüro, a service provider commissioned by the organizer, within one day of the end of the event based on the delivery notes or the extract from the merchandise management system, respectively. A final invoice is to be rendered by PP on the spot and PP will pay the Exhibitor 80% of his income from the sale within the first four (4) weeks after the event and a further 20% in the fifth (5) week after the event. It is agreed that, for the sake of speeding up objections to the final invoice, objections from both sides can only be considered valid within 5 weeks after the end of the event. If objections are not raised within the time limit, the final invoice shall be deemed approved. Sales commission for sale proceeds in the Green Neighbourhood is waived. Should the cashless system not be used at the festival for any reason, the Exhibitor will be informed about the alternative payment options and should, if necessary, keep his own invoices / receipts on hand to give to his end customers at the event.

#### **11. TASTINGS AND GIVE-AWAYS**

The free distribution of samples or give-aways to exhibition participants and visitors is permitted only with prior written consent of the Organiser as well as permission from the public health authorities. Procurement and adherence to business- and health-related permits are the Exhibitor's responsibility.

#### **12. SHARED STANDS, CO-EXHIBITORS, SUBLETTING**

Shared stands and co-exhibitors are allowed only with prior notification and approval by the Organiser. This requires the use of the stand by another enterprise with its own staff and own services or products and a complete written application. If one or more co-exhibitors are approved, the main Exhibitor is the binding contact person for the booked stand space. Subleases and subletting are not allowed.

#### **13. MEDIA PRESENCE, ADVERTISEMENT**

Stand fees include the Exhibitor's general integration into the information channels for the Green Neighbourhood and Lollapalooza Berlin presented by Telekom. The Exhibitor will also receive an entry in the exhibitor list with a short exhibitor profile, logo and web address in the Green Neighbourhood rubric of the official Lollapalooza Berlin presented by Telekom website. The Exhibitor provides the Organiser with a short press release and his company logo for this purpose. Further press and the media contacts will be communicated in writing or verbally in advance and will be done with mutual consent.

#### **14. ACCREDITATIONS, WRISTBAND DISTRIBUTION**

##### **ACCREDITATION**

Festival wristbands, and thus access to the festival grounds, will be given to all persons accredited in advance with his/her full name. Names and corresponding info for the entire stand staff must be communicated to the Organiser up to 14 days before the event. Changes are acceptable in special cases of hardship and are only permitted with the Organiser's consent. Each Exhibitor receives 3 accreditations per day, free of charge.

##### **WRISTBAND DISTRIBUTIONS**

Wristbands will be distributed at the festival grounds upon presentation of a valid personal identity card or passport. The festival wristbands are to be worn throughout the festival on the wrist and must not be taken off during the entire weekend. There is no liability for cut, torn, generally damaged or lost festival wristbands. There is no claim for replacement in this case. On the day of the event, admission is only possible with the appropriate festival wristband. The festival wristband for the Green Neighbourhood is exclusively for the Exhibitor and his representatives. A transfer to third parties is not permissible. In the case of misuse, the festival wristband will be taken away without compensation and the person will be expelled from the festival grounds. Access to the festival grounds in the set-up and breakdown phase is only possible with Set-up passes. Set-up passes for additional set-up personnel, as well as passenger car permits for access to the grounds during set-up and breakdown can be ordered in advance, free of charge. Passes can be picked up on site at the accreditation counter once credentials have been shown.

#### **15. ADVERTISING ON FESTIVAL GROUNDS**

Advertising of any kind is permitted only within the stand hired for the Exhibitor's own enterprise, and only for products manufactured or distributed by the Exhibitor, provided they are registered and approved. Exhibitors should also always be considerate of neighbouring exhibitors, who are not to be hindered or harassed as they carry out their business activities. The same applies to devices and equipment used to enhance advertising, whether optically or acoustically. All advertising measures must neither be contrary to statutory provisions, nor be contrary to good morals or have a philosophical or political character. All third-party applications must be approved by the Organiser. The Organiser shall be entitled to remove advertisements or structures at the Exhibitor's expense after warning of unauthorised advertising or structures. Advertisements and give-aways must comply with the content and the admission criteria of the respective event. Mass flyers are strictly prohibited at the stand and on the entire festival grounds. All unauthorised disbursements that contaminate the festival site will be invoiced to the Exhibitor at a later date in order to cover the resulting cleaning cost

#### **16. PRESS, IMAGES, COPYRIGHT, PHOTOGRAPHY, VIDEO DOCUMENTATION**

The Organiser is entitled to have photographs, drawings and film recordings made of the exhibition happenings, the exhibition buildings and stands as well as the exhibited objects and to use them for advertising or press releases. The Exhibitor grants the Organiser full rights of use with his registration. This also applies to recordings made directly by members of the press with the Exhibitor's consent. The Exhibitor is responsible for the protection of copyrights and other industrial property rights. A claim by a third party for infringement of industrial property rights against the Organiser is excluded. The Exhibitor shall indemnify the Organiser from such claims in full. The Exhibitor is allowed to take photographs of his own stand for documentation purposes. In this case, only small-format cameras, simple SLR cameras and mobile phones with camera function are permitted. Recordings of any type of the festival stage or artistic performances, installations and buildings on the festival grounds are forbidden without explicit permission by the Organiser / artists. Documentation with professional equipment and camera teams must be approved in advance by the Organiser in writing and accredited accordingly.

#### **17. TECHNICAL CONNECTIONS & SERVICES**

The Organiser ensures general lighting of the Green Neighbourhood. The Organiser will also provide electricity access at the stand upon request, with an accompanying charge. In this case, the Exhibitor has to provide information about the required connection values with their registration; the costs for installation and electricity consumed are calculated separately if they exceed the standard offer. Sufficient power and extension cables must be brought by the individual Exhibitors themselves, along with individual light sources (lamps). Water connections are not provided. The Organiser shall not be liable for any damage or loss resulting from interruptions or fluctuations in the performance of power connections. All installations up to the stand may only be carried out by specialised companies authorised by the Organiser. Third-party installations from other companies not hired by the Organiser are not permitted. The Organiser is entitled to inspect the installations but is not obliged to do so. The Exhibitor is liable for damages caused by installations on the stand. Individual music and LED screens are not permitted at the stands without additional, special permission from the Organiser. The Exhibitor is responsible for the operational safety of the equipment he uses. All connections, machines, equipment, etc. introduced by the Exhibitor must comply with the relevant regulations, in particular the DIN standards and VDI-VDE guidelines. The Exhibitor must also always observe the relevant legal regulations and administrative regulations concerning technical guidelines. This also applies in particular to building regulations and the like. The Exhibitor is responsible for obtaining any necessary permits. Connections, machines and devices that are not approved, do not meet the relevant regulations, or whose energy consumption is higher than reported can be removed at the Exhibitor's expense. For safety reasons, Exhibitors are prohibited from using the electrical connections of other Exhibitors. The Exhibitor is liable for all damages caused by the uncontrolled removal of electricity. All current collectors must be disconnected from the power supply at night.

#### **18. CLEANING & RUBBISH DEPOSIT**

All Exhibitors are obliged to provide visitors with clearly visible rubbish containers at the booked stand area or in areas allocated by the Organiser. Waste containers must not be placed in walkways or escape routes, nor can they obstruct or bother other Exhibitors. Resulting rubbish must be regularly, properly disposed of by the Exhibitor. The Organiser ensures the general basic cleaning of the event area. Cleaning of the stand is the responsibility of the Exhibitor and must be completed every day before the start of the event. Packaging materials and other waste from the Exhibitor shall be removed by the Exhibitor and disposed of properly. The Organiser provides suitable refExhibitors are responsible for the proper separation of waste and transfer into the container provided. Access to the containers is possible at the end of the event. Storage of materials and waste outside the defined stand area is not permitted. If waste is still present at the stand area after the end of the

breakdown period, then the Organiser will arrange for proper disposal at the Exhibitor's expense.

#### **RUBBISH DEPOSIT**

Prior to the festival, the Exhibitor will be charged a rubbish deposit of € 75 in cash, which will be refunded in full upon leaving the stand in good order and condition at the day of departure. All rental items as well as the stand area must be returned complete and free of any residues. If this is not the case, the Organiser reserves the right to withhold the deposit in order to cover the additional costs incurred. If the amount of the deposit exceeds additional costs, then the Organiser will charge this difference and invoice the Exhibitor accordingly.

#### **19. SAFETY, EXCLUSION OF LIABILITY, DOMICILIARY RIGHTS, INSURANCE**

The Exhibitor is obliged to comply with the provisions of business, commercial, hygienic and safety regulations as well as fire protection and accident prevention regulations. Smoking and grilling at the stands is strictly forbidden, without exception. Constant access to installation and fire protection equipment must be ensured. The festival grounds must be entered exclusively through the entrances and departures designated by the Organiser. Escape routes must not be blocked with objects. Emergency and side exits are to be kept closed at all times. The Organiser assumes responsibility for the overall general order and security of the festival grounds during the event. This does not indirectly result in an additional liability of the Organiser or a waiver of disclaimers. The Organiser or provider hired by the Organiser is entitled to carry out inspections of the stands in the interest of order and safety. The Organiser is not liable for damages or the loss of exhibition goods or equipment, for damages from fire, burglary, water or force majeure. The Exhibitor is obliged to insure risks at his own expense. The Organiser must be notified immediately in the event of damage. In the case of criminal offenses, a police report is also required. Animals (e.g., dogs, cats) are not allowed.

#### **20. FIRE PROTECTION**

All parts of the stand and stand construction parts added by the Exhibitor may not be flammable or must be made of flame-retardant material (DIN 4102 - building material class B1). Proof and documentation must be on hand without exception during the festival, and presented upon request.

#### **21. WITHDRAWAL, TERMINATION, CANCELLATION**

In order to ensure a functioning sequence of events, the Exhibitor guarantees the Organiser his appearance at the event. If the Exhibitor or its employees fail to comply with the terms of the agreement without prior written request for rescission, a contractual penalty of € 1,000.00 plus VAT will be due for each rented stand that is not operated by the Exhibitor. Notwithstanding the foregoing provisions on contractual penalties, the right to damages shall remain unaffected. Request for withdrawal must in any case be made in writing. It shall only be legally binding if the Organiser also gives its consent in writing. In the case of services or offers booked at an additional charge, the Exhibitor is obliged to cancel in writing, and pay a cancellation fee of 15% of the total amount contained in the application. Cancellation after admission is at the discretion of the Organiser. If the Exhibitor is granted permission to cancel after they have been accepted, then the Exhibitor must pay 50% of the total amount specified in the registration form if cancelling up to 12 weeks before the event, 75% if cancelling up to 8 weeks before, and 100% of the total amount for cancelling after these 8 weeks.

#### **22. CAVEAT, FORCE MAJEUR**

If the Organiser is unable to hold the event, can only hold it in part or only at another time due to force majeure or for reasons beyond its control, it must inform the Exhibitor immediately. The Exhibitor shall not be entitled to compensation for damages or to repayment of any amounts already paid. Should the Organiser be able to hold the event at a later date, he must notify the Exhibitor directly. In this case, the Exhibitor is obliged to attend and pay all invoices on the basis of the existing contract. If the Organiser has to shorten or cancel a commenced event due to the occurrence of force majeure, the Exhibitor shall not be entitled to repayment or waiving of the stand fee.

If the Green Neighbourhood cannot take place, then the Organiser is entitled to withhold up to 25% of the stand hire fee as a processing fee, unless the Exhibitor can prove that a significantly smaller expenditure was involved.

#### **23. AUTHORITY OVER PREMISES**

The Organiser holds authority over the entire premises during the periods of set-up, breakdown and execution of the event. The Organiser, its representatives and the staff of the respective venue are entitled to issue instructions. The instructions of the festival's production management team, the police, the fire brigade as well as the regulatory authorities must be followed in every case. Animals are prohibited on the entire premises.

#### **24. DATA PROTECTION NOTICE**

The Exhibitor agrees to the fact that personal data are stored by the Organiser to enable automatic processing for the purpose of providing assistance to prospective customers and customers, as well as by virtue of this contractual relationship, and are forwarded to third parties for the purpose of handling the offered services and for the execution of the contract.

#### **25. PLACE OF JURISDICTION, LIMITATION PERIOD, VERBAL AGREEMENTS, OTHER**

The place of fulfilment for all contractual obligations and exclusive jurisdiction for all disputes arising from this contract is Berlin. Only German law applies. All changes must be made in writing. Should parts of the contract be invalid, the validity of the other contractual parts shall remain unaffected. In this case, the ineffective provisions are replaced by regulations or gaps filled by such regulations, which would have been agreed upon according to the meaning and purpose of the conditions of participation, if the matter had been considered from the outset. A provision shall, in other words, come into force that is as close as possible to the intended purpose and is legally permissible. All changes or additions to this contract require their written form to be effective. All claims of the Exhibitor against the Organiser, irrespective of the legal basis, which are not made in writing and in detail at the latest two weeks after the conclusion of the exhibition, are forfeited. By signing the application, the Exhibitor and his representatives submit to the general terms and conditions and the Conditions of Participation for the relevant event, official regulations, as well as the respective house rules and venue regulations.