

TECHNICAL REGULATIONS FOR ACCOMPANYING EXHIBITIONS

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Techn. Regulations for Accompanying Exhibitions



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Preambel / Scope of application

These Technical Regulations for Associated Exhibitions apply to congresses, conferences and other events at the International Congress Center Munich, at which exhibition stands are to be set up as accompaniment to the main event. If the contracting party is itself the organizer, the provisions set out in the Technical Regulations for Accompanying Events referring to the organizer then apply to the contracting party. If the contracting party is not the organizer, it is to ensure that the provisions set out in the Technical Regulations for Accompanying Events referring to the organizer are complied with by the organizer. The organizer is obliged to commit its exhibitors to compliance with the Technical Regulations for Accompanying Events and to ensure that its exhibitors comply with the Technical Regulations for Accompanying Events. Compliance with these regulations is monitored by ICM's staff, the organizer and third parties appointed for this purpose. The operation of an exhibition stand may be prohibited in full or in part in the interests of all participants if such safety defects as are detected are not rectified with effect of the commencement of the event.

- 1. Vehicle access of site: The provisions of the German Road Traffic Act apply appropriately to the entire premises and grounds of the New Munich Trade Fair Center. All vehicles must comply with the speed limits shown on the signs on the grounds. Access by vehicles of any kind is subject to the driver's own risk. ICM and the public order service staff appointed by it have the right to inspect the loading areas of motor vehicles and containers transported by persons when accessing and exiting the site. Depending on the progress of set-up and dismantling operations due to events taking place simultaneously, the grounds may be closed temporarily for motor vehicle traffic.
- 2. Fire service movement zones, stopping and parking bans: Access to the event hall and to the entrances and exits must be kept clear and may not be obstructed by stand set-up materials, means of transport, vehicles, construction elements or other objects. Illegally parked vehicles and trailers will be removed at the owner's expense (even if no prior notification has been given).
- 3. Fork-lift trucks and pallet trucks: The organizer and companies appointed by it are not allowed to access the foyer, room and hall areas with motorized aids such as fork-lift trucks. The transportation of loads by the organizer using manual aids (e.g. pallet trucks) is possible. Prior to the conveyance of loads, the organizer and companies appointed by it are to inform themselves of the nature of the floor and the maximum permissible load-bearing capacity thereof. Forwarding agents contractually associated with ICM only may be appointed to provide forwarding services of any kind within the International Congress Center Munich and the grounds of the New Munich Trade Fair Center. The storage of empty packaging of any kind on stands is prohibited.
- 4. Set-up and dismantling work: All set-up and dismantling work must be conducted in compliance with the statutory regulations applying to work safety, trade legislation and places of assembly at the given time. The exhibitor and the service companies appointed by it are responsible for compliance with these regulations. The exhibitor and the service companies appointed by it are to ensure that no mutual endangering of other exhibitors and their service companies occurs by way of their set-up and dismantling work. Insofar as this is necessary, they are to appoint a coordinator who is to ensure that the various work activities are mutually coordinated. Any violation of the statutory regulations may result in the discontinuation of the work being ordered by the organizer, ICM or the relevant authorities. The exhibitor is not entitled to designate ICM as the consignee of goods consignments (exhibition goods, stand construction materials, information material and the like) or other consignments that are not intended for ICM but instead for the exhibitor or third parties. ICM is entitled but not obliged at the expense and risk of the exhibitor and upon the reimbursement of all costs to accept and store such consignments or to appoint the forwarding agent contractually associated with ICM to store such consignments with particular regard to exhibition goods and packaging. No claims may be asserted vis-à-vis ICM on the grounds that it ac-

cepts such consignments without checking their due and complete nature, that it does not check freight or forwarding agent invoices or that the goods are not duly stored or kept.

- **5. Use of elevators:** Goods elevators are as a general rule to be used for transporting goods. Elevators for persons may not be used for transporting goods without ICM's prior approval.
- **6.** Exits, hall aisles, hallways, emergency exits, escape hatches: These escape routes are to be kept clear at all times. The doors along rescue routes must be capable of being opened easily to their full extent from the inside. Rescue routes, exit doors, escape hatches and any signs indicating their position may not be obstructed, covered or made unrecognizable in any other way. Hallways may at no time be obstructed by objects left in the way or protruding. All hallways serve as rescue routes in emergencies.
- 7. Safety facilities: Fire alarms, hydrants, fire-extinguishing equipment and connections, smoke flaps, smoke extractor release valves, smoke detectors, heating and ventilation system air supply and exhaust vents as well as the signs indicating their position and the green emergency exit signs must be accessible and visible at all times; they may not be obstructed, covered or made unrecognizable in any other way.
- **8. Stand area:** The stand area indicated in the stand confirmation is to be appropriately marked by the organizer at the exhibitor's request. The stands are to be set up on this floor space. The exhibitor must be prepared to accept minor deviations in the stand dimensions. The reasons for them include the variation in wall thickness of the partition walls. Pillars, wall projections, partition walls, distribution boxes, fire-extinguishing equipment and other technical facilities are constituent parts of the stand area allocated. The actual plan on site therefore applies in terms of place, location and dimensions as well as in respect of any fittings on the rental space.
- 9. Stand safety: Exhibition stands including furnishings, exhibits and advertising media must be securely erected such that they do not constitute a risk to life and health as well as to public safety and order. The exhibitor is responsible for the structural safety of the stand and may be required to provide proof of same. Please consult the Bavarian Directive on the Construction and Operation of Places of Assembly (VStättV) for further details concerning stand safety requirements.
- 10. Exhibitions stands and special structures subject to approval: Multi-storey exhibition stands, mobile stands, covered stands, special structures and/or constructions may not be erected without ICM's prior consent. Approval applications are to be submitted to ICM in writing in good time. A test log or certified static load analysis for the stand, structure or construction is to be submitted together with the application. If ICM grants its approval, the special fire safety requirements set out by Messe München in its Technical Guidelines must be complied with. The contracting party can be sent Messe München's Technical Guidelines insofar as they are not attached to the contract as an appendix; these regulations can also be downloaded if required.
- 11. Vehicles and containers: Vehicles and containers in the halls are always subject to mandatory approval. The set-up and/or use of fuel-driven vehicles is to be notified in good time and all the relevant approvals are to be obtained. To minimize the risk of fire as far as possible, the amount of fuel kept in the tank must be limited to the amount necessary.
- 12. Stand construction materials: The use of such materials for stand construction purposes as are easily flammable or melt, drip or give off toxic gases when exposed to heat is prohibited. Special requirements may be imposed on load-bearing construction elements in individual cases for reasons of safety. Stand construction materials must comply with DIN 4102 to at least B1, i.e. extremely fire retardant or with EN 13501-1 to at least class C-s1 d0.
- **13. Decoration materials:** Decoration materials must comply with DIN 4102 to at least B1, i.e. extremely fire retardant or with EN 13501-1 to at least



class C-s1 d0. ICM can approve the retrospective fire retardance of decoration materials only if this occurs in coordination with Munich Fire Department and using an appropriate, approved flameproofing agent in accordance with the instructions for use. ICM's consent to this can be made subject above all to the risk of fire to be taken into account.

- **14.** Use of balloons and flying objects: The use of balloons filled with safety gas and other flying objects in halls, foyers and the outdoor exhibition area is subject to ICM's written approval prior to the event.
- 15. Trees and plants: Decorations made of natural plants may only be used in rooms as long as they are fresh. Bamboo, reed, hay, straw, bark mulch, peat, (fir) trees without roots and similar materials do not meet the above-mentioned requirements. ICM decides on any exceptions to this ruling.
- 16. Carpeting, floor coverings: Carpeting and other floor coverings are to be fitted such that no risk of slipping, stumbling or falling for persons exists. Carpeting and other floor coverings are to be laid such that accidents are reliably prevented. Only adhesive tape may be used for fitting purposes; this must be capable of being removed without leaving any residue on the floor. The use of self-adhesive carpet tiles is not allowed. All materials used must be removed in full without leaving residue on the floor. The same applies to substances such as oil, grease, paint, etc. The hall floors may not be painted.
- 17. Wall and floor protection: No anchorages and other mountings may be fitted to the floor. No objects that are moist or leak may be set up. Any leakage of moisture is to be eliminated immediately. Any refrigerators and mobile counters/bars are to be equipped with a watertight moisture collection device. Conveyance vehicles used inside the building are to be equipped with plastic or rubber wheels. Rubber marks on the floor due to braking are to be avoided or, if necessary, removed. Any furnishings brought into the venue are to be fitted with protective felt pads or similar materials. Walls, columns, mirrors and other fittings may not be used for leaning objects against. As a general rule, no items may be pasted, glued or stuck on to walls, columns and mirrors.
- **18. Glass:** Safety glass only may be used for constructions made of glass. The edges of glass panes are to be processed or protected such that any risk of injury is ruled out. Building components made entirely of glass are to be marked accordingly at eye level.
- 19. Exits on enclosed stands: Stands with a floor area exceeding 100 \mbox{m}^2 or with a confusingly complex design must have at least two separate exits/escape routes/rescue routes at opposite ends of the stand. The walking distance in a direct line from any point on an exhibition area to an aisle located outside the stand may not exceed 20 m.
- **20.** Raised surrounds/Protection around platforms: Generally accessible areas that are immediately adjacent to areas lying lower (>20cm) are to be protected with raised surrounds insofar as a risk of falling for persons exists.
- 21. Nails, hooks, holes: No bolts and anchorages may be mounted or holes made in hall floors, hall walls and hall ceilings.
- 22. Floor load-bearing capacities: The load-bearing capacities of the floor and ground in both the indoor and outdoor exhibition areas must be taken into account when planning stands and inquired after on site prior to commencing set-up work.
- 23. Suspensions/Suspended loads: Suspensions from the ceilings and supporting structures may be installed for safety reasons by ICM-accredited service partners only. The exhibitor is to register and coordinate any suspensions required with the organizer prior to the event. Suspensions are to be installed in accordance with generally accepted technical rules and standards. The permissible loading limits stipulated require

compliance. If in doubt, an independent static load analysis will be commissioned for the suspensions concerned at the organizer's expense.

- 24. Electrical connections, gas and water connections, compressed air, stand installation: Connections linking into existing supply networks may be installed for safety reasons by ICM or ICM-accredited service partners only. This also applies to all connections to be set up to any supply networks (e.g. electricity, water, telecommunications and - if available - gas and compressed air) of the International Congress Center Munich. If electrical installation work is to be conducted on the stand by service companies appointed by the exhibitor or by the exhibitor itself, the persons carrying out the work must be qualified electricians. The provisions set out under § 3 of the Accident Prevention Regulations "Electric Installations and Equipment" (UVV BGV A3) require compliance. Electric (switching) systems may not be accessible to visitors, must be set up in accordance with DIN VDE 0100-711 and checked by the exhibitor for its compliance with DIN VDE 0100-610 prior to operation. In case of doubt, an independent electrical engineer will be appointed to conduct an electrotechnical check at the exhibitor's expense. The use of generators on stands is subject to ICM's prior written consent. The exhibitor is not entitled to source electricity, water, telecommunication services, gas or compressed air for its stand from persons who have not been authorized to do so by ICM. The exhibitor is above all prohibited from sourcing electricity, water, telecommunication services, gas or compressed air from neighboring stands. The exhibitor is moreover prohibited in the International Congress Center Munich from supplying third parties apart from co-exhibitors on its stand with electricity, water, telecommunication services, gas or compressed air. The exhibitor is above all prohibited from supplying electricity, water, telecommunication services, gas or compressed air to neighboring stands.
- 25. Containers for refuse, recyclable and residual waste: No containers for recyclable and residual waste made of flammable materials may be located on the stands. Containers for recyclable and residual waste on the stands are emptied by ICM regularly, at least every evening after the event. Any large quantities of combustible waste that may accumulate should be reported to ICM.
- **26. Empty items, packaging:** The storage of empty items, packaging and packing materials of whatever type on the stand and outside the stand is prohibited. Any empty items, packaging and packing materials are to be removed immediately.
- **27. Ban on smoking:** In Bavaria, the Bavarian Health Safety Act is in force. It is the duty of the organizer to find out whether and to what extent the non-smoker protection regulations set out in the Health Safety Act apply to the event in the International Congress Center Munich or on the grounds of the New Munich Trade Fair Center.
- 28. Naked flames, flammable liquids, gases, pyrotechnics: The use of naked flames, flammable liquids, gases, pyrotechnical objects, explosive and other easily ignitable materials is prohibited. The ban does not apply insofar as the use of such items is justified by the nature of the event and the organizer has coordinated the necessary fire safety measures with ICM and Munich Fire Department in the individual case concerned. The use of pyrotechnical objects is subject to the approval of the relevant authorities and must be supervised by a person qualified to do so in accordance with explosives legislation. Proof of ownership of the relevant permit, the certificate of competence, the insurance certificate (pyrotechnical liability coverage) and regulatory approval must be provided. The cost incurred for regulatory approvals and for the securing of the event for the use of pyrotechnical objects is payable by the organizer.
- 29. Candles, kitchen facilities and devices for keeping food hot: The use of candles and similar sources of light as table decorations and the use of naked flames in kitchen facilities intended for this purpose for preparing food are subject to the prior consent of ICM ("safely contained candlelight"). All heat-producing and heat-generating electric appliances are to be mounted on a non-flammable, heat-resistant and asbestos-free base by way of enhanced protection. A sufficiently large distance to flammable materials, fire



alarm units and sprinkler units is to be assured in accordance with the level of heat generated.

- **30.** Laser systems: The operation of laser systems is subject to mandatory notification and must be registered with ICM. Laser systems must comply with the requirements set out in EN 60825-1 "Safety of laser facilities". Class 3b and 4 laser systems are to be registered with the relevant authority (Work Safety Department) prior to initial operation and tested by a publicly appointed and accredited expert for their technical safety. The test certificate is to be presented to ICM prior to the event. The written appointment of a laser protection officer present on site is to be attached to the notification.
- **31. Smoke machines**: ICM's approval is required for the use of smoke machines in order to avoid the accidental triggering of the fire alarm system.
- **32. Promotional materials/Advertising:** Unauthorized advertising campaigns outside the exhibitor's own stand (e.g. distribution of brochures, affixing of advertising signs) are subject to the organizer's approval.
- **33.** Acoustic and visual presentations: The operation of acoustic systems and audiovisual presentations of any kind by the exhibitor are subject to the organizer's approval, applications for which must be submitted in writing.
- **34. Musical reproduction (GEMA):** For all types of musical reproduction, permission is required from the German Performing Rights Society (GEMA) in accordance with the statutory provisions of the Copyright Act. Any non-approved musical reproduction may result in compensation claims being asserted by GEMA.
- **35. Spray guns, nitro-cellulose paints:** The use of spray guns and nitro-cellulose paints is prohibited.
- 36. Work involving abrasive cutting and heat: All types of welding, cutting, soldering, melting and abrasive cutting work are prohibited in the International Congress Center Munich and on the grounds of the New Munich Trade Fair Center. Exceptions to this ruling are subject to prior written registration and coordination with ICM (permit for work involving heat).
- 37. CE marking of products, other provisions applying to exhibits: Such products as do not have a CE conformity certificate and do not meet the requirements set out under § 4 section 1 or 2 of the Technical Equipment and Consumer Products Act (GPSG) may only be exhibited if a sign is displayed clearly indicating that they do not meet these requirements and may only be acquired within the European Union when they have the corresponding conformity certificate. Any demonstration of products is subject to the implementation of all necessary safety precautions in respect of persons. Products manufactured by way of exploitative child labor as defined under the provisions set out in ILO Convention 182 may not be exhibited.
- **38.** Modification of non-compliant stand structures/special constructions: Any such structures, fittings, equipment and decorations (materials) brought into the place of assembly as are not approved or do not comply with these regulations, the regulations laid down by Messe München's Technical Guidelines or the Directive on the Construction and Operation of Places of Assembly (VStättV) are not allowed to be set up in the place of assembly and must be removed or modified at the exhibitor's expense, as required. This also applies to any replacement activities conducted by the organizer. For good reason with particular regard to serious safety defects, the partial or full closure of a stand can be ordered.
- **39. Dismantling of exhibition stand:** After dismantling work has been completed, the exhibition area is to be restored to its original state. Any

- damage to the inside or outside of the building, its fittings and furnishings or to its grounds by the exhibitor or by companies/persons appointed by it must be reported to the organizer and ICM in all cases.
- **40.** Cleaning: The cleaning of the stand is the exhibitor's responsibility and must be completed prior to the commencement of the trade fair or event on a daily basis. If the exhibitor does not have its stand cleaned by its own personnel, ICM-accredited cleaning companies only may be appointed to clean the stand. Any such cleaning companies as are not approved by ICM will be asked to leave the exhibition areas.
- 41. Handling of waste: In accordance with the principles of the Recycling and Waste Management Act (KrW-/AbfG), the accumulation of waste during the set-up and dismantling periods and the event itself is to be avoided as far as possible. Such waste as cannot be avoided is to be disposed of in an environmentally compatible manner (recycling rather than mere disposal). In accordance with City of Munich regulations, commercial waste may only be disposed of at municipal dumps and waste incineration plants if it has been separated into the various waste groups. Recyclable materials must be handed in for recycling. Special waste is not accepted and must be disposed of via special companies. All waste generated at the International Congress Center Munich and on the grounds of the New Munich Trade Fair Center must therefore be collected in separate containers from the outset or arduously separated into recyclable, incinerable and other waste groups after the event. The organizer is obliged to contribute to this effectively. The organizer is to ensure that all such materials (decorations, packaging, etc.) as well as all such fittings and structures as are brought on to the grounds of the place of assembly are removed completely after the end of the event. Only such substances and materials as cannot be re-utilized (and, as such, can be considered to be waste), are to be disposed of via ICM's waste disposal system subject to payment of a charge. Any special waste (waste subject to special supervision) generated is to be reported immediately to ICM and separate disposal thereof arranged.
- **42. Waste water:** The disposal of solid or liquid waste via the waste water system (toilets, drains) is strictly prohibited. If mobile catering facilities are used, all grease and oil must be collected and disposed of separately.
- **43.** Environmental damage: Environmental damage/pollution on the grounds of the International Congress Center Munich and New Munich Trade Fair Center (e.g. due to the leakage of gasoline, oil, hazardous substances) is to reported to ICM immediately.
- 44. Environmentally compliant behavior: At the International Congress Center Munich and on the grounds of the New Munich Trade Fair Center, such materials and products as are characterized by their durability, repair friendliness, re-usability and recyclability, as produce less waste or waste that is easier to dispose of as compared with other materials and products and/or as are made of residual materials or waste should be used to the greatest possible extent. No non-recyclable crockery should be used for catering purposes. Beverages should be sourced as far as possible in recyclable containers. Should however non-recyclable crockery be used in exceptional circumstances, it should only be made of such materials as rot without impacting the ground water negatively or as can be burned in waste incinerators without producing residues harmful to the environment.



GENERAL TERMS AND CONDITIONS FOR EVENTS

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§ 1 Scope of application

- 1. These General Terms and Conditions for Events (GTCE) apply to the holding of congresses, conferences, exhibitions and to events of a sporting, cultural or other nature with particular regard to the leasing of the event areas, halls and rooms for the rendering of event-supportive services and work as well as the provision of facilities and structures on the part of Messe München GmbH —International Congress Center Munich— (hereinafter referred to as ICM).
- 2. If agreements differing from these General Terms and Conditions for Events (GTCE) are concluded with the contracting party in the contract or an appendix thereto, these agreements have priority over the corresponding provisions in these GTCE.

§ 2 Conclusion of contractual relationship, additions to the contract

- 1. All contracts and additions thereto concluded with ICM are not valid unless they are agreed in writing. To this end, ICM sends the customer two signed copies of the contract and appendices thereto. This dispatch of two legally valid signed copies of the contract constitutes in law an offer for the conclusion of the contract. The customer returns a copy signed by it to ICM within the return dispatch period stated in the covering letter by way of which the customer accepts the contract and, as such, contract conclusion occurs. Contrary to the provisions set out in the previous section, ICM can send the customer two unsigned copies of the contractual proposal together with the appendices thereto. In such case, the customer signs the two copies and returns both to ICM within the return dispatch date stated in the covering letter. This dispatch of two legally valid signed copies of the contract constitutes in law an offer for the conclusion of the contract. By way of the countersigning of one copy of the contract by ICM and its return to the contracting party, acceptance of the contract and, as such, the conclusion thereof occur.
- 2. If by way of the fulfillment of contract additions or amendments to the contract are agreed, the written form requirement is deemed to have been complied with if the declaration concerned is conveyed in electronic form or by fax and is confirmed by the other party. For the short-notice ordering of event-related services notably during the set-up period, during the event or during the stand dismantling period, confirmation is as a rule made via a report confirming the additional orders concerned.
- 3. Reservations end no later than with effect of the expiry of the return dispatch period stated in the covering letter to the contract. No separate notification of the customer is required in this respect.

§ 3 Contracting party, organizer, event director

- 1. If the contracting party is not also the organizer (but instead e.g. a broker or agent), it is to name the organizer in writing in the contract and to notify it of all the main and ancillary contractual duties. The contracting party ensures that the organizer complies with these General Terms and Conditions for Events (GTCE), the "Safety Regulations for Events" and the "House and Usage Rules". The same applies to the "Technical Regulations for Accompanying Exhibitions" insofar as the organizer is holding an accompanying exhibition. Vis-à-vis ICM the contracting party remains responsible for compliance with the duties arising from this contract. In such cases, the organizer acts as an agent of the contracting party. Acts and declarations of the organizer and of persons appointed by same apply to the contracting party, either for or against, as though they were its own. If the contracting party appoints third parties with the organization of the event or parts thereof, ICM is not obliged to conclude contracts with such third parties. If a third party wishes to conclude contracts with ICM in the name of the contracting party, ICM can ask to be provided with comprehensive written authorization from the contracting party in respect of the intended contract.
- 2. If no third party is named in the contract as organizer in addition to the contracting party, the latter is deemed to be the organizer and must as such comply with the duties it as organizer is subject to.

- 3. The free or payable leasing of space, halls or rooms to third parties either in full or in part is subject to the written consent of ICM. Its consent is deemed to have been given if the third party is named in the contract.
- 4. For accompanying exhibitions, the approval to lease space to exhibitors (third parties) is deemed to have been given if the exhibition is designated as such in the contract or in the index of services. The contracting party is obliged to ensure its exhibitors comply fully with the special "Regulations for Accompanying Exhibitions". The contracting party remains obliged vis-à-vis ICM to ensure compliance with these regulations.
- 5. The contracting party is to name in writing to ICM prior to the event a person appointed to manage the event who assumes the function and duties of the event director in accordance with the Bavarian Directive on the Construction and Operation of Places of Assembly (hereinafter referred to as VStättV) on behalf of the organizer in accordance with the "Safety Regulations for Events".
- 6. Non-compliance with the duties to which the contracting party is subject in accordance with these Terms and Conditions of Contract may result in the limitation or cancellation of the event.

§ 4 Object of contract

- 1. The leasing of the event space, halls and rooms occurs in accordance with the "Safety Regulations for Events" for the purpose of use stated by the organizer. The exact designation of the object of use, maximum visitor capacities and the purpose of use is set out in writing in the contract or in an appendix to the contract. If no visitor capacity details are agreed, the contracting party may at any time inspect the existing approved rescue route and seating plans upon presentation of its event plans. The contracting party must in all cases ensure that under no circumstances more visitors are admitted or tickets distributed for an event than the number of visitor places set out in the approved rescue route and seating plan.
- 2. Modifications to the leased halls, rooms, other areas and fittings, amendments to the approved rescue route and seating plans and the use of additional structures and fittings are subject to the prior written consent of ICM and the provision of any regulatory approvals that may be required. Any regulatory approval procedures are subject to mandatory handling via ICM. The duration, risk and cost of approvability are the full and sole responsibility of the contracting party.
- 3. Insofar as the contracting party does not hire the whole International Congress Center Munich, it does not have the right to the exclusive use of entrances/exits, foyer areas, functional areas such as toilets, cloakrooms or outdoor areas. It must tolerate the joint use of such areas by other contracting parties, their visitors and by ICM. If several events are taking place at the venue simultaneously, each contracting party is to behave such that the events do not suffer mutual disruption as a result. The contracting party has no contractual right to the limitation of an event held by a third party. The offices and operating facilities of ICM and ICM's service companies are not leased to the contracting party even if it has hired the entire International Congress Center Munich; the contracting party is to grant access to these premises at all times during the period of lease.
- 4. ICM is entitled to access the leased halls/rooms/other areas for safety and operating reasons during the set-up and dismantling periods and during the event.
- 5. Lessee hereby guarantees that there will be no action or occurrence at Lessee's event that might result in any disparagement of human dignity or challenge the free democratic basic order of the Federal Republic of Germany.

§ 5 Transfer, return

1. Upon the leasing of the event areas, halls and rooms, the contracting party is at ICM's request obliged to visit and inspect the object including the technical facilities, emergency exits and rescue routes. If the contracting party is not the organizer, the contracting party is to ensure that the



organizer takes part in the inspection. If ICM insists on the naming of an event director, the contracting party is at ICM's request to ensure that the event director takes part in the inspection and familiarizes himself/herself with the place of assembly by way of the inspection.

- 2. If the contracting party or the organizer identifies any defects or damage to the object of use, these are to be recorded in writing and notified in writing to ICM without delay. Both contracting parties and the organizer may ask for a transfer report to be drawn up in which the condition and any defects or damage are set out.
- 3. Any objects, structures, decorations, etc. brought into the venue by the contracting party, organizer or by third parties on their behalf are to be removed by the contracting party by the end of the agreed period of use and the original state is to be restored. After the period of use has elapsed, the objects can be removed subject to a charge payable by the contracting party.

§ 6 Usage fees, operating costs, ancillary services

- 1. The contractually agreed fee is set out in the contract or in a cost confirmation attached to the contract. The details concerning the services and fees are based on the status of the event plans at the given time. If the event plans change, the cost confirmation is updated and sent to the contracting party. All the fees agreed are subject to the statutory sales tax applying at the time of service provision.
- 2. The settlement of payment for the event is based on the final invoice after the event has finished taking account of the services ordered and provided as well as the operating and ancillary costs incurred. Any advance payments made are offset against the final invoice. ICM's right to issue in addition to the final invoice further invoices for such services rendered (e.g. stand construction services) as are not the object of the final invoice or any previous invoices remains unaffected.
- 3. Payments are due as of the due dates set out in the contract or relevant invoice. If no due date is stated, payments are due with immediate effect.
- 4. If the contracting party sublets the premises, it assigns to ICM its claims arising from the sublease relationship vis-à-vis the subtenants by way of security for ICM's receivables arising from this contract. The contracting party is entitled and authorized to collect these claims vis-à-vis the subtenants in its own name and for own account at any time and to take legal action to assert them. This applies until such time as the contracting party defaults on its payment liabilities vis-à-vis ICM, ICM discloses to the subtenant concerned the assignment of the claim to ICM and notifies the contracting party to this effect. Prior to ICM disclosing the assignment of security to the subtenants, it is to notify the contracting party of its intention to do so. ICM is to re-assign the claims assigned to it as soon as ICM's claims vis-à-vis the contracting party arising from this contract are met.

§ 7 Advertising

- 1. Advertising for the event is the responsibility of the contracting party. Advertising measures on the ICM's grounds, on or in the halls or in the rooms require the written approval of ICM. Stationary advertising space, mobile advertising carriers on the ICM grounds and the monitors in the halls are marketed by ICM and are subject to a charge.
- 2. ICM is not obliged to remove any advertising material already in place on its grounds even if it competes with the advertising items of the contracting party or organizer. The covering over of existing advertising space by the contracting party or organizer is subject to ICM's consent.
- 3. The contracting party indemnifies ICM irrevocably from any claims arising due to the event or advertising for the event violating the rights of third parties (notably copyright entitlements, image and name rights, brand rights, competition rights, personal rights) or other statutory regulations. The obligation of indemnification also includes any payment reminder costs as well as any court and legal fees incurred.

- 4. The contracting party is obliged to make it clear and unmistakable in all its advertising measures and in all publications that it or the organizer is holding the event and not ICM.
- 5. If ICM permits the naming of the name "ICM" or the naming of the name "Messe München", only the original lettering and original logo may be used for the naming of the name "ICM" or the naming of the name "Messe München" on publications of any kind (on the Internet too), printed matter, posters and entrance tickets.

The appropriate templates are provided by ICM solely for this purpose.

§ 8 Signage / Posters / Flags / Façade usage

- 1. It is the responsibility of the contracting party to ensure at its expense that sufficient signage is provided for its event both inside and outside the grounds. The contracting party may use the hall information system upon payment of a charge. The walls, columns, doors and windows may not be used for displaying posters or stickers.
- 2. Flags may be mounted on ICM's own flagpoles by ICM itself or ICM-appointed service companies only.
- 3. Objects may be mounted on the façade and canopy of the International Congress Center Munich, such as advertising banners, wireless installations, outdoor aerials, tethered balloons, etc. with ICM's prior written consent and by service companies appointed by ICM upon payment of a charge only.

§ 9 Traffic control

- 1. At the request of the contracting party, ICM provides the latter with access to the traffic control signs at its disposal in the city area of Munich (event signs) upon payment of a charge.
- 2. The contracting party has the option of using the dynamic traffic control system installed on the highways and roads leading to the trade fair center in collaboration with the relevant traffic authorities and upon payment of a charge. Only the title of the event may be shown on the signs. No advertising is permitted. Usage of the dynamic traffic control systems is to be ordered via ICM no later than four weeks prior to the commencement of the event.

§ 10 Catering, merchandising

- 1. In contrast to ICM itself, the contracting party and the organizer are as a general rule not entitled to offer food, beverages, refreshments, cigarettes, etc. themselves or have them offered by third parties on the grounds, in the halls or in the rooms or to bring them with them on to the premises.
- 2. If the contracting party wishes to have catering facilities provided on site during the event, it must inform ICM to this effect no later than six months prior to the start of the event. ICM will then license the contracting party to operate the catering facilities by an ICM-accredited caterer or a third-party caterer. If the contracting party wishes a caterer without ICM-accreditation to run the catering operations, ICM may license the contracting party to operate the catering facilities through a third-party caterer in individual cases. The caterer has no entitlement to a permit or license. The legal framework for the assignment of third-party caterers is set out in the catering terms applicable for the ICM.
- 3. ICM is not liable for the catering services the caterer licensed to provide catering services provides or is supposed to provide. The contracting party has no entitlement to catering service provision vis-à-vis ICM.
- 4. The contracting party or organizer is not allowed to be commercially active beyond the immediate holding of the event or order commercial traders such as merchandisers, flower sellers, tobacconists for its events without ICM's prior written consent. In the event that ICM gives its approval, which must be made in writing, stand rental or a percentage share of the sales proceeds to be agreed separately may be demanded by ICM.



5. The contracting party allows ICM-accredited companies to be commercially active at the International Congress Center Munich within the bounds of the rental object too in accordance with their contracts with ICM. This permit can be revoked by the contracting party vis-à-vis ICM up to six weeks prior to the commencement of the event.

§ 11 Cloakrooms, toilets, cleaning

- 1. Management of the visitor cloakrooms and toilets is the exclusive responsibility of ICM and the service companies contractually associated with it. ICM or the service companies contractually associated with it are entitled to demand payment of a charge from users of the visitor cloakrooms.
- 2. In the case of private events, a transfer arrangement can be agreed with ICM for the cloakroom.
- 3. If no cloakroom management is planned by ICM, the contracting party can ask for the visitor cloakroom to be manned upon payment of the manning costs. If no manning is ordered, the contracting party bears the sole risk of liability for any items of clothing lost by visitors to its event.
- 4. ICM-accredited cleaning companies only may be appointed by the contracting party to clean the leased halls, rooms and other areas. The contracting party is to ensure that the leased halls, rooms and other areas are in a clean state at all times during the event.

§ 12 Parking facilities

- 1. A limited number of parking spaces subject to payment of a charge is available for participants in the event depending on the other events taking place. The contracting party has as a general rule the option of using the multi-storey car park on the trade fair centre grounds for its event subject to payment of a charge. Orders in this respect are to be addressed exclusively to ICM.
- 2. Insofar as radio and television transmission vehicles are used, these may park in the appropriate areas agreed with ICM only.

§ 13 Production of audio, audio-visual and visual recordings

- 1. Audio recordings, audio-visual recordings, visual recordings and any other recordings and transmissions of the event of any kind (radio, TV, Internet, loudspeaker, etc.) require ICM's written consent in addition to the approval of the copyright and performance right beneficiaries involved.
- 2. For reporting purposes at the given time, representatives of the press, radio and television are allowed to attend in accordance with the valid safety requirements notably the "Safety Regulations for Events" and the seating plan. ICM is to be notified of any planned reporting in good time prior to the event.
- 3. ICM has the right to make audio/visual recordings and drawings of the event and/or of objects displayed or used or have them made for documentation purposes or for its own publications insofar as the contracting party does not object to this in writing.

§ 14 GEMA (German Performing Rights Society) fees

The punctual registration of such works with GEMA as are subject to registration with GEMA and the punctual payment of GEMA fees are the sole duties of the contracting party. ICM can ask the contracting party in good time prior to the event to provide it with written verification of the event registrations with GEMA, written verification of the payment of GEMA fees and/or written verification of the invoicing by GEMA vis-à-vis the organizer. Insofar as the contracting party is not able or unwilling to provide verification, ICM may ask the contracting party to make a security payment amounting to the provisional level of GEMA fees to be incurred.

§ 15 Regulatory permits, statutory reporting duties

1. The contracting party is to comply with all the prescribed regulatory and statutory reporting and notification duties as well as obtain any permits that may be required - in the absence of any provisions to the contrary in these

General Terms and Conditions for Events (GTCE) or this contract - and comply with all relevant regulatory orders, conditions and regulations.

2. Insofar as the event period and/or set-up and dismantling periods include Sundays or public holidays, the contracting party is to ensure that the organizer has the event approved in accordance with section 69 of the German Trade Code (Gewerbeordnung), if approval is required, or obtain from the relevant authority a permit allowing ICM to employ workers on the Sundays or public holidays concerned by way of support for the contractually agreed event.

If the contracting party is itself the organizer, it is to ensure that the event is approved in accordance with section 69 of the German Trade Code (Gewerbeordnung), if approval is required, or obtain from the relevant authority a permit allowing ICM to employ workers on the Sundays or public holidays concerned by way of support for the contractually agreed event. The contracting party is obliged to present such approval or the respective permit to ICM in good time prior to the commencement of the event. This provision does not apply to events that fall under section 10 (1) of the German Working Hours Act (Arbeitszeitgesetz) even without approval. ICM is entitled to raise surcharges, pursuant to the price list valid for the event, for work that ICM or its subcontractors perform on Sundays and public holidays.

- 3. The contracting party is responsible for assuring compliance with the statutory provisions applying at the time of the event notably those set out under the Places of Assembly Directive, the Work Safety Act, the Working Hours Act, the Trade Code, the Youth Protection Act and the accident prevention regulations of the employers' liability insurance (Berufsgenossenschaften).
- 4. The contracting party is responsible for payment of the fees and taxes arising in connection with the event or ensures that the organizer pays the fees and taxes arising in connection with the organization of the event. Statutory value-added tax is payable by the contracting party on all income from the event (ticket sales, program sales, etc.). Any social security charge for artists due on the fees paid to artists is payable on time by the contracting party to the artists' social security fund or the contracting party ensures that any social security charge for artists due in connection with the organization of the event is paid on time by the organizer to the artists' social security fund

§ 16 Entry regulations, security and public order services

- 1. The access of visitors and participants to the areas, halls and rooms designated in the contract is to be stipulated by ICM in collaboration with the contracting party.
- 2. The deployment of entry, public order and security personnel is for security reasons the exclusive responsibility of ICM and the companies contractually associated with it. In individual cases, ICM may allow the contracting party to deploy additional entry, public order and security personnel of its own for the event in accordance with the "Safety Regulations for Events".
- 3. The scope of the personnel to be deployed depends on the nature of the event, the number of visitors and the event-specific risks in the individual case. ICM stipulates the scope required on the basis of its security concept. The costs incurred by way of the presence and deployment of these services are payable by the contracting party.

§ 17 Technical event systems managers, technical personnel

If technical stage, studio or lighting systems are to be set up for the event, "technical event systems managers or technical event systems specialists" are to be deployed in accordance with section 40 of the Places of Assembly Directive (VStättV) at the expense of the contracting party. Ordering and mandatory presence details can be found in the "Safety Regulations for Events".



§ 18 Liability of contracting party

- 1. The contracting party is liable for all damage occurring in connection with the event for which the contracting party, its agents in performance, the organizer, its guests and any other third parties are responsible in accordance with the relevant statutory regulations. The fact that the contracting party may have selected its agents in performance carefully cannot be given as an excuse for the damage.
- 2. The contracting party indemnifies ICM from all third-party claims asserted in connection with the event insofar as they are the responsibility of the contracting party, its agents in performance, its guests or its visitors. This indemnification obligation also includes any regulatory fines and penalties (e.g. due to disturbing the peace, obstructing rescue routes, exceeding permitted visitor numbers, non-compliance with smoking ban) as may be imposed on ICM as the operator of the place of assembly in connection with the event.
- 3. The contracting party is obliged to take out organizer liability insurance coverage for the event with protection against event-related
- personal injury and property damage amounting to at least EUR 2.75 million (two million seven hundred and fifty thousand euros) and for
- financial loss amounting to at least EUR 1,000,000.-- (one million euros)

and to verify this to ICM at its request by way of the presentation of a copy of the insurance certificate. The obligation to take out the insurance coverage required is an essential contractual duty. For smaller events, the contracting parties can conclude different agreements which are not valid unless made in writing.

§ 19 Liability of ICM

- 1. Liability independent of blame on the part of ICM for compensation for initial defects of the leased halls, rooms and other areas is ruled out.
- 2. A reduction in the fees due to defects can only be considered if ICM is notified of the intention to reduce payment during the lease period.
- 3. The liability of ICM for minor negligence is ruled out insofar as no essential contractual duties are breached. Essential contractual duties include obligations, the fulfillment of which is absolutely necessary for the due execution of the contract and the compliance with which the other contracting party must generally be able to rely on and trust in.
- 4. For the breach of essential contractual duties, ICM's obligation to pay compensation in cases of minor negligence is limited to foreseeable, contractually typical, immediate, average damage in accordance with the nature of the agreement.
- 5. ICM is not liable for damage arising due to measures intended to maintain security and order. If the event is limited, cancelled or suspended on ICM's instructions due to incorrect risk assessment, ICM is not liable in cases of minor negligence.
- 6. ICM assumes no liability for the loss of objects, facilities, structures and other valuables brought on to the premises by the organizer, third parties appointed by it or visitors insofar as ICM has not assumed the safekeeping of same upon payment of a charge. At the request of the contracting party in individual cases, a special security service can be provided by ICM upon payment of the costs incurred.
- 7. Insofar as liability is ruled out or limited in accordance with the provisions set out under these Terms and Conditions of Business, this also applies to ICM's agents in performance.
- 8. The above liability exclusions and limitations do not apply to the culpable loss of life, bodily injury, damage to health, nor in cases of the explicit assurance of characteristics. ICM cannot use the excuse in such cases that it selected its agents in performance carefully.

§ 20 Withdrawal / Termination of contract / Cancellation of event

- 1. ICM is entitled for the breach of essential contractual duties after the setting of an appropriate deadline or dispatch of an appropriate reminder without success to withdraw from the contract notably in cases of:
- the breach of contractually agreed payment duties
- the breach of contractually agreed notification and communication duties (mandatory notification relevant to the event)
- a major change in the purpose of use without consent
- the lack of regulatory permits and approvals for the event
- the violation of regulatory conditions / approvals
- the violation of statutory regulations relevant to the safety and security
 of the event
- the violation or serious endangering of third-party rights by the event.

The setting of a deadline or dispatch of a reminder can be dispensed with in cases where neither is required by way of a statutory right of withdrawal from contract. If ICM has already leased the halls, rooms or other areas to the contracting party, the right of withdrawal from contract is replaced by the statutory right of extraordinary cancellation.

- 2. The entitlement to claim compensation is not ruled out by way of a withdrawal from or cancellation of contract.
- 3. If the contracting party is an agency and the customer of the contracting party the organizer, both ICM and the contracting party are entitled to a special right of cancellation of contract or special right of withdrawal from contract in cases where the organizer withdraws or cancels the order vis-à-vis the contracting party. This special right of cancellation of contract or special right of withdrawal from contract may be exercised only if the organizer assumes all the rights and duties from the contract concluded between ICM and the contracting party and provides appropriate collateral at ICM's request.
- 4. If the contracting party fails to execute the event for such reason as is not the responsibility of ICM, the latter has the choice of asserting a claim for payment of lump-sum compensation instead of compensation based on a concrete calculation. If ICM asserts a claim to lump-sum compensation, the contracting party is obliged to pay upon its cancellation of the event:
- up to two years prior to the commencement of the event 10 % of the agreed fees
- up to one year prior to the commencement of the event 50 % of the agreed fees
- up to six months prior to the commencement of the event 75 % of the agreed fees
- thereafter 100 % of the agreed fees

by way of lump-sum compensation. Any cancellation must be made in writing and have been received by ICM within the periods stated. The contracting party can demand that the lump-sum compensation be reduced if the former proves that ICM has incurred fewer expenses.

5. The contracting party has no right to amend a contract that has already been concluded with particular regard to any reduction in the halls, rooms and other areas leased in accordance with the contract or relocation of the event.

§ 21 Force majeure

If the event cannot take place due to force majeure, each contracting party is to bear its costs incurred up to the point in time concerned. If ICM has paid costs on behalf of the contracting party in advance, the reimbursement of which was contractually agreed, the contracting party is obliged to reimburse such costs in all cases. Cancellation by individual artists or the failure of one or more participants to appear on time or poor weather including ice, snow and storm does not under any circumstances constitute force majeure.

§ 22 Exercise of domestic authority

1. In addition to ICM, the contracting party, the organizer and its event director are entitled to exercise domestic authority within the leased premises to the extent necessary for the safe and secure organization of



the event. The contracting party is obliged within the leased assembly rooms to ensure that the event is organized in a due, safe and secure manner, that the "House Rules and Usage Regulations" are complied with by the visitors and any other event participants and that the necessary measures are taken in the case of any violations of the "House Rules and Usage Regulations" in order to avoid any further violation. The contracting party is obliged to transfer these duties to the organizer and the event director. Insofar as a public order service has been ordered for the event, the contracting party will receive support from same on request.

- 2. ICM and persons appointed by it remain entitled to exercise domestic authority vis-à-vis the contracting party, the organizer, its visitors and other event participants as well as third parties during the term of the contractual relationship.
- 3. The persons appointed by ICM are to be granted free access to all event rooms and areas at all times for the purpose of the exercise of domestic authority.

§ 23 Suspension of events

Any violation of essential contractual duties or of regulations relevant to security and safety and in the case of particularly dangerous situations, ICM can demand that the contracting party clears the object of contract and returns it to ICM. If the contracting party fails to comply with such a demand, ICM is entitled to have the premises concerned cleared at the expense and risk of the contracting party. In such cases, the contracting party remains obliged to make full payment of the fee due.

§ 24 Compliance with event-related safety and security regulations

- 1. If exhibition stands are to be erected in the place of assembly or the outdoor area, the <u>"Regulations for Accompanying Exhibitions"</u> apply additionally. The organizer is obliged to ensure that the regulations are forwarded to its exhibitors together with the application form.
- 2. The contracting party can be sent the regulations mentioned under point 1 above in writing on request insofar as they are not attached to the contract as an appendix; these regulations can also be downloaded if required.
- 3. Services to subtenants (e.g. electrical connections, installations, fascia panels, partition walls, etc.) are rendered by ICM exclusively by order of the contracting party, whom ICM then invoices for the services concerned. The onward charging of these services to the subtenants is the contracting party's responsibility. At the request of the contracting party, which the latter is to communicate to ICM at the latest at conclusion of contract, ICM concludes contracts directly with the exhibitors for services such as electrical connections, installations, fascia panels, partition walls, etc. and settles payment with them directly. An exhibitor is deemed to be such party as offers products or services on its own stand or that of a third party with its own personnel. The contracting party is to notify ICM of the correct invoice addresses of the exhibitors in good time prior to the commencement of the event. The administration fee per invoice issued incurred for this is based on the price list valid at that time and will be charged to the contracting party.

Neither the contracting party nor the organizer nor its exhibitors have an entitlement to the conclusion of contracts between MMG and the exhibitors for services such as electrical connections, installations, fascia panels, partition walls, etc. insofar as such an entitlement is not required by law. The acceptance of an order can be refused notably vis-à-vis such exhibitors as have not met their financial obligations vis-à-vis ICM e.g. from previous events. Even in cases where a contract has been concluded between ICM and an exhibitor, ICM is entitled to refuse to render the services due including the supply of electricity, gas and water until such time as the exhibitor has met its financial obligations vis-à-vis ICM notably from previous events. The contracting party undertakes to do all it can to support ICM in its collection of receivables vis-à-vis the exhibitors of the contracting party or of the organizer. The contracting party undertakes moreover to assume the responsibility for payment of any outstanding amounts due to ICM from the exhibitors of the contracting party or the organizer.

§ 25 Data collection, processing and use

- 1. ICM leases the event rooms and areas designated in the contract for the organization of congresses, conferences and exhibitions as well as for events of a sporting, cultural or other nature. In order to meet the contractually agreed business purposes, personal data transmitted to ICM is also collected, processed and used.
- 2. ICM uses this data additionally for the purpose of market and opinion research, for information on subsequent events, for event-accompanying offers and for data comparison within ICM Group units. ICM service companies rendering event-accompanying services are provided with selected data by ICM on request for the purpose of rendering their services and preparing offers.
- 3. The contracting party is free to declare in the contract or at any time subsequently for which purposes its data should no longer be used in future.
- 4. If the contracting party is provided with the personal data of ICM personnel, the contracting party is to ensure that the data is deleted immediately after the end of the event and to verify its deletion vis-à-vis ICM.

§ 26 Offset and withholding rights

The contracting party has offset and withholding rights vis-à-vis ICM only if its counterclaims are legally binding, undisputed or have been recognized by ICM.

§ 27 Severability clause

Should individual provisions of these General Terms and Conditions for Events (GTCE), the "Safety Regulations for Events", the "House Rules and Usage Regulations" or the "Regulations for Accompanying Exhibitions" be or become invalid, the validity of the other provisions in the contract remain unaffected by this. In such cases, the invalid provision is to be supplemented or amended such that the purpose intended by way of it is met as far as possible.



SAFETY REGULATIONS FOR EVENTS

Status: September 2011



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Preamble / Scope of application

These Safety Regulations for Events apply to the organization of congresses, conferences, and exhibitions as well as events of a sporting, cultural or other nature. Additional demands with regard to safety, security and fire protection for an event may be imposed by the relevant authorities, the police, fire safety offices and Messe München GmbH - International Congress Center Munich - (hereinafter referred to as ICM) if the nature and scope of the planned event give rise to enhanced risk for persons and property. These Safety Regulations have been discussed among the seven largest congress centers in Germany, the "SevenCenters of Germany" and formulated in a uniform structure. By way of these Safety Regulations, the requirements of the Bavarian Directive on the Construction and Operation of Places of Assembly (hereinafter referred to as "VStättV") are implemented with particular regard to the operating regulations and regulatory structural conditions for the operation of the halls and areas approved as places of assembly. ICM's contracting party is to ensure that the Safety Regulations for Events are complied with by all persons and companies appointed by it to plan and organize the event. If the contracting party is itself the organizer, the provisions set out in the Safety Regulations for Events referring to the organizer then apply to the contracting party. If the contracting party is not the organizer, it is to ensure that the provisions set out in the Safety Regulations for Events referring to the organizer are complied with by the organizer.

1. Notification and approval duties

1.1 Notification duties prior to the event

The organizer is obliged to notify ICM the following in writing no later than 6 weeks prior to the event for reasons of security and safety and for optimum event preparation and organizational purposes:

- the name of its event director
- whether "technical event managers" will be attending to supervise setup and dismantling activities as well as the event
- the size and arrangement of any stage areas/stages/stands, catwalks, prosceniums, platforms and similar structures
- the anticipated number of visitors and anticipated audience profile (peaceful, normal, difficult)
- whether technical stage, studio, lighting equipment or any other technical facilities are to be installed (load plan)
- whether the movement or conversion of technical equipment is to occur during the event
- whether mechanical movements or artistic performances are to occur in or above the auditorium
- whether activities involving fire hazards/pyrotechnical effects, the operation of laser devices or smoke machines are planned (additional permit requirements to be observed)
- whether ornamentation, decorations/equipment/props are to be employed (certificates proving compliance with fire standards to be provided)
- whether a guest performance test log has been issued
- whether a "technical rehearsal" is planned by the organizer prior to the event.

Based on the details provided by the organizer, ICM will in the run-up to the event carry out a risk assessment exercise, on the basis of which the need for qualified event personnel and external service units (fire service, paramedics, public order/security personnel; cf. §§ 40 to 43 VStättV) and the number of such staff will be scheduled. Should the organizer provide incomplete details or none at all or provide them too late, an enhanced event risk will as a general rule be assumed. All additional costs incurred as a result (notably personnel costs for security staff) are payable by the organizer. Incorrect details can result in the limitation, cancellation or suspension of the event.

1.2 Technical rehearsals, guest performance test log

In the case of stage areas with a floor space of more than 200m² or guest performance events that utilize their own sets, a private technical rehearsal must be carried out incorporating the entire set prior to the event, unless the

type of event and the scale of the set (insofar as no objections are raised) obviates the need for such a rehearsal.

ICM decides on the basis of the details set out above under point 1.1. (in consultation with Munich Fire Department) as to whether a rehearsal is needed or not. If a rehearsal is needed, the organizer must coordinate the anticipated scheduling of the technical rehearsal with ICM in good time. No technical rehearsal is needed for guest performance events for which a guest performance test log has been issued. The guest performance test log is to be submitted to the building authorities no later than 2 weeks prior to the commencement of the event.

1.3 Approval and acceptance by the authorities

The leasing of event rooms and areas occurs on the basis of rescue route and seating plans with a set maximum visitor capacity approved by the authorities. Deviations from existing approved rescue route and seating plans, e.g. by way of changes to the seating arrangement or rescue path routing or due to the erection of tents, platforms, stands, special constructions, temporary structures, etc, require the consent of ICM. Such measures are as a rule subject to mandatory approval in accordance with the statutory building regulations and must be inspected for acceptance by the relevant authorities.

1.4 Cost and risk of projects subject to mandatory notification and approval

For the above and all subsequent projects designated in the Safety Regulations for Events as being subject to mandatory notification or approval, ICM may request the submission of documents, plans, certificates, test confirmations and independent reports as well as technical acceptance certificates in respect of structural and fire safety vis-à-vis the organizer. ICM supports the organizer in the implementation of the approval procedures. The duration and cost of the approval procedures including the risk of approvability are the responsibility in full of the organizer.

2. Persons responsible

2.1 Responsibility of the organizer

The organizer is responsible for the event program and safe, secure and smooth flow of the event. It is to ensure that the maximum permitted visitor capacity in the event rooms and event areas leased to it is complied with. Exceeding occupancy capacities is strictly prohibited. The organizer is responsible for public safety within the place of assembly in respect of decorations, fittings, props, installations and structures, suspensions and cables as well as technical stage, studio and lighting systems fitted by the organizer or by third parties appointed by the organizer for the duration of use of the place of assembly. In respect of all the objects and materials brought into the venue, the organizer is to comply with the requirements of these Safety Regulations for Events as well as with the operating regulations of the VStättV and the accident prevention regulations (UVV), notably the UVV BGV C1 provisions concerning "Event and Production Venues for Stage Performances". It is also responsible for complying with all other laws and directives applicable to the event, notably the Youth Protection Act, the Sunday and Public Holiday Act, the Working Hours Act, the Work Safety Act, the Non-smokers Protection Act, the Trade Code and the Noise Emission Protection Regulations.

2.2 Responsibility of the event director

The organizer is to name to ICM a person with decision-making authority (see point 1.1 in this respect) who is present for the entire duration of the event as event director. The event director is to participate in the joint inspection of the place of assembly and familiarize himself/herself with the event rooms including the escape and rescue routes. At ICM's request, the event director is to take part prior to the event in a coordination/familiarization exercise in respect of the safety and security regulations requiring compliance. The event director is to guarantee the ordered, safe and secure flow of the event. He/She is obliged to be present during the event operations, must be accessible at all times and is to make any decisions that may be necessary in coordination with the contact named by ICM, the authorities and external service units (fire service, police, construction department, public order department, medical services). The



event director is obliged to suspend event operations if a risk to persons makes this necessary, if installations, facilities and devices required for safety purposes do not work or if the VStättV operating regulations are not or cannot be complied with. The event director is to be supported by a contact named by ICM.

2.3 Technical event systems managers, technical event systems specialists

Technical event systems managers and technical event systems specialists are to be deployed by the organizer at its expense in accordance with the following requirements:

The set-up and dismantling of technical stage, studio and lighting facilities at events with a capacity of more than 5,000 visitors or a stage area of more than 200m² and technical rehearsals must be managed and supervised by at least one "technical event systems manager". The set-up and dismantling of technical stage, studio and lighting facilities at events with a capacity of more than 5,000 visitors or a stage area of between 50m² and 200m² and technical rehearsals must be managed and supervised by at least one technical event systems specialist with at least 3 years' professional experience.

At dress rehearsals, events, broadcasts or the recording of events in places of assembly with a capacity of more than 5,000 visitors or stage areas of more than 200m², two technical event systems managers must be present. At dress rehearsals, events, broadcasts or the recording of events in places of assembly with a capacity of no more than 5,000 visitors or stage areas of between 50m² and 200m², the presence of one technical event systems specialist with three years' professional experience is sufficient.

Exceptions: If the safety and functionality of the technical stage, studio and lighting facilities and of any other technical equipment at the place of assembly is checked by the technical event systems manager or by technical event systems specialists prior to the event, no risks are posed by the nature or flow of the event and the facilities concerned are not moved or otherwise modified during the event, the necessary technical supervision duties can be assumed by a technical specialist or by another "supervisory person" on the basis of risk assessment in the individual case conducted by ICM. This is however subject to the person being familiar with the technical facilities concerned.

Please note: If technical event systems managers or technical event systems specialists are deployed by ICM or ICM's service partners during the set-up and dismantling periods or during the event, they do not assume any coordination, instructional or monitoring duties under work safety law vis-à-vis the organizer's employees. The organizer continues to have unlimited and autonomous responsibility for assuring the work safety and health protection of its employees in accordance with the provisions of the Work Safety Act and Accident Prevention Regulations (notably UVV BGV A1 and UVV BGV C1).

2.4 Responsibility of ICM

ICM and the persons appointed by it are entitled and obliged to check on a random basis whether the organizer is complying with the VStättV operating regulations and these Safety Regulations for Events. To this end, access to the event rooms and areas must be granted to them at all times.

2.5 Security and public order services

Only such qualified, ICM-accredited companies as are sufficiently familiar with the place of assembly particularly in case of any necessary clearance may be used for security and public order service provision. The number of security and public order service staff required depends on the nature of the event, the number of visitors, potential event risks and on any additional demands imposed by the relevant building and public order authorities. The security and public order services are responsible for carrying out the duties set out in VStättV. The cost of providing and deploying the security and public order services is payable by the organizer.

2.6 Fire service, police, medical services, authorities

The fire service, police and medical services are notified by ICM on the basis of the nature and size of the event. The scope of the services (number of persons and vehicles to be deployed) depends on the nature of the event, the number of visitors, the event-specific risks and the potential regulatory requirements in the individual case. The cost of provision and deployment of the fire service, police and medical services is payable by the organizer. The operatives of the fire service, police, medical services and the relevant authorities are to be granted access to all areas of the place of assembly at all times.

3. Safety-related operating regulations

3.1 Traffic control, rescue routes, safety facilities

3.1.1 Vehicle access of site

The provisions of the German Road Traffic Act apply appropriately to the entire premises and grounds of the New Munich Trade Fair Center. All vehicles must comply with the speed limits shown on the signs on the grounds. Access by vehicles of any kind is subject to the driver's own risk. ICM and the public order service staff appointed by it have the right to inspect the loading areas of motor vehicles and containers transported by persons when accessing and exiting the site. Depending on the progress of set-up and dismantling operations due to events taking place simultaneously, the grounds may be closed temporarily for motor vehicle traffic.

3.1.2 Fork-lift trucks and pallet trucks

The organizer and companies appointed by it are not allowed to access the foyer, room and hall areas with motorized aids such as fork-lift trucks. The transportation of loads by the organizer using manual aids (e.g. pallet trucks) is possible. Prior to the conveyance of loads, the organizer and companies appointed by it are to inform themselves of the nature of the floor and the maximum permissible load-bearing capacity thereof. Forwarding agents contractually associated with ICM only may be appointed to provide forwarding services of any kind within the International Congress Center Munich and the grounds of the New Munich Trade Fair Center.

3.1.3 Fire service movement zones

The designated fire service access routes and movement areas must be kept clear at all times. Any vehicles and objects parked or placed on rescue routes and safety areas will be removed at the risk and expense of the owner.

3.1.4 Emergency exits, emergency hatches, hallways, aisles

These escape routes are to be kept clear at all times. The doors along rescue routes must be capable of being opened easily to their full extent from the inside. Rescue routes, exit doors, escape hatches and any signs indicating their position may not be obstructed, covered or made unrecognizable in any other way. Hallways and aisles may at no time during the event be obstructed by objects left in the way or protruding. Hallways and aisles serve as rescue routes in emergencies. Fire and smoke doors may not be held open with wedges or other objects.

3.1.5 Safety facilities

Fire alarms, hydrants, fire-extinguishing equipment and connections, smoke flaps, smoke extractor release valves, smoke detectors, telephones, heating and ventilation system air supply and exhaust vents, smoke extraction facilities as well as the signs indicating their position and the green emergency exit signs must be accessible and visible at all times; they may not be obstructed, covered or made unrecognizable in any other way.

3.2 Fittings and structures for events

3.2.1 Technical facilities of ICM

All technical building installations and facilities and all technical equipment belonging to ICM may be operated by ICM's technical personnel or ICM's qualified technical service partners only. This also applies to all connections to be set up to any supply networks (e.g. electricity, water,



telecommunications and – if available - gas and compressed air) of the International Congress Center Munich. The cost of the presence and deployment of the technical personnel active at the event is payable by the organizer. In the absence of any agreement to the contrary, the organizer is not entitled to remove ICM's own installed technical facilities from the event rooms.

3.2.2 Technical facilities of the organizer

The technical facilities brought on to the premises by the organizer or companies appointed by it for this purpose must comply with generally accepted technical rules, notably the requirements set out under the accident prevention regulations BGV C1 and BGV A3 with regard to safety and functionality. Electric (switching) systems may not be accessible to visitors and must be appropriately secured. If in the case of technical facilities brought into the venue faults occur with the facilities themselves or in their interaction with ICM's technical facilities, the organizer is to either remove the technical facilities brought in to the venue immediately at ICM's request or to replace them immediately with such technical facilities as in the case of which such faults do not occur.

3.2.3 Suspensions

Suspensions from the ceilings and supporting structures may be installed for safety reasons by service partners appointed by ICM only. The organizer is to register and coordinate any suspensions required with ICM prior to the event (see point 1.1). Suspensions are to be installed in accordance with generally accepted technical rules and standards. The permissible loading limits stipulated require compliance. If in doubt, an independent static load analysis will be commissioned for the suspensions concerned at the organizer's expense.

3.2.4 Fittings, structures, stands, platforms, stairways, stage areas, special constructions

All fitting and structures in the place of assembly as well as temporary structures in the outdoor exhibition area are subject to mandatory notification and approval requirements (see point 1.3). The effect of technical fire safety facilities (e.g. automatic fire-extinguishing equipment, smoke shields, etc.) may not be impaired by fittings or structures. Fittings and structures are to be designed such that their stability cannot be impaired by dynamic vibration. The substructure of the flooring of platforms, stage areas and stands must be made of non-flammable materials. The use of materials that are easily flammable or melt, drip or give off toxic gases when exposed to heat is not permitted under any circumstances. DIN 4102 and EN 13501-1 (behavior of building materials and components in case of fire) require compliance. The presentation of an official test certificate concerning the building material class and characteristics required may be requested.

3.2.5 Carpeting, floor coverings

Carpeting and other floor coverings are to be fitted such that no risk of slipping, stumbling or falling for persons exists. Carpeting and other floor coverings are to be laid such that accidents are reliably prevented. Only adhesive tape may be used for fitting purposes; this must be capable of being removed without leaving any residue on the floor. The use of self-adhesive carpet tiles is not allowed. All materials used must be removed in full without leaving residue on the floor. The same applies to substances such as oil, grease, paint, etc. The hall floors may not be painted.

3.2.6 Protective barriers ('wave breakers')

If standing room for visitors is planned in front of stage areas at concert events, the standing room for visitors is to be separated from the stage area by barriers such that an aisle 2 m wide is left between the stage area and the barriers for use by public order and rescue staff. If standing room for more than 5,0000 visitors is planned in front of stage areas at concert events, standing areas accessible from the side only are to be formed by the positioning of at least two further lines of protective barriers ('wave breakers') in front of the stage area. The protective barriers ('wave breakers') must be at least 5 m apart at the sides and at least 10 m away

from the stage area across its full width. Any possible exemption in individual cases affecting the set-up and arrangement of protective barriers ('wave breakers') is decided by Munich Fire Department on request. At concert events with standing room for less than 5,000 visitors, appropriate protective barriers ('wave breakers') are to be erected if this is required in accordance with the nature of the event notably in respect of the anticipated audience profile. The decision on this is taken by ICM on the basis of a risk assessment exercise insofar as no regulatory orders are issued. The cost of the provision, set-up and dismantling of protective barriers ('wave breakers') and of any exemption applications vis-à-vis the relevant authorities is payable by the organizer.

3.2.7 Glass

Safety glass only may be used for constructions made of glass. The edges of glass panes are to be processed or protected such that any risk of injury is ruled out. Building components made entirely of glass are to be marked accordingly at eye level.

3.2.8 Bolts, holes, nails

The mounting of bolts and anchorages, the hammering in of nails as well as the making and drilling of holes are all prohibited throughout the entire International Congress Center Munich. Shooting bolts is prohibited too.

3.3 Decorations, fittings, props

3.3.1 Decorations

Materials, decorations and curtains used to embellish the event must at least be made of extremely fire retardant materials (B1 as per DIN 4102 or at least class C as per EN 13501-1). Decorations in any necessary hallways, aisles and stairways (rescue routes) must be made of non-flammable materials (A as per DIN 4102 or A1 as per DIN EN 13501-1). Such materials as are used repeatedly are to be tested for their extreme fire retardance and, if necessary, reimpregnated. The presentation of an official test certificate concerning the materials and characteristics required may be requested.

All materials brought into the venue must be kept away from sources of ignition, spotlights and sources of heat such that they cannot be ignited by them. Decorations must be mounted directly on walls, ceilings or fittings. Decorations suspended (freely) in rooms are only allowed if they are at least 2.50 m above the floor and the effect of automatic fire-extinguishing facilities is not impaired. Decorations made of natural plants may only be used in rooms as long as they are fresh. Bamboo, reed, hay, straw, bark mulch, peat, (fir) trees without roots and similar materials do not meet the abovementioned requirements. ICM decides on any exceptions to the above in collaboration with Munich Fire Department.

The use of balloons filled with safety gas and other flying objects is subject to ICM's approval prior to the event.

3.3.2 Fittings

Such fittings as are components of stage areas such as wall, floor and ceiling elements must at least be made of extremely fire retardant materials. Appropriate certificates verifying the extreme fire retardance of such objects are to be presented to ICM on request.

3.3.3 Props

Props are items of furnishing used for stage areas. They must at least be made of normally flammable materials.

3.4 Special fire safety regulations

3.4.1 Naked flames, flammable liquids, gases, pyrotechnics

The use of naked flames, flammable liquids, gases, pyrotechnical objects, explosive and other easily ignitable materials is prohibited. The ban does not apply insofar as the use of such items is justified by the nature of the



event and the organizer has coordinated the necessary fire safety measures with ICM and Munich Fire Department in the individual case concerned. The use of pyrotechnical objects is subject to the approval of Munich Fire Department and must be supervised by a person qualified to do so in accordance with explosives legislation. Proof of ownership of the relevant permit, the certificate of competence, the insurance certificate (pyrotechnical liability coverage) and regulatory approval must be provided. The cost incurred for regulatory approvals and for the securing of the event for the use of pyrotechnical objects is payable by the organizer.

3.4.2 Candles, kitchen facilities and devices for keeping food hot

The use of candles and similar sources of light as table decorations and the use of naked flames in kitchen facilities intended for this purpose for preparing food are subject to the prior consent of ICM ("safely contained candlelight").

3.4.3 Flammable packaging materials

Flammable packaging materials are to be removed immediately from the place of assembly by the organizer. No packaging materials, waste or residual substances may under any circumstances be stored on or under stages, stands or platforms.

3.4.4 Vehicles with internal combustion engines

Vehicles with internal combustion engines in the International Congress Center Munich are subject to mandatory notification and approval vis-à-vis ICM at all times. To minimize the risk of fire as far as possible, the amount of fuel kept in the tank must be limited to the amount necessary. Further safety measures may be imposed.

3.4.5 Work involving fire, welding, abrasive cutting and heat

All types of work involving fire and heat are prohibited in the International Congress Center Munich. Exceptions to this are allowed subject to ICM's prior written consent only.

3.5 Work safety, health and environmental protection

ICM considers itself to be committed to the protection of the health of all persons present in the International Congress Center Munich and on the grounds of the New Munich Trade Fair Center and to preventive environmental protection. The organizer is to ensure that all regulations concerning work safety as well as health and environmental protection are complied with in a binding manner by its contractors and business partners too.

3.5.1 Work safety

All set-up and dismantling work is to be carried out in compliance with the statutory work safety regulations and accident prevention provisions applicable at the time, notably those set out under UVV BGV A1 and UVV BGV C1. The organizer and the companies appointed by it are responsible for compliance with the accident prevention provisions and work safety regulations. The organizer and the companies appointed by it are to ensure above all that other persons present in the place of assembly are not put at risk by their set-up and dismantling work. Insofar as this is necessary, the organizer is to ensure that the various work activities are mutually coordinated. If this is not possible, it is to suspend the work concerned temporarily and report to ICM.

3.5.2 Volume level, hearing protection

Organizers of music performances at which high sound pressure levels (volume levels) are anticipated are responsible for checking whether and, if so, which preventive measures are required to avoid harm to the audience. They are to implement the measures required autonomously. The organizer is by way of the appropriate restriction of volume to ensure that visitors and third parties are not injured during the event ("sudden deafness, etc."). As a generally accepted technical regulation, DIN 15 905-5 "Event technology sound engineering" includes part 5 "Measures to prevent the risk of hearing loss of the audience by exposure to high sound pressure levels from electroacoustic sound systems". This is to be complied with by the organizer.

Moreover, the organizer is to have a sufficient number of hearing protection aids (e.g. ear plugs) available and to provide them to visitors on request if it cannot be reliably excluded that visitors may be injured by excessive sound pressure levels. This should be pointed out to visitors in a clearly recognizable manner in the entrance area of the place of assembly.

3.5.3 Laser systems

The operation of laser systems is subject to mandatory notification and must be registered with ICM. Laser systems must comply with the requirements set out in DIN EN 60825-1 "Safety of laser facilities". Class 3b and 4 laser systems are to be registered with the relevant authority (Work Safety Department) prior to initial operation and tested by a publicly appointed and accredited expert for their technical safety. The test certificate is to be presented to ICM prior to the event. The written appointment of a laser protection officer present on site is to be attached to the notification.

3.5.4 Smoking ban

In Bavaria, the Health Safety Act is in force. It is the duty of the organizer to find out whether and to what extent the non-smoker protection regulations of the Health Safety Act apply to the event in the International Congress Center Munich or on the grounds of the New Munich Trade Fair Center.

3.5.5 Handling of waste

In accordance with the principles of the Recycling and Waste Management Act (KrW-/AbfG), the accumulation of waste during the set-up and dismantling periods and the event itself is to be avoided as far as possible. Such waste as cannot be avoided is to be disposed of in an environmentally compatible manner (recycling rather than mere disposal).

In accordance with City of Munich regulations, commercial waste may only be disposed of at municipal dumps and waste incineration plants if it has been separated into the various waste groups. Recyclable materials must be handed in for recycling. Special waste is not accepted and must be disposed of via special companies. All waste generated at the International Congress Center Munich and on the grounds of the New Munich Trade Fair Center must therefore be collected in separate containers from the outset or arduously separated into recyclable, incinerable and other waste groups after the event: The organizer is obliged to contribute to this effectively. The organizer is to ensure that all such materials (decorations, packaging, etc.) as well as all such fittings and structures as are brought on to the grounds of the place of assembly are removed completely after the end of the event. Only such substances and materials as cannot be re-utilized (and, as such, can be considered to be waste), are to be disposed of via ICM's waste disposal system subject to payment of a charge. Any special waste (waste subject to special supervision) generated is to be reported immediately to ICM and separate disposal thereof arranged via ICM's accredited service companies.

3.5.6 Waste water

The disposal of solid or liquid waste via the waste water system (toilets, drains) is strictly prohibited. If mobile catering facilities are used, all grease and oil must be collected and disposed of separately. Cleaning work must be conducted with biodegradable products at all times.

3.5.7 Environmental damage

Environmental damage/pollution on the site (e.g. due to the leakage of gasoline, oil, hazardous substances) is to reported to ICM immediately.

3.5.8 Noise protection for local residents

No unreasonable noise disturbance due to the event may be suffered by local residents in the vicinity of the place of assembly. At music events and events generating high noise levels, outer windows and doors are to be kept closed. On working days prior to 7:00 am and after 6:00 pm as well as on Sundays and public holidays, activities generating noise are to be avoided. Any violation of the above can result in the limitation of set-up and dismantling work as well as of the event itself.



3.5.9 Environmentally compliant behavior

At the International Congress Center Munich and on the grounds of the New Munich Trade Fair Center, such materials and products as are characterized by their durability, repair friendliness, re-usability and recyclability, as produce less waste or waste that is easier to dispose of as compared with other materials and products and/or as are made of residual materials or waste should be used to the greatest possible extent. No non-recyclable crockery should be used for catering purposes. Beverages should be sourced as far as possible in recyclable containers. Should however non-recyclable crockery be used in exceptional circumstances, it should only be made of such materials as rot without impacting the ground water negatively or as can be burned in waste incinerators without producing residues harmful to the environment.

Messe München GmbH House Rules and Usage Regulations for the Trade Fair Center and Site (NEW MUNICH TRADE FAIR CENTER)

§ 1 Object of regulations

- Messe München GmbH (MMG) exercises its domestic authority throughout the entire trade fair center and site, including the ICM, the Trade Fair Administration Building and the on-site premises of the service companies.
- 2. The House Rules and Usage Regulations apply to all persons at the trade fair center and on its grounds, whatever the reason for their stay.
- 3. MMG is entitled to exercise its domestic authority in the case of any breach of the House Rules and Usage Regulations for the Trade Fair Center and Site, or if MMG's domestic authority is infringed in any other way.

§ 2 Halls and outdoor area

- 1. The halls and outdoor area of the trade fair center are not publicly accessible.
- 2. Entry to events is only open to those persons admitted by MMG or the respective organizer of the event. At MMG events only those persons who have a valid exhibitor or service pass or a valid entry ticket may be present in the halls or the outdoor area of the trade fair center.
- 3. Visitors to events only have access to the halls and to the outdoor area of the trade fair center during the opening times of the events and must leave the halls and outdoor area at the end of those opening times.
- 4. During the night-time closure period, only those persons with special permission from MMG may be present in the halls or the outdoor area. During the events themselves, night-time closure period begins one hour after the event has ended and lasts until one hour before it reopens. At times when no event is being held, the night-time closure period extends from 7 pm to 8 am. MMG reserves the right to impose special regulations notably for stand set-up and dismantling periods.
- 5. MMG is entitled to impose a fine of EUR 25 for those entering the halls or outdoor area of the trade fair center in breach of the regulations set out under section 2 items 2-4.

The Technical Guidelines applicable to the halls and outdoor area are binding in the version valid at the given time.

§ 3 Behavior at events

- 1. Taking photographs and filming as well as the production of sound or video recordings and drawings, in particular of exhibition stands and exhibits, is not permitted in the halls or outdoor area. This ban also applies as a general rule to those wishing to take photographs, make film, sound or video recordings or prepare drawings to protect their own rights. An exception to this ruling can only be made if the persons affected declare their consent in writing or if a court order has been issued substituting the consent of the persons affected.
- 2. The ban according to section 3 item 1 does not apply to the press and TV companies engaged in their general reporting activities in the halls or outdoor area.
- 3. Distributing printed matter, attaching advertising stickers or posters or the unauthorized use of advertising carriers in the halls and the outdoor area is not permitted unless MMG has given its prior consent in writing. A separate ruling applies to exhibitors referring exclusively to exhibition stands.
- 4. Visitors to events at the trade fair center are not permitted to advertise for their own or third-party interests. Visitors are moreover forbidden to call a boycott at events for whatever reasons, or to hold demonstrations of any kind, e.g. of a political, religious or ideological nature.



§ 4 Vehicle access

- 1. Vehicle access to the trade fair center is only granted to drivers with a valid entry permit from MMG. MMG issues access permits in the form of entry passes or temporary permits which allow vehicle access to the trade fair center for one hour only at times prescribed by MMG. MMG issues temporary permits only upon payment of a deposit which is forfeited if the vehicle is on site for more than one hour. MMG is entitled to demand payment before an entry pass or temporary permit is issued.
- 2. During event set-up and dismantling periods, vehicle access to the trade fair center yards is granted for loading and unloading purposes only.
- 3. When an event is taking place, it is generally prohibited to access with a vehicle that part of the trade fair center where the event is being held. MMG can make exceptions to this rule and issue temporary permits in accordance with section 4 item 1.
- 4. The entry permit must be displayed clearly behind the windscreen of the vehicle in question. The driver of a vehicle for which a permit has been issued must abide strictly by the rules pertaining to the entry pass or temporary permit. The entry pass or temporary permit must be handed back to MMG or its security personnel upon demand at any time. It is valid only for the vehicle for which it was issued.
- 5. Driving in vehicles of any kind at the trade fair center is at the driver's own risk.
- 6. The speed limit for vehicles at the trade fair center is 20 km/h. Insofar as driving at the trade fair center is permitted during events, drivers must drive at walking pace. Pedestrians must be treated with the greatest care.
- 7. In the absence of any provisions to the contrary in these House Rules and Usage Regulations, the requirements of the German Road Traffic Act apply appropriately.

§ 5 Trade Fair Administration Building

- The Trade Fair Administration Building is not a public building. Access to the Trade Fair Administration Building is decided by MMG.
- 2. All those present in the Trade Fair Administration Building are to give due consideration to others working there.

§ 6 General behavior

- 1. It is not permitted to stay overnight at the trade fair center.
- 2. Animals may be brought into the trade fair centre with MMG's consent only. If permission is granted, the person bringing the animal into the trade fair center must ensure that no danger or disadvantage arises for MMG or third parties. Dogs must be fitted with a muzzle. Animals may not be allowed to run around unchecked.
- 3. Any soiling or environmental polluting of the trade fair center and its grounds is prohibited.
- 4. No begging or hawking at the trade fair centre is allowed. Notwithstanding the right to take part in an event at the trade fair center as an exhibitor or a visitor, no commercial activity is permitted at the trade fair center without the prior written permission of MMG.
- 5. Weapons and objects or substances of any kind subject to mandatory registration may not be brought into the trade fair center unless MMG has given its written permission.
- 6. Climbing over barriers or walking on garden areas is prohibited.

Messe München GmbH House Rules and Usage Regulations for the Trade Fair Center and Site (NEW MUNICH TRADE FAIR CENTER)

Messe München ICM International Congress Cen

- 7. Events of the kind described in the law governing public gatherings, processions (Public Assembly Act) and other demonstrations are not permitted at the trade fair center.
- 8. MMG is entitled to search the bags and other containers as well as clothing of persons entering the trade fair center. MMG is entitled to forbid those accessing certain events or certain areas of the trade fair center to take bags or similar containers with them.
- 9. Children and young people under the age of 14 may only access the trade fair center if accompanied by a person having parental control over them unless they can prove that they themselves are independently carrying out a commercial activity or are representing a commercial activity and are entitled to do so..
- 10. All persons at the trade fair center must follow the instructions of MMG staff or the security personnel engaged by MMG without delay.

§ 7 Liability and concluding provisions

- 1. MMG is only liable for damage attributable to wilful or grossly negligent behavior on its part or that of its legal representatives or agents in performance.
- 2. The individual provisions set out in these House Rules and Usage Regulations are intended to be effective individually in their own right. If one provision is or becomes invalid, the validity of the other provisions is not affected by this..

Messe München GmbH Messegelände D-81823 Munich