

General Terms and Conditions for GREENTECH FESTIVAL Partners and Exhibitors

§ 1 Scope of application, conclusion of contract, definitions

1. The Greentech Show GmbH (hereinafter: "GREENTECH FESTIVAL"), represented by the managing directors Judith Kühn-Gerres, Sven Krüger, Marco Voigt, Münzstraße 15, 10178 Berlin, organises a conference, the Green Awards, a concert and an exhibition as a physical, virtual or physical-virtual (hybrid) event (hereinafter: "Events" or "Event") under the umbrella of "GREENTECH FESTIVAL". It offers space for mutual exchange on innovative ways out of the climate crisis and the latest technologies for a sustainable way of living.
2. The GREENTECH FESTIVAL offers various partner and exhibitor packages per festival (e.g. a basic leaf stand or shared stand). The creation of individual partner packages is possible upon request. Booking requests for a partner or exhibitor package can be made in writing or in text form (e.g. by e-mail). As the number of partner and exhibitor packages is limited in some cases, offers to book a partner or exhibitor package are always subject to change and non-binding. A legally binding contract (hereinafter: "event contract") between the GREENTECH FESTIVAL and the booking company (hereinafter: "GREENTECH FESTIVAL partner or exhibitor") for a partner or exhibitor package for an event is only concluded upon confirmation of the booking request by the GREENTECH FESTIVAL.
3. These General Terms and Conditions (hereinafter: "GTC") are the basis and an essential part of the event contract. These GTC apply exclusively. Conflicting, deviating or supplementary conditions of the GREENTECH FESTIVAL Partner or Exhibitor shall not apply and are hereby excluded. Such conditions of the GREENTECH FESTIVAL partner or exhibitor shall not become part of the contract even if GREENTECH FESTIVAL does not expressly object to them, accepts payments from the GREENTECH FESTIVAL partner or exhibitor without reservation or provides the services without objection. This also applies in the event that the GREENTECH FESTIVAL Partner or Exhibitor has prescribed a special form for the objection.
4. These General Terms and Conditions shall only apply to companies within the meaning of § 14 of the German Civil Code (BGB), legal entities under public law or special funds under public law.
5. If GREENTECH FESTIVAL and the GREENTECH FESTIVAL partner or exhibitor (hereinafter: "the parties") agree to deviating conditions in the event contract, these shall take precedence over those provisions of these GTC from which they actually deviate. The remaining provisions of these GTC shall remain unaffected by this and shall apply accordingly.

§ 2 Performance obligations GREENTECH FESTIVAL

1. The scope and nature of the services to be provided by the GREENTECH FESTIVAL are set out in the event contract. The parties may only agree to changes to the individual services by mutual consent in text form or in writing. Services outside the event contract are not applicable. Verbal agreements are only valid if they are confirmed in writing or in text form by both parties.
2. GREENTECH FESTIVAL shall be entitled to determine the manner in which the service is provided at its own appropriate discretion. In particular, it shall be entitled to commission third parties with the provision of the agreed service.
3. The GREENTECH FESTIVAL shall not be obliged to provide the services of the event contract if the provision of services is legally or factually impossible or impractical (e.g.: required consent for image/video recording is not available / partner or exhibitor package is booked at a time when the last event mailing has already been carried out). In other cases, the GREENTECH FESTIVAL shall be entitled, with regard to the services agreed in the event contract and taking into account the interests of the GREENTECH FESTIVAL partner or exhibitor, to provide substitute services of its own choice which are based on the originally envisaged contractual service content. The GREENTECH FESTIVAL will inform the GREENTECH FESTIVAL partner and exhibitor of the form of the substitute service.
4. The GREENTECH FESTIVAL is not obliged to meet the further communicative goals which the GREENTECH FESTIVAL partner or exhibitor pursues after the conclusion of the event contract. In particular, GREENTECH FESTIVAL does not guarantee a specific minimum number of participants. Information on the number and type of event participants in the event contract is based on empirical values and are merely estimates and not binding in character.
5. The designations of individual services used in the event contract are working titles. GREENTECH FESTIVAL accordingly reserves the right to change the designation of the event or individual components thereof (e.g. Leafs, stages, programme items) in the course of the contract period.

§ 3 Terms of payment

1. The GREENTECH FESTIVAL partner or exhibitor undertakes to pay the remuneration agreed in the event contract plus statutory VAT to GREENTECH FESTIVAL without deduction within 14 days of receipt of a corresponding invoice (hereinafter referred to as the "event amount"). If fees or currency differences are incurred in the case of payments from abroad, these shall be borne by the GREENTECH FESTIVAL partner or exhibitor.
2. Unless otherwise agreed in the event contract, the parties shall bear their own travel and accommodation costs and other expenses incurred in the performance of the event contract.
3. If the invoice address differs from the contractual address, if additional information is required for invoicing (cost centre, order number, etc.) or if electronic invoicing is possible, the partner or exhibitor must inform GREENTECH FESTIVAL of this information.
4. Complaints about invoices can only be considered if they are made in writing to the GREENTECH FESTIVAL within 14 days of the invoice being issued.
5. Transfer of claims against the GREENTECH FESTIVAL is not permitted. The offsetting of claims is only permitted in the case of undisputed or legally established counterclaims.
6. The GREENTECH FESTIVAL reserves the right to exercise the lessor's lien to secure its claims. The GREENTECH FESTIVAL shall only be liable for damage to the pledged goods in the event of intent and gross negligence.

The GREENTECH FESTIVAL will use the event amount to cover the costs of the event. The GREENTECH FESTIVAL partner or exhibitor has no claim to the return of payments made or to the disbursement of any investment income accrued, unless otherwise stipulated in the event contract. Interest and other investment income from the event amount paid shall also be used to cover the costs incurred.

§ 4 Duties of cooperation for GREENTECH FESTIVAL partners and exhibitors

1. Free tickets provided to the GREENTECH FESTIVAL partner or exhibitor lose their validity if they are not redeemed in the online ticket shop at least two weeks before the start of the event.
2. The GREENTECH FESTIVAL partner or exhibitor is entitled at any time to waive the use of the services agreed in the event contract and the rights granted to him. In this case, he shall inform GREENTECH FESTIVAL in writing (e.g. by letter, fax or email) without delay, but in any case no later than three weeks before the start of the event. The waiver of services and rights shall not affect the payment obligations of the GREENTECH FESTIVAL partner or exhibitor.

§ 5 Special Conditions for Exhibition Space

1. If the event contract includes the provision of exhibition space on site as a service by GREENTECH FESTIVAL, the following regulations shall apply:
2. The GREENTECH FESTIVAL will determine the thematic and local positioning of the contractually agreed exhibition space and inform the GREENTECH FESTIVAL partner or exhibitor of this in good time before the start of the event. Preferred placements will be taken into account as far as possible. However, the GREENTECH FESTIVAL partner or exhibitor has no claim to the allocation of a specific exhibition space.
3. The GREENTECH FESTIVAL partner and exhibitor must complete the exhibition space provided by the opening of the respective event and return it immediately after the end of the event in the condition in which it was handed over. All applicable regulations and provisions, in particular safety and fire protection regulations and the applicable hygiene concept, must be complied with during construction and stand design.
4. An exchange of the allocated exhibition space with another GREENTECH FESTIVAL partner or exhibitor and/or a partial or complete transfer of the exhibition space to third parties is not permitted without the corresponding consent of the GREENTECH FESTIVAL.
5. The inclusion of sub-exhibitors or additionally represented companies on the exhibition space by the GREENTECH FESTIVAL partner or exhibitor is subject to approval. The GREENTECH FESTIVAL Partner or exhibitor is liable for compliance with the obligations concerning him by the third party or parties.
6. If GREENTECH FESTIVAL makes the stand available, structural changes to the stand, including the equipment (sticking, painting, etc.) may not be made. If necessary, assembly work may be carried out by the GREENTECH FESTIVAL or by the stand construction companies engaged by it, subject to a separate charge, but in any case only after prior agreement with the GREENTECH FESTIVAL.

7. Objects belonging to the GREENTECH FESTIVAL partner or exhibitor will be sent to the stand by the partner or exhibitor at his own expense, properly and professionally erected there and dismantled and collected again within the time agreed in the event contract.
8. The exhibition space allocated to the GREENTECH FESTIVAL partner or exhibitor must be properly occupied with exhibition goods and operated by competent personnel for the entire duration of the event within the agreed opening hours. Premature dismantling of the stand before the end of the event is not permitted. Goods or items from the Exhibition may only be removed with the prior consent of the GREENTECH FESTIVAL. The same applies to the replacement of exhibition goods; this can only take place with the written consent of the GREENTECH FESTIVAL one hour before the start and one hour after the end of the opening hours.
9. Presentations and advertising measures may only take place in the allocated exhibition space and must be arranged in such a way that visual and acoustic nuisances to neighbouring stands or obstructions to the stand and aisle areas do not occur.
10. In the event of infringements, the GREENTECH FESTIVAL shall be entitled to prohibit the measures and to terminate the event contract without notice in the event of a further infringement. Payment obligations shall nevertheless remain in force in this case.
11. If the GREENTECH FESTIVAL partner or exhibitor culpably violates the above-mentioned regulations (paras. 2-8), the GREENTECH FESTIVAL may, after issuing an unsuccessful warning, claim a contractual penalty amounting to 25 percent of the remuneration per day of the event.
12. GREENTECH FESTIVAL shall be entitled to remove exhibits from the exhibition area or have them removed if their display contradicts the event programme and/or the agreements in the event contract, violates competition regulations or the property rights of third parties, proves to be a nuisance or dangerous or is incompatible with the event objective. Price quotations are also inadmissible, as are references to suppliers and exhibits sold. Unit and retail sales of goods and services during the duration of the event are not permitted. The right to conclude contracts at the event remains unaffected by this, as long as the handover of the goods or provision of the service as well as their payment - regardless of their form - only takes place after the end of the event.
13. The GREENTECH FESTIVAL partner or exhibitor must ensure that copyrights and other industrial property rights of the exhibits are protected.

§ 6 Use of the logo, property rights

1. In order to fulfil the performance obligations arising from the event contract, the GREENTECH FESTIVAL partner or exhibitor grants the GREENTECH FESTIVAL the non-exclusive, time-limited, transferable right to affiliated companies within the meaning of §§ 15 ff. AktG (German Stock Corporation Act) and subcontractors, unlimited in terms of territory, free of charge and revocable with a notice period of two weeks, to use its name, company name, company image and company logo (hereinafter: "subject of the licence") in connection with the promotion and implementation of the event for the duration of this contract and a reasonable period of follow-up reporting, but for no longer than twelve months after the end of the event. The use for documentary purposes is not limited in time. This right of use includes in particular the reproduction, distribution and making available to the public of the subject of the licence.
2. The GREENTECH FESTIVAL will not make any changes to the subject of the licence that go beyond proportional scaling without the prior permission of the GREENTECH FESTIVAL partner or exhibitor.
3. The GREENTECH FESTIVAL Partner or exhibitor shall indemnify GREENTECH FESTIVAL against all claims by third parties on account of the use of the subject of the licence, provided that the use of the subject of the licence was in accordance with the provisions of the event contract. The GREENTECH FESTIVAL partner or exhibitor shall support GREENTECH FESTIVAL in the extrajudicial and judicial defence of the claims asserted, in particular provide the documents required for this purpose and make the necessary declarations, as well as reimburse all damages incurred by GREENTECH FESTIVAL, as well as reasonable costs and expenses, including legal defence costs.
4. The GREENTECH FESTIVAL will, among other things, make or have made commercial image and video recordings of the event and, if applicable, of individual exhibition areas in order to fulfil its obligations arising from the event contract and use these for marketing purposes. If this affects the property rights of the GREENTECH FESTIVAL partner or exhibitor, the latter agrees to the aforementioned recording and use thereof.
5. A recording of the event, e.g. on audio or video tape, is not permitted.

§ 7 Photo, video and sound recordings

1. Within the scope of the event, the GREENTECH FESTIVAL or third parties commissioned by the GREENTECH FESTIVAL will make photo and/or video recordings directly outside and inside the event rooms for the purpose of documenting the event. These recordings will be used by the GREENTECH FESTIVAL for its own marketing purposes, among others, and will be used on television, the internet (e.g. on the organiser's websites and in social networks) and radio as well as at other GREENTECH FESTIVAL trade fairs, festivals and events.
2. By concluding the contract, the partner or exhibitor agrees to the photographic and/or video recordings referred to in paragraph 1 (and to the processing of any personal data concerned) and allows the GREENTECH FESTIVAL irrevocably, free of charge and exclusively, to use the recordings as well as adaptations thereof spatially and temporally unrestricted for the GREENTECH FESTIVAL's own purposes as often as desired, in whole or in part, in particular for the purpose of advertising the GREENTECH FESTIVAL and products/services/events offered by the GREENTECH FESTIVAL on television, the internet and radio, regardless of the technical transmission method (including live streaming), the type of reception and terminal device, including on the GREENTECH FESTIVAL's website, on social media channels (e.g. on Instagram or Twitter), on video platforms (e.g. Youtube), as part of commercials and image films, for advertisements in affiliate links, in print media, on posters, on flyers, and in electronic and postal advertising letters, or to have them used by third parties on behalf of the GREENTECH FESTIVAL. In particular, the GREENTECH FESTIVAL is entitled to distribute the recordings, to reproduce them publicly, especially at trade fairs, festivals and similar events, to feed them into databases, especially on the Internet, to make them public, to broadcast them, to exhibit them and to make them publicly accessible via the Internet, as well as to make them available to third parties for use in connection with the GREENTECH FESTIVAL.
3. The GREENTECH FESTIVAL has the right to archive the recordings in digital and/or analogue form, irrespective of the permission granted in accordance with Paragraph 2. In addition to its own documentation purposes, archiving serves the purpose of prosecuting any infringements of image rights committed by third parties.
4. Partners, exhibitors and visitors also have the right to create and use image and sound recordings for documentary purposes, partners and exhibitors hereby agree to this. Commercial, promotional use requires the express permission of GREENTECH FESTIVAL.

§ 8 Copyright

1. The event documents are protected by copyright and may only be used for the personal use of the GREENTECH FESTIVAL partner or exhibitor. Duplication, dissemination, processing, public reproduction of any kind or disclosure to third parties in whole or in part is strictly prohibited and requires the prior written consent of the GREENTECH FESTIVAL.
2. Sound and/or video recordings and/or descriptions of the event, the event results as a whole or in significant parts are not permitted without the express permission of the GREENTECH FESTIVAL.
3. Should the GREENTECH FESTIVAL partner or exhibitor himself provide documents online, the GREENTECH FESTIVAL accepts no responsibility for the content, completeness, correctness or quality of the documents provided. The GREENTECH FESTIVAL partner or exhibitor is solely liable for the content as well as for damages resulting from the use of such information and online links.

§ 9 Advertising

1. Advertising of any kind is only permitted within the exhibition area/stand for the GREENTECH FESTIVAL partner's or exhibitor's own company and only for the exhibition goods manufactured or distributed by him.
2. Loudspeaker advertising, photo or film presentations and show interludes require the written consent of the GREENTECH FESTIVAL. The same applies to the use of other devices and equipment intended to achieve an increased advertising effect in a visual and acoustic manner. Political advertising is not permitted.

§ 10 Co-sponsoring

The GREENTECH FESTIVAL is entitled to conclude contracts with other partners or exhibitors in the industry for the event. The GREENTECH FESTIVAL partner or exhibitor has no right to exclusivity.

§ 11 Confidentiality

The parties are obliged to maintain secrecy about all confidential information for a period of two years after conclusion of the event contract. The contents of the event contract as well as all information which is marked as confidential, which contains company and business secrets or which is of a confidential nature from the point of view of a reasonable third party shall be deemed to be confidential. The Partner undertakes to oblige its employees, bodies and other agents to maintain confidentiality. Information is not confidential if it is already in the public domain or has been expressly exempted from confidentiality in writing by the party from whose domain it originates. Information that the receiving party must disclose due to legal, judicial or official order is also excluded from the obligation to confidentiality.

§ 12 Data protection

When a booking request is made to the GREENTECH FESTIVAL, data relating to the GREENTECH FESTIVAL partner or exhibitor, in particular contact details, will be collected and stored. The GREENTECH FESTIVAL will use the personal data collected in the course of the booking, insofar as this is necessary for the execution of the contract and insofar as the GREENTECH FESTIVAL partner or exhibitor has separately consented to this - for marketing and advertising purposes. Transmission to third parties may be necessary for this purpose. The GREENTECH FESTIVAL shall not be liable for any infringements by third parties.

§ 13 Withdrawal

1. The GREENTECH FESTIVAL is entitled to withdraw from the contract if
 - a) the full agreed amount has not been received by the date specified in the invoice at the latest and the GREENTECH FESTIVAL partner or exhibitor does not pay even after expiry of a grace period set for him, but before the event;
 - b) the stand/exhibition space is not recognisably occupied in good time, i.e. at least 24 hours before the official opening of the event;
 - c) the GREENTECH FESTIVAL partner or exhibitor violates the house rules and does not cease his behaviour even after receiving a warning;
 - d) the conditions for the granting of admission in the person of the registered GREENTECH FESTIVAL partner or exhibitor no longer exist or the GREENTECH FESTIVAL subsequently becomes aware of reasons, the timely knowledge of which would have justified non-admission. This applies in particular in the event of the opening of bankruptcy or composition proceedings and the occurrence of insolvency on the part of the GREENTECH FESTIVAL partner or exhibitor. The GREENTECH FESTIVAL partner or exhibitor must inform the GREENTECH FESTIVAL immediately of the occurrence of these events.
2. GREENTECH FESTIVAL may assert claims for compensation in the above cases.
3. A refund of the event amount will only be made if the agreed services have already been provided.

§ 14 Term and termination

1. The event contract ends after the conclusion of the event. The provisions of the event contract that expressly or tacitly apply beyond the termination (e.g. on the duration of logo use, on confidentiality) remain unaffected by this.
2. An ordinary termination is excluded. The right to extraordinary termination for good cause remains unaffected. Good cause shall be deemed to exist in particular if (a) a party has culpably breached its material obligations under the event contract or statutory provisions which are of direct or indirect significance for the performance of the Event Contract ("cardinal obligation", obligation the fulfilment of which is a prerequisite for the proper performance of the contract and compliance with which the contractual partner regularly relies on and may rely on) and fails to remedy the breach within the set period despite a warning with a reasonable deadline. A prior warning shall not be required (a) if it is futile and unreasonable for the party entitled to termination, b) if insolvency proceedings are opened against the assets of a party or the application for the opening of insolvency proceedings is rejected due to lack of assets, c) if the GREENTECH FESTIVAL does not appear to have secured the economic viability of the event, in particular if insufficient sponsors have booked a partner or exhibitor package, and the GREENTECH FESTIVAL refrains from staging the event at its reasonable discretion and taking into account the justified interests of the GREENTECH FESTIVAL partner or exhibitor up to four weeks before the start of the event, d) in the event of force majeure. Force majeure shall be deemed to exist, among other things, if, notwithstanding official prohibitions or instructions, the risk-free execution of the event can no longer be guaranteed or the purpose of the event

can no longer be achieved (e.g. floods, storms, political unrest, riots, danger of the spread of communicable diseases, occurrence of a political crisis situation, cancellation of important speakers, nationwide strikes).

3. The GREENTECH FESTIVAL is entitled to relocate, adjust and temporarily close or cancel the event in whole or in part for good cause and will inform the GREENTECH FESTIVAL partner or exhibitor immediately of any planned changes. In the event of a major adjustment, closure or cancellation of the event, the GREENTECH FESTIVAL partner or exhibitor has the right to terminate the event contract extraordinarily in writing within two weeks of notification of the change. Termination is excluded if the adjustment, closure or cancellation of the event occurs after the start of the event or if the GREENTECH FESTIVAL is not responsible for it. If the GREENTECH FESTIVAL partner or exhibitor does not make use of his right to extraordinary termination, the event contract shall be deemed to have been concluded for the modified duration or adjusted event.
4. The notice of termination must be in text form.
5. In the event of a refund of the event amount paid by the partner or exhibitor, any monetary benefits from services already provided by the GREENTECH FESTIVAL must be deducted. Furthermore, the GREENTECH FESTIVAL is not obliged to refund the event amount of the GREENTECH FESTIVAL partner or exhibitor in whole or in part if the GREENTECH FESTIVAL has already spent or undertaken to pay this amount in whole or in part in reliance on the actual staging of the event. If the extraordinary termination is due to reasons for which the GREENTECH FESTIVAL partner or exhibitor is responsible, the event amount will not be refunded. Any further claims for damages by the GREENTECH FESTIVAL remain unaffected.
6. Instead of closing / cancelling the event, the GREENTECH FESTIVAL is entitled to hold the event in a different format than planned (for example in an online format). In this case, the event amount shall only be refunded to the extent that agreed services cannot be provided by the GREENTECH FESTIVAL due to the changes.

§ 15 Liability

1. The GREENTECH FESTIVAL shall be liable without limitation in accordance with the statutory provisions a) for injury to life, body and health caused by a negligent or intentional breach of duty on the part of the GREENTECH FESTIVAL, its legal representatives or vicarious agents, b) for damages arising from the Product Liability Act and c) for damages caused by intent or gross negligence or in the case of a guarantee.
2. The GREENTECH FESTIVAL shall only be liable for slight negligence if an obligation is breached, compliance with which is of particular importance for achieving the purpose of the event contract ("cardinal obligation"). These are obligations the fulfilment of which is essential for the proper performance of the event contract and on the observance of which the GREENTECH FESTIVAL partner or exhibitor regularly relies and may rely. This liability is limited to the contract-typical and foreseeable damage.
3. Any further liability of the GREENTECH FESTIVAL is excluded; this also applies to tortious claims or claims for reimbursement of futile expenses instead of performance. Insofar as the liability of the GREENTECH FESTIVAL is excluded or limited, this shall also apply to the personal liability of its legal representatives, employees or third party contractors.
4. In all other respects are damages arising from the travel to and departure from the event, excluded.
5. The GREENTECH FESTIVAL Partner or Exhibitor shall indemnify GREENTECH FESTIVAL against any claims made by third parties in connection with the event contract, including all related costs, unless such claims are based on gross negligence or willful misconduct on the part of GREENTECH FESTIVAL. The GREENTECH FESTIVAL partner or exhibitor shall assist GREENTECH FESTIVAL in defending the claims asserted in and out of court and shall reimburse all damages incurred by GREENTECH FESTIVAL, as well as reasonable costs and expenses, including legal defence costs.
6. All contractual and legal claims of the GREENTECH FESTIVAL partner or exhibitor against the GREENTECH FESTIVAL are subject to a limitation period of 12 months, unless they are based on an intentional act of the legal representatives of the GREENTECH FESTIVAL, their third party contractors or their employees. The same applies to direct claims against the aforementioned persons.
7. The GREENTECH FESTIVAL partner or exhibitor is obliged to take out liability insurance for personal injury and financial loss for the duration of the event and to provide proof of this to GREENTECH FESTIVAL upon request. Insofar as damage occurs to the items provided by the GREENTECH FESTIVAL during the term of the event contract, the GREENTECH FESTIVAL partner or exhibitor shall be liable for the costs of restoring the condition that existed at the start of the contractual relationship.

§ 16 Final provisions

1. Amendments and supplements to the event contract must be made in text form in order to be effective.
2. The GREENTECH FESTIVAL reserves the right to amend these GTC. In the event of a substantial amendment to the GTC, GREENTECH FESTIVAL will notify the GREENTECH FESTIVAL partner or exhibitor of the amendments to the GTC in text form (e.g. by email) ("amendment notification"). The amendments shall become effective for the GREENTECH FESTIVAL partner or exhibitor and the event contract shall be continued under the amended conditions if the GREENTECH FESTIVAL partner or exhibitor does not object to these amendments within two (2) weeks after receipt of the Amendment Notification by notifying the GREENTECH FESTIVAL partner or exhibitor in text form. In the event of an objection, both parties shall be entitled to extraordinary termination. The provisions regarding the consequences of termination pursuant to § 9 shall apply accordingly. The GREENTECH FESTIVAL will draw the attention of the GREENTECH FESTIVAL partner or exhibitor to the aforementioned consequences of failure to object in the notification of change.
3. The legal relations of the parties arising from or in connection with the event contract shall be governed exclusively by the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11.4.1980 (UN Sales Convention). The place of jurisdiction is Berlin.
4. Unless otherwise agreed, the place of performance and fulfilment shall be the registered office of the GREENTECH FESTIVAL.
5. In the event that one of the provisions of the event contract is or becomes void, invalid or unenforceable, this shall not affect the validity of the event contract as a whole or the remaining provisions.
6. Without prejudice to the intention of the parties to leave the validity of the event contract as a whole and of the remaining provisions unaffected, the parties undertake to replace void, invalid or unenforceable provisions with provisions that come as close as possible to the meaning and purpose of the void, invalid or unenforceable provision, taking into account the statutory provisions. The same shall apply in the event that the event contract, including its components and fundamentals, proves to be incomplete. In this case, the provision that would have been agreed by the parties if they had taken the missing provision into account from the outset when concluding the Event Contract shall apply.
7. The sole place of jurisdiction for all disputes arising from this contractual relationship is the organiser's registered office, insofar as the partner is a merchant, a legal entity under public law or a special fund under public law or does not have a general place of jurisdiction in Germany or another EU member state or has transferred his place of residence abroad after these general terms and conditions have come into effect or his place of residence or usual place of abode is not known when legal action is brought.

Berlin, October 2021