

General Terms & Conditions of Business of Pro+Motion GmbH

Version of: December 2009

1. General

- 1.1. The following terms and conditions apply to all legal transactions with Pro+Motion GmbH, including future ones. These terms and conditions will apply even if they are no longer explicitly referred to in the further course of a business relationship.
- 1.2. The business activities of Pro+Motion GmbH include in particular the following services:
Advertising presentation/promotion of products, services and brands in the context of events [trips/concerts etc.] at extraordinary places/special locations; the planning/organisation/execution and management of such events as a total concept in Germany and abroad and the performance of various partial services/individual services, for example procuring visas, obtaining official permissions, booking hotel rooms/flights etc.
- 1.3. Pro+Motion GmbH will act
 - a) either as a direct contract partner [event organiser]
 - b) or as the vicarious agent of another event organiser [administering agency].
 These terms and conditions will apply to all the above mentioned legal structures unless the provisions below indicate otherwise.
- 1.4. General terms and conditions of business of Pro+Motion GmbH's contract partners will not apply if they are in conflict with the terms and conditions below. Such divergent conditions/provisions are hereby explicitly opposed.

2. Conclusion of contract

- 2.1. Conclusion of a contract for non-standardised services to be specially designed for the contract partner
A contract will be concluded with Pro+Motion GmbH when Pro+Motion GmbH – following a preliminary enquiry from the potential contract partner – submits a concrete written offer to the contract partner which is accepted in writing by the latter.
- 2.2. Conclusion of a contract for standardised services already fixed by Pro+Motion GmbH in accordance with the details in its catalogues and/or its website
The potential contract partner will offer Pro+Motion GmbH a binding, concluded contract by submitting its registration for an event and/or an order for a service. This binding offer will extend to all persons also listed as participants in the registration, for whose contractual obligations the registering/ordering contract partner will take responsibility as for its own obligation/account. The contract will be formed by a written declaration of acceptance (order confirmation) from Pro+Motion GmbH.
- 2.3. Verbal orders placed with Pro+Motion GmbH by contract partners in the cases under 2.1. and 2.2., other agreements and subsidiary agreements as well as subsequent amendments to the contract will never be binding on Pro+Motion GmbH unless these have been confirmed in writing by Pro+Motion GmbH and/or the services on which such agreements are based are actually performed by Pro+Motion GmbH. In the latter case, the scope of performance will be determined by the services actually performed by Pro+Motion GmbH.

3. Content of services/reservation of right to make unilateral changes

- 3.1. The actual services of Pro+Motion GmbH will result from its written offer/the written contract [in cases as in 2.1. of these terms and conditions] or from the details in the catalogue and the order confirmation [in cases as in 2.2. of these terms and conditions]; in the latter cases, the content of the order confirmation will be decisive in the event of differences.
- 3.2. Pro+Motion GmbH will be entitled to change the services unilaterally for an important reason even after conclusion of the contract if this proves necessary, Pro+Motion GmbH is not responsible for the existence of the important reason and in addition the change is reasonable for the contract partner taking its interests into account.
Pro+Motion GmbH will undertake to keep the change to a minimum and to leave the overall character/overall design of the original service unchanged.
Pro+Motion GmbH will undertake to notify the contract partner immediately of the change in the service.
The contract partner will have the right to cancel the contract or to demand another service that is of at least equivalent value. The contract partner must exercise these rights immediately – but at the latest within a period of one week of receiving notice of the change. The contract partner will, however, only be entitled to the above-mentioned rights if the change is considerable and relates to a material contractual service. The right to another, at least equivalent service will also be conditional upon Pro+Motion GmbH being in a position to offer such a service from its range of services without added

cost to the contract partner. If the contract partner fails to exercise these rights within the set period, the contract will apply with the advised changed conditions and in so far the contract partner will be unable to assert warranty claims.

- 3.3. If Pro+Motion GmbH's contract partner desires a change in the overall originally agreed service or in individual elements of the service, Pro+Motion GmbH will examine without obligation whether it can implement such a change. If the changes are then implemented, the contract partner must bear the additional costs incurred as a result. Furthermore, the contract partner will owe Pro+Motion GmbH a processing fee of EUR 30.00. This processing fee will arise for each new change request made to and implemented by Pro+Motion GmbH.

4. Terms of payment

- 4.1. The terms of payment will result in cases as in 2.1. of these terms and conditions from Pro+Motion GmbH's written offer/the written contract.
- 4.2. Furthermore, Pro+Motion GmbH's invoices will be due immediately upon receipt of invoice and without deductions.
- 4.3. Pro+Motion GmbH will be entitled to charge contract partners/participants payments on account in accordance with the status of its service delivery.
- 4.4. Pro+Motion GmbH will also be entitled to demand a down payment of 20% of the event price from the contract partner after registration and after confirmation of participation has been supplied to the contract partner. The balance will be payable to Pro+Motion GmbH no later than 20 days before the start of the event.
- 4.5. Payment means that the funds must have been credited to the account of Pro+Motion GmbH.

5. Cancellation by the contract partner

- 5.1. Pro+Motion GmbH as the event organiser. 1.3.a) of these terms and conditions
 - a) The participant may cancel the contract at any time prior to the start of the event. The cancellation must always be effected in written form and addressed to Pro+Motion GmbH. If the participant cancels the contract or fails to participate in the event without any special explanation, Pro+Motion GmbH will be entitled to demand adequate compensation for expenses incurred and precautions taken to date, provided that Pro+Motion GmbH is not responsible for the cancellation and no case of force majeure exists. The same applies if the participant does not appear at the meeting place on time at the times announced in the event documentation or if he does not join the event due to a lack of documents for which Pro+Motion GmbH is not responsible.
Since the services offered by Pro+Motion GmbH require extensive planning/preparation, the following rates will apply, calculated on the basis of the expenses that would normally be saved and the alternative uses of the services of Pro+Motion GmbH that are normally possible:

up to 91 days	before the start of the event	20% of the price
90 to 61 days	before the start of the event	40% of the price
60 to 31 days	before the start of the event	60% of the price
31 to 8 days	before the start of the event	80% of the price
	from the 7th day before the start of the event	90% of the price.
 - b) The receipt of the written cancellation statement by Pro+Motion GmbH will be decisive for the calculation of the periods stated under 5.1.
 - c) Pro+Motion GmbH's right to assert higher expenses and/or damages will remain unaffected.
 - d) The participant reserves the right to prove with reference to the lump sums stated under 5.1. that Pro+Motion GmbH incurred lower expenses and/or damages.
 - e) The participant can demand that a third party take part in the event in his place. Pro+Motion GmbH may object to the participation of the third party if he does not satisfy the requirements of the event or if provisions of law or public authority regulations stand in the way of his participation. In the event of a change of participant, the new third party and the original participant will be liable to Pro+Motion GmbH as joint and several debtors for the price of the event and the additional costs arising through the change.
- 5.2. Pro+Motion GmbH as administering agency/ provider of partial services/ individual services. 1.3.b) of these terms and conditions
Other contract partners of Pro+Motion GmbH [e.g. event organisers] will not be entitled to the above right of cancellation. These parties are limited to the statutory rights of cancellation arising from default and warranty.
In particular, cancellations by participants vis-à-vis Pro+Motion GmbH's contract partner will not lead to any right of cancellation. In this case, the contract partner will still be obliged

to pay Pro+Motion GmbH the agreed fee.

6. Unused services

If the contract partner fails to use all or part of Pro+Motion GmbH's services for reasons for which it is responsible, it will have no claim against Pro+Motion GmbH for reimbursement of the price.

7. Cancellation and termination by Pro+Motion GmbH

7.1. Pro+Motion GmbH may cancel the contract **before** arrival/the start of the event for an important reason.

7.2. Important reasons vis-à-vis a participant are in particular for Pro+Motion GmbH as an event organiser if the number of participants defined at the time the contract was concluded has not been reached; in this case, Pro+Motion GmbH will be allowed to inform the contract party of cancellation up to two weeks before the start of the event.

if extraordinary circumstances occur which render it impossible or materially more difficult to hold the event; in this case, Pro+Motion GmbH may inform the contract party of cancellation up to the start of the event.

In the event of cancellation for the reasons stated under 7.2, Pro+Motion GmbH will reimburse to the contract partner/participant sums already paid towards the event price provided the important reason can be justified by Pro+Motion GmbH or any of the contracting parties.

7.3. Pro+Motion GmbH may terminate the contract **after** arrival/the start of the event for an important reason.

7.4. Important reasons vis-à-vis a participant are if the contract partner permanently disrupts the event – regardless of a warning – or behaves in another way contrary to the contract, if the termination is necessary to avert dangers or damages, e.g. in the event that a contract party commits criminal acts under the laws of the host country and under German law, if extraordinary circumstances/force majeure occur(s) which make it impossible or materially more difficult to hold the event. In the event of termination for the reasons stated under 7.4, Pro+Motion GmbH will reimburse to the contract partner/participant sums already paid towards the event price *pro rata*, provided the important reason can be justified by Pro+Motion GmbH or any of the contracting parties. The amount of any reimbursement payable will be determined as follows: the event price will be reduced in the ratio that, at the time the contract was concluded, the value of the event in a flawless condition would represent to the actual value. If the contract partner is responsible for the reasons on which the termination is based, no reimbursement will be made – *pro rata* or otherwise.

8. Warranty and liability

8.1. Pro+Motion GmbH as the event organiser

All events will be carefully prepared and run by Pro+Motion GmbH.

In the context of the duty of care of a responsible businessman, Pro+Motion GmbH will be liable for conscientious preparation, the choice of administering agencies, and the correctness of the description of services taking the relevant local and national conventions into account.

The contract partner/participants will check personally whether they feel equal to the demands of the event. They will take personal responsibility for their actions and their physical and mental health. Pro+Motion GmbH will not accept liability for disadvantages to the contract partner/participants arising from the fact that participants do not have the prerequisites for participation. Services which are outside the totality of the performance owed by Pro+Motion GmbH and are therefore additional services [for example, travel by scheduled public transport] represent third party services for whose flawless performance in conformity with the contract Pro+Motion GmbH cannot accept liability. The contract partner/participant is limited to recourse to the third company which provides the third party service.

For services which are performed by third companies in the context of preparing or running an event and do not represent third party services within the meaning of the paragraph above, but represent in-house services, the liability of Pro+Motion GmbH will be limited to assigning its claims against these third companies/administering agencies to the contract partner/participant and referring the contract partner/participant to the direct assertion of these claims against the third company/administering agency. Only if the contract partner/participant is unable to realise these claims against third parties will Pro+Motion GmbH's liability remain as provided for within the framework of these terms and conditions. Pro+Motion GmbH's contractual liability for damages other than personal injuries is limited for events to three times the price of the event if the damage is not caused by Pro+Motion GmbH

with intention or gross negligence or if Pro+Motion GmbH is only responsible for damage caused to the contract partner because of a fault on the part of an administering agency. The contract partner/participant must undertake to assert warranty claims against Pro+Motion GmbH within a preclusive period of one month after the end of the event as scheduled in the contract.

8.2. Pro+Motion GmbH as administering agency/ provider of partial/ individual services

If Pro+Motion GmbH is solely acting as the administering agency/provider of partial or individual services, it will solely be liable for the service incumbent on it under the contract. Liability on the part of Pro+Motion GmbH towards customers of Pro+Motion GmbH's contract partners is excluded.

If Pro+Motion GmbH for its part uses vicarious agents to perform services, Pro+Motion GmbH's liability will be restricted to assigning its claims against these third companies to the contract partner and referring the contract partner to the direct assertion of these claims against the third company. Only if the contract partner is unable to realise these claims against third parties will Pro+Motion GmbH's liability remain as provided for within the framework of these terms and conditions.

8.3. General liability provisions supplementing the clauses in 8.1 to 8.3

Otherwise, Pro+Motion GmbH will only be liable in the event of intention and gross negligence unless the damage comprises an injury to life, limb or health. Liability is also limited to intention in the case of simple vicarious agents.

The contract partner must notify Pro+Motion GmbH of faults immediately after their discovery so that Pro+Motion GmbH is given the opportunity to remedy them. If no notification is given of faults, warranty claims of the contract partner are in so far excluded.

For justifiably notified faults, Pro+Motion GmbH will provide a warranty in the form of repair or replacement, i.e. will remedy the fault. The contract partner must set a reasonable period for Pro+Motion GmbH to eliminate/remedy faults.

The contract partner/participant will only be entitled to exercise further warranty rights (termination, reduction, compensation for damages) if the remedy in an individual case is negligently omitted or is impossible or unsuccessful despite several attempts.

All claims – particularly warranty claims – against Pro+Motion GmbH will become unenforceable due to lapse of time in one year counting from when the claim arose and in cases in which Pro+Motion GmbH acts as a travel organiser from the end of the event as scheduled in the contract.

Pro+Motion GmbH's services include some for whose performance it depends on the cooperation of public authorities, e.g. to procure visas. In such cases, Pro+Motion GmbH will not owe successful performance, but will only owe the effort to procure it. This applies to the extent that Pro+Motion GmbH is not responsible for the reasons preventing success. The efforts of Pro+Motion GmbH/expenses incurred by Pro+Motion GmbH as a result must be remunerated by the contract partner.

9. Data storage

The contract partner declares that it agrees to its data being stored. The data will be used by Pro+Motion GmbH in the context of contractual performance and customer care.

10. Copyright

The services of Pro+Motion GmbH are based on its own ideas and concepts which it has developed itself. These are protected as the personal intellectual creation of Pro+Motion GmbH by copyright law, the provisions of which are also deemed to be agreed if the level of creation required by Section 2 German Copyright Act is not attained.

Pro+Motion GmbH's contract partner is prohibited from imitating them or parts thereof.

In the event of infringements by the contract partner, Pro+Motion GmbH will have a right to obtain information from the contract party and a right to require the contract party to refrain from its imitation. Furthermore, the contract partner will be liable towards Pro+Motion GmbH for the resulting damage.

11. Choice of law

Only German law will apply to legal relationships with Pro+Motion GmbH.

12. Place of performance, place of jurisdiction, saving clause

The place of performance for all present and future rights arising from the business relationship will be the place of jurisdiction. The place of jurisdiction for all disputes arising between the contracting parties will be Fulda, provided the contract partner is a fully qualified merchant under the German Commercial Code, a legal person under public law or a special fund under public law. However, Pro+Motion GmbH will also be entitled to take

legal action at the place of the contract partner's registered office.

The ineffectiveness of one or more of these terms and conditions will not affect the validity of the remaining provisions. If ineffective provisions are contained in these terms and conditions, they must be replaced by admissible ones which secure the objects of the contract and the business performance intended by Pro+Motion GmbH. The provisions of law will be called upon as an alternative.

Event organiser:

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