

General Terms and Conditions (as of May 2025) for Events

The following terms and conditions are provided by Italiaplus Travel & Events GmbH – Managing Director: Christine Rhodovi, Biebricher Allee 177, 65203 Wiesbaden, Germany (hereinafter referred to as “ITALIAPLUS”) – and shall become part of the contractual agreement with the client:

I. Conclusion of Contract / Payment Terms

1. The contract shall be deemed concluded upon mutual signature of the agreement, or—if the client is a business entity—upon written confirmation by ITALIAPLUS. The contract shall also be deemed concluded if the client makes a down payment that is accepted by ITALIAPLUS, or if ITALIAPLUS commences performance of the contractual services without objection.
2. Deviating or conflicting terms and conditions of the client shall only become part of the contract if expressly acknowledged in writing by ITALIAPLUS. This shall also apply if ITALIAPLUS does not explicitly object to the client's general terms and/or delivery conditions.
3. ITALIAPLUS shall issue a proper invoice. All prices for agency services are quoted net, excluding applicable taxes. In the case of artist engagements arranged through the agency, an additional contribution to the German Artists' Social Insurance Fund (Künstlersozialabgabe) shall be added to artist fees, based on the applicable rates set by the Artists' Social Insurance Fund (Künstlersozialkasse), as well as the statutory value-added tax (VAT) due in Germany, even if such charges are not explicitly listed in each individual case. If VAT must be paid to a different governmental authority or in another country, ITALIAPLUS shall be entitled to receive that tax amount from the client. Early payment discounts (Skonto) are not granted. Unless otherwise agreed, the total amount is payable without deduction as follows:
 - 40% of the total contract amount upon conclusion of the agreement
 - 50% of the total contract amount two (2) months prior to the event
 - 10% of the total contract amount after the event has concluded

Any actual additional or reduced costs incurred shall be reconciled in the final invoice.

4. Travel expenses, accommodation costs, and per diems shall be invoiced based on actual expenses. Flights within Europe shall be booked in economy class; intercontinental flights in business class. Train travel shall be in first class. Car travel shall be charged at €0.50/km, travel by van at €0.70/km, and travel by truck (7.5 tons or more) at €1.40/km.
5. All expenditures and out-of-pocket expenses incurred by ITALIAPLUS that are not explicitly included in ITALIAPLUS's scope of services shall be invoiced based on actual cost.
6. Any services not expressly included in the scope of services shall be additionally compensated by the client, even if ITALIAPLUS does not subcontract to third parties but instead performs the services through its own personnel. ITALIAPLUS is entitled to perform tasks through its own employees that could otherwise be assigned to third parties on behalf and at the expense of the client, and to invoice such services separately.
7. In the event of late payment, ITALIAPLUS reserves the right to charge reminder fees and default interest at the standard banking rate.
8. Any fees charged by the German performing rights organization GEMA, or similar foreign rights organizations, as well as costs for energy, water, and waste disposal, and the cost of adequate event liability insurance, as well as any event cancellation or event equipment insurance, shall be borne by the client.

I.a) Digital / Hybrid Implementation of the Event

1. The parties agree that, in the event of circumstances preventing the live component of the planned event from being carried out—such as:
 - legal prohibitions, or
 - an official order prohibiting events and/or gatherings of people during the intended event periodITALIAPLUS shall convert the live components of the event into hybrid and/or digital formats, while maintaining the agreed compensation. Upon the occurrence of such circumstances, ITALIAPLUS shall take all reasonable steps to ensure that no unnecessary additional costs are incurred by the client and shall promptly inform any third-party vendors involved.
2. If the adjustment to a hybrid and/or digital format results in additional costs, ITALIAPLUS shall inform the client accordingly. Upon the client's approval, such additional costs shall be borne by the client. In the event that agency or third-party costs are reduced due to the digital adaptation, ITALIAPLUS shall pass on such savings to the client.
3. Events which, in the opinion of both contracting parties, are designed in such a way that they can only reasonably or effectively be held as live events (e.g., promotional campaigns, live festivals, incentive trips, vehicle events, etc.) may be canceled in the circumstances outlined in Clause 1. In such cases, the client shall only be responsible for covering the costs incurred by ITALIAPLUS up to the time of cancellation (e.g., planning and cancellation fees, etc.).

II. Cost Framework / Budget

1. The cost framework is provided as a non-binding estimate.
2. Should the anticipated costs exceed the estimated amount by more than 15%, the client shall have the right to terminate the agreement.
3. ITALIAPLUS is obligated to promptly notify the client as soon as it becomes foreseeable that the cost framework will be exceeded by more than 15%. This notice must include a reference to the client's right of termination, the termination period, and the consequences of

allowing this period to lapse without exercising the right. The notice must also specify the estimated amount by which the budget will be exceeded.

4. If the contracting party does not exercise its right of termination within three weeks of receiving the notice, the cost overrun shall be deemed approved, provided it does not exceed the original cost estimate by more than 30%. If the client exercises the right of termination, the client shall have no claims against ITALIAPLUS, unless mandatory legal provisions or contractual agreements provide otherwise. If the costs exceed the original budget by more than 30%, ITALIAPLUS may terminate the contract without the client being entitled to any claims, unless mandatory legal provisions or contractual agreements provide otherwise. If neither party terminates the contract, a new agreement must be concluded, which shall include a reasonable adjustment of ITALIAPLUS's fee.
5. ITALIAPLUS shall be entitled to withdraw the agreed fee in advance from the budget, to the extent that such fee becomes due in accordance with the payment schedule, even if doing so depletes the overall budget.
6. ITALIAPLUS shall only perform or commission services not included in the scope of work after prior consultation with the client, if the individual service exceeds 10% of the agreed budget.
7. In the event that the immediate performance of such a service is essential for the fulfillment of this contract and prior consultation with the client is not feasible, ITALIAPLUS may proceed to perform or commission the service without prior approval, provided the total budget is not exceeded by more than 10%. In such cases, ITALIAPLUS shall promptly inform the client afterward.
8. In the event that an early depletion of the budget or an overrun of the agreed cost framework becomes foreseeable, ITALIAPLUS shall notify the client. Upon receipt of such notice, the client shall be obligated to promptly transfer the required additional amount, provided the cost overrun does not exceed 15% of the agreed budget. If the client consents to an overrun of more than 15%, or such consent is deemed to have been granted, the client shall promptly pay the additional amount required upon granting of such consent or upon the occurrence of the deemed approval.

III. Performance and Organization

1. The implementation and design of the event shall be based on the concept agreed upon. Any material changes to the concept shall be coordinated with the client.
2. ITALIAPLUS shall have creative discretion in designing the program and performances in accordance with the agreed schedule. ITALIAPLUS shall not be subject to artistic directives from third parties.
3. ITALIAPLUS reserves the right to modify the agreed contractual services, including the program (e.g., in the event of the unavailability of scheduled artists or speakers) and the provision of food and beverages, provided such modifications do not materially reduce the value of the originally agreed service.
4. If the exhibition and/or event spaces are provided or booked by the client, the premises must be made accessible to ITALIAPLUS personnel and contractors on the days of setup, dismantling, and the event itself. Access must be granted for the construction of exhibition stands and stage structures, installation of lighting and sound systems, and for stage rehearsals. Dismantling shall commence immediately following the end of the event. All venue-related costs, including but not limited to energy, rental fees, security staff, venue technicians, cleaning services, fire safety, and emergency medical services, shall be settled directly by the client. The client is also responsible for providing an adequate number of dressing rooms for performers.
5. All contracts necessary for the execution of this agreement shall be concluded in the name and on behalf of the client. The client hereby authorizes ITALIAPLUS to enter into any agreements that are necessary or, at a minimum, expedient for the execution and fulfillment of this agreement, on the client's behalf. ITALIAPLUS shall also have the authority to issue instructions to suppliers contracted by the client for services related to the event, acting in the interest and on behalf of the client.
6. Items belonging to the client (e.g., giveaways, banners, technical equipment, etc.) shall always be transported at the client's own cost and risk. Unless otherwise expressly agreed, ITALIAPLUS shall arrange for shipping at its own discretion, without assuming responsibility for special packaging or for selecting the cheapest and/or fastest shipping method. Items required by ITALIAPLUS in order to perform its services must be delivered free of charge to the agreed location or to a location specified by ITALIAPLUS by the agreed date. Return shipment of such items will be made freight collect from the place of use. ITALIAPLUS is entitled, but not obligated, to take out transport insurance, the cost of which shall be borne by the client. Any transport damage must be reported to ITALIAPLUS without delay. Upon request, any claims against the shipping company will be assigned to the client.
7. ITALIAPLUS will retain any materials provided by the client in connection with the assignment for a period of six months. If original materials are provided (e.g., slides, disks, memory cards, CD-ROMs, DVDs, Blu-rays, etc.), the client is obligated to create duplicates in advance. ITALIAPLUS assumes no liability for any materials not reclaimed by the client within one month after completion of the assignment.

IV. Cancellation and Impossibility

1. If the execution of the event is wholly or partially prevented for reasons attributable to the client, ITALIAPLUS retains the right to the agreed fee. However, ITALIAPLUS shall credit any expenses saved due to the release from performance, as well as any income earned or deliberately foregone through alternative use of its workforce. In the case of open-air events, the client bears the weather-related risk.
2. ITALIAPLUS reserves the right to shorten or cancel the event in the case of force majeure (e.g., weather and sea conditions, thunderstorms, storms, hail) and due to special circumstances (epidemics, war, terrorism, strikes, governmental orders, etc.). If ITALIAPLUS or its agents are unable to perform contractual services due to force majeure or special circumstances, all claims arising from this contract shall be excluded. In such cases, ITALIAPLUS retains the right to any portions of the fee that have already become due according to the agreed payment schedule. For services rendered by ITALIAPLUS after the most recently due installment under the payment schedule, ITALIAPLUS shall be entitled to a prorated portion of the fee corresponding to the value of those services.
3. The customer may withdraw from the contract at any time. The effective date of the withdrawal is the date on which the written notice of cancellation is received by ITALIAPLUS. The customer may cancel the contract in writing at any time up to the day of the event.

4. In the event of cancellation by the customer, ITALIAPLUS may claim reasonable compensation for arrangements made, including lost profits and incurred expenses. Instead of calculating compensation based on actual damages, ITALIAPLUS may charge the following flat-rate cancellation fees, considering generally saved expenses:
 - up to twelve (12) months prior to the event: 30% of the agreed fee
 - up to six (6) months prior to the event: 50% of the agreed fee
 - up to two (2) months prior to the event: 70% of the agreed fee
 - from one (1) month prior to the event: 90% of the agreed fee

The basis for calculation is the fee agreed upon with the customer plus applicable VAT, minus any saved expenses (e.g., travel costs, accommodation, meals, etc.). The customer retains the right to prove that no costs or significantly lower costs than those stated in the flat-rate cancellation fee were incurred in connection with the cancellation. Furthermore, in the event of cancellation by the customer, ITALIAPLUS is entitled to reimbursement for all third-party costs, cancellation fees, and other expenses incurred up to the date of cancellation in connection with the contract.

V. Liability / Insurance

1. The liability of ITALIAPLUS and its legal representatives or vicarious agents for breaches of duty due to slight negligence is excluded, except in cases involving the breach of material contractual obligations (so-called cardinal duties), injury to life, body, or health, claims arising from a guarantee, or claims under the Product Liability Act.
2. Claims based on data protection regulations are not subject to the exclusion of liability under Section 1.
3. To the extent that ITALIAPLUS, its legal representatives, or vicarious agents are liable in accordance with the aforementioned provisions under Sections 1 and 2, liability is limited to compensation for damages that are foreseeable and typical for the contract based on the nature of the performance.
4. The operational and personal risk for the proper execution of the event, as well as full liability for the safety of ITALIAPLUS's personnel and for both its own and rented equipment, shall be borne by the Client. ITALIAPLUS assumes no liability for any damages of any kind caused by event attendees. Losses, breakage (especially glass), and any costs arising from damage to the grounds, facilities, or underground infrastructure due to the installation of stages, exhibition stands, tents, etc., shall be the sole responsibility of the Client. The same applies to damage to equipment rented by ITALIAPLUS. The Client is obligated to take out a sufficiently comprehensive event liability insurance policy and provide proof thereof to ITALIAPLUS upon request.
5. Insofar as participation in sports activities, competitions, etc. (e.g., canyoning, river rafting, bungee jumping, surfing, jet skiing, biking, kite surfing, sailing, climbing, diving, Segway, e-scooter, quad or go-kart driving, clay pigeon shooting, etc.) is offered as part of the event, participants are hereby informed of the inherent and typical risks associated with such activities. Participation in these activities is at the participant's own risk. ITALIAPLUS and the involved service providers shall only be liable if they intentionally or through gross negligence increase the inherent risks associated with such activities.
6. In the event of culpable non-fulfillment of the contract or culpable breach of contract, ITALIAPLUS shall be liable only up to the amount of the agreed fee. Any further claims for damages against ITALIAPLUS shall be excluded. In the event of a culpable breach of contract by the client, ITALIAPLUS shall not be obligated to carry out the event.
7. ITALIAPLUS is responsible for independently reviewing the legal permissibility as well as the technical and artistic appropriateness of the measures developed by ITALIAPLUS with the diligence of a prudent businessperson. Liability is excluded in principle if, despite expressed concerns, ITALIAPLUS proceeds with the implementation of such measures at the client's request. In such cases, the client shall indemnify and hold ITALIAPLUS harmless from any claims asserted by third parties in connection therewith.
8. In the case of promotional events or events with a commercial advertising character, the client assumes full responsibility for ensuring the event's legal admissibility. This applies in particular where the event may infringe intellectual property rights, copyrights, or competition law regulations. ITALIAPLUS is not obligated to verify whether third-party rights are being violated. In such cases, the client shall indemnify and hold ITALIAPLUS harmless from any claims asserted by third parties as a result.
9. ITALIAPLUS shall not be liable for achieving any specific economic outcome, nor for the factual or promotional statements made by the client concerning products or services. ITALIAPLUS is not obligated to review the intended advertising measures but will inform the client of any legal risks as soon as they become known to ITALIAPLUS. In such cases, the client shall indemnify and hold ITALIAPLUS harmless from any third-party claims asserted as a result.
10. Insofar as ITALIAPLUS enters into contracts with third parties on behalf of the client in fulfillment of this agreement, its contractual duty shall be limited to the selection of the respective contracting party and the execution of such contracts within the boundaries defined in this agreement. ITALIAPLUS shall not be obligated to supervise the performance of such third-party contracts. Any third parties engaged by ITALIAPLUS under this provision shall not be considered vicarious agents of ITALIAPLUS with respect to the client.

VI. Confidentiality / Intellectual Property Rights

1. Both contracting parties agree to treat as strictly confidential all information made accessible to them regarding the other party or their agents. They shall take appropriate measures to prevent the dissemination or misuse of such confidential information. Furthermore, both parties agree to maintain confidentiality regarding all other internal matters connected to this agreement.
2. Likewise, the Client shall treat as strictly confidential all information, documents, and data received from ITALIAPLUS, as well as any ideas, concepts, images, texts, and designs presented by ITALIAPLUS that are not publicly known. Such information shall not be disclosed to third parties. This duty of confidentiality applies to all contents of the aforementioned presentation materials, as well as to all related information exchanged during oral presentations or in written correspondence between the parties. These materials and information shall be deemed trade secrets of the parties within the meaning of Section 2(1)(1) of the German Trade Secrets Act (GeschGehG).
3. These obligations must also be contractually imposed on any subcontractors or third parties engaged by either party.
4. These confidentiality obligations shall remain in effect beyond the termination of this Agreement.

5. Both parties agree not to disclose the agreed-upon compensation to any third party. The parties mutually authorize one another to issue press releases. Upon request, ITALIAPLUS shall be credited by name as the originator and executing agency in all publications.
6. The outlined ideas and concepts shall remain the intellectual property of ITALIAPLUS. The client acknowledges the unrestricted copyright held by ITALIAPLUS and/or its representatives in all concepts, drafts, graphics, creative materials, drawings, and other documents presented. Payment of a fee does not constitute a transfer of usage rights to the client. The use of such concepts and drafts by the client is permitted only within the scope, timeframe, and purpose contractually agreed upon. Any reproduction requires the prior express written consent of ITALIAPLUS. The client agrees not to disclose the concept—whether in whole or in part—to any third party.
7. If ITALIAPLUS provides services based on specifications or documents provided by the client, the client shall ensure that such services do not infringe upon any third-party copyrights or industrial property rights. In the event that third-party rights are nevertheless infringed, the client agrees to indemnify and hold ITALIAPLUS harmless from any claims asserted by such third parties against ITALIAPLUS as a result.
8. Videos and photographs from events are protected under copyright law and remain the intellectual property of ITALIAPLUS. Any use of such materials by the client is only permitted with the prior written consent of ITALIAPLUS and upon agreement of a licensing fee.
9. ITALIAPLUS reserves the right to document the production on audio and visual media of any kind and to distribute or publish any photo, video, and film recordings or other technical reproductions resulting from the contractual relationship for self-promotion or editorial purposes, without limitation as to geographical area, content, or duration. ITALIAPLUS retains the right to object to any use or distribution of such audio and visual materials by the client or third parties beyond the scope of the agreement.

VII. Data Protection and Data Security

1. The client confirms that any personal data transmitted to ITALIAPLUS, either by the client or by third parties at the client's request, has been collected and processed in accordance with applicable data protection laws. The client further confirms that all necessary third-party consents have been obtained and that the use of such data by the agency within the scope of the assigned project does not violate any legal provisions or exceed the scope of granted consents.
2. The client agrees that ITALIAPLUS may store personal data arising from the contractual relationship—such as the time, volume, and duration of connections, access credentials, uploads, and downloads—for the duration of the contract or assignment, to the extent necessary or useful for fulfilling the contract or assignment. If personal data is exchanged, the parties shall enter into a Data Processing Agreement (DPA), which shall be attached as an annex to the respective project agreement.
3. ITALIAPLUS processes personal data in accordance with the provisions of the EU General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG). The ITALIAPLUS privacy policy is available at <https://www.italiaplus.de/datenschutz/>.
4. The client shall back up data and programs before transferring them to the agency in order to enable recovery in the event of data loss.

VIII. Final Provisions

1. Should any individual provision or multiple provisions of this agreement be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid or unenforceable provision shall be replaced by a valid provision that most closely reflects the economic intent and purpose of the original provision.
2. Oral side agreements shall be deemed not to have been made. Amendments and additions to this agreement must be made in writing. The written form requirement shall also be satisfied by text form as defined in Section 126b of the German Civil Code (BGB), such as by email, messenger services, SMS, or fax. This applies even if these General Terms and Conditions or any contracts or agreements between the parties require a “written” declaration.
3. This agreement and the entire legal relationship between the contracting parties shall be governed exclusively by the laws of the Federal Republic of Germany.
4. The exclusive place of jurisdiction for all disputes arising directly or indirectly in connection with this contract shall—where legally permissible—be the Local Court (Amtsgericht) or Regional Court (Landgericht) of Wiesbaden, regardless of which party initiates legal proceedings.