



General Terms and Conditions (GTC)

As of October 2023

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The following Terms and Conditions have been translated into the English language. The German original has legal precedence. In case of any deviations from these GTC, individually agreed contractual provisions in writing always take precedence.

§1 Definition and Scope

- (1) The company Royal-Events GmbH will be referred to as R-E hereinafter, and the contracting party will be referred to as the client.
- (2) The following provisions form an integral part of every contract between R-E and the client. Deviating regulations can be individually agreed upon, but generally require written form.
- (3) Deviating terms and conditions of the client do not apply, even if R-E does not expressly object to them.

§2 Offers and Prices

- (1) All offers from R-E are binding for 7 calendar days, unless otherwise specified.
- (2) All prices are understood, unless otherwise stated, plus the legally applicable value-added tax.
- (3) There is a minimum order value of 1,000 EUR (1,190 EUR including VAT).

§3 Invoice and Payment

Payments are due on the agreed dates, but no later than after the provision of services and invoicing by R-E.

§4 Service

- (1) As a rule, the service provided by R-E consists of equipping the client's event with specified gaming equipment and providing its supervision for the agreed remuneration.
- (2) Under no circumstances does gambling for money or valuables take place.
- (3) In the event that R-E organizes a complete event for the client, R-E provides additional services such as location and gastronomy selection.
- (4) R-E is not the organizer of the respective event.
- (5) R-E is entitled to change the agreed contractual services in a reasonable manner for the client (e.g., in case of artist cancellations), as long as the value of the service does not change to the client's disadvantage.
- (6) Assignment of claims from the contract to third parties is only possible with the consent of R-E.
- (7) In the event that the client wishes to extend the gaming operation beyond the agreed game time before or during the provision of services, R-E will charge an additional fee of 25 EUR (29.75 EUR including VAT) per game module and each half-hour started. R-E is entitled to refuse an extension of the gaming time.

§5 Duties of the Client

(1) If no other agreement comes into force, the client is obliged to create the necessary conditions for the fulfilment of the contract object. In the case of a complete event within the meaning of §4 (3), the obligations of the client according to §5 (1) c to h do not apply. The following circumstances are particularly crucial:

Prior to the event:

- a. The client is encouraged to take out event liability insurance, unless they already have appropriate business liability insurance. This insurance must be demonstrated in the case of a complete event.
- b. If the client is responsible for the accommodation of R-E personnel, single rooms in a mid-range hotel with a late check-out, including breakfast in the immediate vicinity of the venue, are to be provided.
- c. At the time of contract conclusion, the client is obliged to provide R-E with all relevant information for the execution of the order. In particular, the complete address and, if applicable, a description of the venue, including the floor, the presence and dimensions of an elevator, the room size, stairs, or other obstacles, etc., are to be provided. Any changes are to be communicated immediately.
- d. Necessary approval and registration procedures as well as fees (e.g., GEMA) are to be carried out by the client.

For setup and dismantling:

- e. The client must ensure unhindered access to the venue, loading and unloading facilities during setup and dismantling, the use of an existing elevator, sufficient free parking space in the immediate vicinity, and unobstructed access to the venue. If there is a more complicated delivery situation that was not indicated before the order confirmation was sent, R-E is entitled to charge additional costs of at least 50 EUR (59.50 EUR including VAT) per game table and cashier table or booth in addition to the agreed remuneration. A complicated delivery situation exists if there are more than 10 steps or stairs with a rise of over 23cm, or steps less than 21cm, and there is no elevator or an existing elevator is unsuitable for the transport of all equipment, or loading and unloading are not possible. An elevator is considered unsuitable, in particular, if its diagonal is less than 2.55m. Delivery is also considered difficult if corners and passages are less than 1.2m wide or carrying distances are more than 50m. If delivery is not possible, this is at the expense of the client.
- f. The setup ends as a standard one hour before the start of the game. If the setup is to be completed earlier, additional costs of 12.50 EUR (14.88 EUR including VAT) per game module and every half hour started will be incurred.
- g. Dismantling begins no later than 45 minutes after the end of the game. If dismantling is to start later, additional costs of 12.50 EUR (14.88 EUR including VAT) per game module and every half hour started will be incurred.
- h. The client provides, unless otherwise agreed, the chairs necessary for the seating of the gaming tables and ensures adequate lighting of the gaming tables. If R-E provides the lighting of the gaming tables, it is the client's responsibility to ensure power supply up to the installation location of the gaming tables.
- i. A competent contact person of the client must be available on-site.
- j. The position of all R-E equipment may not be changed without the consent of R-E.

Before and during the event:

- k. The client is responsible for providing refreshments (food and beverages to a reasonable extent) for R-E staff and for bearing the costs. This includes a warm crew catering, which should take place between the planned end of setup and the start of the game, as well as ensuring a supply of drinks during the game.
 - l. The client must handle all inventory from R-E with care and, if necessary, inform guests of this obligation. The replacement of a gaming tablecloth will be invoiced at 350 EUR (416.50 EUR including VAT). The replacement is necessary if stains remain due to beverage residues or if burn holes are visible.
 - m. The client must adhere to our instructions regarding the design of the gaming system. Please understand that in the event of significant token or chip loss, each lost token or chip will be invoiced at 0.60 EUR (0.71 EUR including VAT).
- (2) If one or more of the aforementioned circumstances are not fulfilled or only partially fulfilled, R-E will inform the client of any resulting additional costs and reserves the right in particular to reject the order or not to fulfil the service in whole or in part. R-E is entitled to invoice any additional expenses incurred in addition to the agreed remuneration.

§6 Withdrawal by the Client

- (1) The client can withdraw from the contract at any time before the start of the event. The withdrawal must be made in writing. The decisive factor for the time of withdrawal is the receipt of the withdrawal declaration by R-E.
- (2) If the client withdraws from the contract or if R-E is prevented from performing the contract due to circumstances for which the client is responsible, R-E can demand reasonable compensation for the preparations made and expenses incurred, as well as for lost profit.
- (3) In general, the cancellation fees that will be charged in the event of the client's withdrawal from the contract are as follows, based on the agreed remuneration:
 - Up to 6 weeks before the event date: 30%
 - From 6 weeks before the event date: 50%
 - From 2 weeks before the event date: 70%
 - From 4 days before the event date: 80%
 - From 48 hours before the event date: 100%
- (4) The client is free to prove that no or substantially lower expenses have been incurred.
- (5) A partial cancellation of services after the conclusion of the contract does not lead to price reductions.

§7 Liability of R-E

- (1) R-E is liable without limitation for itself and its vicarious agents in cases of intent or gross negligence. R-E is also liable without limitation in the event of negligent breach of duty by R-E or its vicarious agents, insofar as claims arising from the violation of life, body, or health are affected. Otherwise, liability is excluded.
- (2) R-E has taken out business liability insurance, which covers any damages arising from the setup and dismantling. Offsetting with invoices from R-E is not permissible in this regard.
- (3) Impossibility attributable to the client is at the client's expense. R-E is then entitled to payment of the agreed remuneration, in accordance with the provisions on the client's withdrawal (§6).



§8 Liability of the Client

- (1) The client is liable for all damages to or losses of R-E's inventory that are not attributable to R-E and that occur during the period of the inventory's stay at the venue. Unless R-E is able to settle the costs of the damages to their inventory with a responsible third party.
- (2) The client must ensure the safety of the performing persons to the necessary extent and is liable for personal injuries according to paragraph 1.

§9 Intellectual Property

- (1) Concepts, program proposals, or excerpts thereof are and remain the intellectual property of R-E.
- (2) They may not be reproduced, forwarded, or used for competitive purposes in any way without prior written permission from R-E. Photos, brochures, and designs are subject to copyright protection. This also includes all contents of the website at www.royal-events.de and www.royal-events.com.

§10 Reference

R-E is generally permitted to use the client's company logos together with event images for self-promotion, while ensuring the protection of the personal rights of the persons depicted. If the client does not agree to this, a brief notification to R-E is sufficient.

§11 Confidentiality

The client undertakes to maintain confidentiality regarding the agreements made.

§12 Final Provisions

- (1) These General Terms and Conditions contain all agreements of the contract between the client and R-E that go beyond the express, written, and individual agreements. There are no other agreements. They require written form to be effective. This also includes email and fax.
- (2) The contractual relationship between the client and R-E is subject to the law of the Federal Republic of Germany, regardless of the nationality of the user. The place of jurisdiction for merchants, for persons who do not have a general place of jurisdiction in the country, and for persons who have moved their place of residence or habitual abode abroad after the conclusion of the contract or whose place of residence or habitual abode is not known at the time of the filing of the lawsuit is Berlin-Köpenick (Germany), where the headquarters of R-E is located.
- (3) These GTC apply to the legal successors of the client and the contractor.
- (4) If any of the above provisions are or become invalid, this invalidity does not affect the remaining provisions. The invalid provision is to be replaced by a provision that comes closest to the economic purpose of the provision to be replaced.