

**General Terms and Conditions ("GTC") for the use of the Hallenstadion**  
**(appendix to the event contract)**

GTC 03 / 2021, Corporate Events, valid from 1<sup>st</sup> April 2021

- A. Conclusion of contract ..... 3
- 1. Formation and applicable conditions ..... 3
- 2. Definitions relating to premises ..... 3
- 3. Subject of contract ..... 4
- 4. Legal relationships ..... 4
- 5. Period of use ..... 4
- 6. Usage fee and additional costs ..... 5
- 7. Termination of contract by event organiser ..... 5
- 8. Notice of termination by AGH for good cause ..... 5
- B. Implementing provisions ..... 6
- 9. Condition of contract premises ..... 6
- 10. Return of contract premises ..... 7
- 11. Terms and conditions of use ..... 7
- 12. Information and agreement regarding the event programme ..... 7
- 13. Access system and maximum capacity ..... 8
- 14. Obligation to use technical services ..... 8
- 15. Picture, film and sound recordings, radio, television and other electronic media ..... 9
- 16. Restaurants ..... 9
- 17. Sale of goods of all kinds ..... 9
- 18. Handing out gadgets, advertising and information material, promotional campaigns ..... 9
- 19. Use of the grounds, including the east and west forecourts and NSA ..... 10
- 20. Business hours ..... 10
- 21. Right of owner of premises and authority to issue instructions ..... 10
- 22. Permits and official regulations, protection of non-smokers ..... 10
- 23. Ambulance and medical services ..... 11
- 24. Fire brigade ..... 11
- 25. Escape routes ..... 12
- 26. Security ..... 12

- 27. Parking spaces ..... 12
- 28. Copyright fees..... 12
- 29. Risks associated with the event ..... 12
- 30. Liability of AGH ..... 13
- 31. Duty of care and liability of event organiser ..... 13
- 32. Rights of supply ..... 14
- 33. Advertising at the Hallenstadion ..... 14
- Appendix A: Stadium rules ..... 15
- 1. Abbreviations ..... 15
- 2. Scope..... 15
- 3. The event organiser ..... 15
- 4. Public order and security ..... 15
- 5. Measures ..... 15
- 6. Picture and sound recordings..... 17
- 7. Validity ..... 17

## A. Conclusion of contract

### 1. Formation and applicable conditions

- 1.1. The temporary use of the Hallenstadion and its grounds requires a written event contract ("event contract") between the Aktiengesellschaft Hallenstadion Zürich ("AGH") and the event organiser ("event organiser"). A booking confirmation does not serve as an event contract.
- 1.2. If the provisions of the event contract or the booking confirmation should deviate from the provisions of these GTC, the provisions of the event contract or booking confirmation will apply.
- 1.3. These General Terms and Conditions are an appendix to the event contract and form an integral part of the agreement between the parties. Deviations from these GTC are possible in exceptional cases, but must be agreed in writing in the event contract between the parties.
- 1.4. The following documents form an integral part of the General Terms and Conditions:
  - Appendix A: Stadium rules
- 1.5. The general terms and conditions or other contractual provisions of the event organiser will only apply if this is accepted explicitly and in writing by AGH.
- 1.6. The conclusion of an event contract is at the sole discretion of AGH. AGH can refuse to allow an event without providing any reasons. The event organiser must inform AGH of the purpose of the event when the event contract is concluded. AGH must treat this information in confidence until the event is announced.
- 1.7. AGH may involve auxiliaries in the performance of the contractual services.

### 2. Definitions relating to premises

Compound gates B and C	All areas and parking spaces inside the perimeter fence of the Hallenstadion around the entrances to gates B and C
Arena	All areas and locations on the inside of the grandstand entrances (entrances from the ambulatories to the arena)
North staging area	Area opposite gate C between the railway embankment to the north, Oscar Bonomo street to the east, Siewerdt street to the south and Thurgauer street to the west (abbreviated as NSA)
Conference centre	Level +2 in forebuilding
Inside of stadium	All areas and locations inside the exterior walls
Indoor stadium ("Hallenstadion")	The entire Hallenstadion incl. the outside areas
Dressing rooms	Cloakroom section in western ambulatory, level 0
Public cloakrooms	Public cloakrooms foyer -1 and +1
Restaurants	Frontline, Topline, Sound, Vision, Backstage
Toilets	Public toilets and dressing room toilets
Grounds	All outside areas that fall inside the perimeter fence of the Hallenstadion
Circulation areas	All ambulatories, public walkways, the entire foyer areas on levels -1, 0 and +1, outside areas inside the perimeter fence of the Hallenstadion
East and west forecourts	Forecourts outside the main eastern and western entrances

**3. Subject of contract**

- 3.1. AGH grants the event organiser the use of the Hallenstadion infrastructure as definitively listed in the event contract ("contract premises") for the purpose of staging the event described in the event contract ("event").
- 3.2. The event organiser must inform AGH in writing and without delay of any changes to the event purpose and content after conclusion of the event contract. Any such changes require the consent of AGH. If AGH's consent is not obtained, its extraordinary termination right pursuant to par. 8.1.b of these GTC will apply.
- 3.3. AGH grants the event organiser the use of the circulation areas (foyers, ambulatories, access areas) of the Hallenstadion required to stage the event. The event organiser must accept that these areas are also used by third parties, in particular by the Hallenstadion catering services ("HG") and other partners of AGH, to the extent that is required and usual for the respective partner.
- 3.4. Unless expressly agreed otherwise in the event contract, AGH explicitly reserves the right to fulfil its existing obligations to third parties, and in particular to the partners of AGH, of operating, organising and marketing the Hallenstadion. AGH has the right at any time and without prior notice to replace existing partners or to enter into new partnerships that restrict the rights of use of the event organiser as defined in par. 3.3 of these GTC.

**4. Legal relationships**

- 4.1. The event organiser and AGH must each appoint an authorised representative when the contract is signed. If several persons have the role of event organiser, each representative must be authorised to accept documents that are valid for all event organisers and to issue documents on behalf of all event organisers. The authorised representatives must be present and available to both parties when the contract premises are in use.
- 4.2. Neither the event contract itself nor the staging of the event will establish a partnership between the parties.
- 4.3. The event organiser is obliged to refer to itself clearly as the event organiser on printed matter, posters, entry tickets, invitations, etc.
- 4.4. The event organiser may not and cannot in any way put AGH under any obligation to any third parties. As a result, agreements between the event organiser and third parties (e.g. artists, visitors to the event, technicians, suppliers) are concluded exclusively between the event organiser and the relevant third party and do not put AGH under any obligations. AGH does not accept any liability for obligations and/or actions of the event organiser or any third parties.

**5. Period of use**

- 5.1. The period for which the premises may be used is specified in the event contract and runs from the beginning of usage until the end of usage (as determined in the event contract).
- 5.2. Changes to the agreed period of use (period of use starts earlier and/or lasts longer) require the prior written consent of AGH.
- 5.3. If the premises are used for a shorter period than agreed (period of use starts later and/or ends earlier), the usage fee agreed in the event contract must still be paid in full.

- 5.4. The event contract does not establish an open-ended contractual relationship, even if the parties continue the contractual relationship by tacit agreement. The right to use the infrastructure specifically does not establish a contract for the performance of a continuing obligation as defined by rental law (Art. 253 et seq. of the Swiss Code of Obligations). The event organiser only has a temporary and limited right to use AGH's infrastructure on the dates agreed in the event contract. All the options for terminating the collaboration are set out in the event contract and these GTC.

## **6. Usage fee and additional costs**

- 6.1. The usage fee, any additional services by AGH (additional costs), the payment plan and payment terms are agreed in the event contract.
- 6.2. In addition to a deposit payment as agreed in the event contract, AGH has the right to request the event organiser provide appropriate collateral determined at AGH's discretion to secure its claims (including additional costs) under and/or in relation to the event contract (e.g. by way of a bank guarantee). If collateral is provided in cash, AGH does not have to pay any interest on this amount.
- 6.3. All payments must be made net without any deductions. The event organiser does not have any right of set-off.
- 6.4. The cost data provided by AGH does not include VAT. VAT is calculated on the total amount and is reported separately in the invoice. If the parties do not explicitly agree a fixed price for the additional costs, AGH invoices its services on the basis of the actual cost incurred.
- 6.5. All invoices of AGH fall due for payment ten days after the invoice is sent out. In all other respects the payment conditions agreed in the event contract apply.

## **7. Termination of contract by event organiser**

- 7.1. If the event organiser terminates the event contract, the event organiser must pay AGH the cancellation fee that is due under the event contract plus all services already supplied and expenses incurred by AGH. The details are agreed in the respective event contract. Notification that an event will not take place will be seen as termination of the contract by the event organiser. AGH reserves the right to claim additional damages. If the event contract is terminated, the event organiser immediately loses all rights to use the contract premises.
- 7.2. The cancellation fee is owed without reservation and must still be paid by the event organiser if the periods of use booked in the event contract and the contract premises can be used by another event organiser or by AGH.

## **8. Notice of termination by AGH for good cause**

- 8.1. If it has good cause to do so, AGH may give notice of termination of the event contract with immediate effect at any time and without having to pay any penalties. Good cause is deemed to be anything for which the event organiser is responsible that would make it unreasonable to expect AGH to continue the contractual relationship. In this sense, good cause is in particular
- a.) if the event organiser is in arrears with any payments or collateral to AGH and does not remedy the situation within a short extended period of grace of at least two calendar days;

- b.) if the event organiser changes the purpose or content of the event without the consent of AGH;
  - c.) if there is reason to believe that certain circumstances surrounding the event may threaten public safety and order or disturb the peace in the Hallenstadion and/or lead to bodily injury or damage to property;
  - d.) if the official permits required for the event are not issued or there is reason to assume that the event will violate obligations agreed between AGH and the competent authorities or other official or contractual obligations or rules;
  - e.) if the event organiser does not take out insurance cover pursuant to par. 31.4 GTC or does not submit an insurance policy to AGH within the prescribed deadline;
  - f.) if the event organiser or visitors to the event repeatedly or seriously violate the stadium rules;
  - g.) if bankruptcy, composition or liquidation proceedings are opened against the event organiser.
- 8.2. If AGH exercises its extraordinary termination right pursuant to par. 8.1 of these GTC, the event organiser is obliged to pay the cancellation fee agreed in the event contract and the additional costs already incurred within ten days (expiry date). AGH reserves the right to claim further damages, including lost earnings.
- 8.3. If the event contract is terminated, the event organiser immediately loses all rights to use the contract premises.

## **B. Implementing provisions**

### **9. Condition of contract premises**

- 9.1. The event organiser must visit the contract premises before signing the event contract, by which the premises are considered to have been found to be suitable for the event and to comply with the event contract. The event organiser must immediately notify AGH in writing of any defects identified when the contract premises are handed over.
- 9.2. Structural alterations to the infrastructure and the fittings and technical installations require AGH's prior written consent. All alterations must be approved by the authorities in charge before being carried out. The plans for these alterations and any temporary structures as well as the applicable official permit must be submitted to AGH for approval eight weeks before the event. AGH obtains the permits from the fire authorities pursuant to par. 9.4 GTC. AGH and its contracted suppliers will carry out the structural alterations and remove these alterations at the usual market rates. The costs must be borne by the event organiser.
- 9.3. The event organiser must attach and pay for additional signage and instructions to temporary structures for entrances and rows.
- 9.4. AGH will obtain all the required permits from the fire authorities at the expense of the event organiser. Layout plans must be submitted to AGH at least five weeks before the event. AGH must be in possession of all materials used with the relevant fire rating at least four weeks before the start of the event. If the event organiser does not fulfil this obligation, all warranties by AGH to apply for the required permits from the fire authorities in good time will lapse. Par. 8.1 GTC is reserved.
- 9.5. Adhesive carpet tape and other gluing devices that cannot be removed without leaving a residue may not be used inside the building. The event organiser must assume the cost of removing any residues and repairing any damage.

**10. Return of contract premises**

- 10.1. The contract premises must be returned to AGH completely empty and free of defects.
- 10.2. AGH will clean the contract premises. The event organiser will be invoiced separately according to the time and effort involved for any special and additional cleaning services, e.g. to remove sand, earth, confetti, sawdust or other materials as well as any extraordinary dirt not listed in appendix A (preliminary costing) to the event contract.
- 10.3. Damage to the contract premises is recorded in an inventory prepared by AGH and the event organiser together. The inventory must be signed by both parties. AGH will repair the damage itself or instruct its contracted suppliers to do the repairs. Unless the matter is urgent, repairs will only be done after prior consultation with the event organiser and its insurer. The costs must be borne by the event organiser.

**11. Terms and conditions of use**

- 11.1. The contract premises may only be used for the purpose and to the extent specified in the contract. AGH must be informed of intended changes in use, such as changes to the programme or the type of event, in writing without delay, and these changes must be approved by AGH. If AGH's consent is not obtained, its extraordinary termination right pursuant to par. 8.1.b will apply.
- 11.2. The event organiser may only sublet the entire or part of the contract premises to a third party with the explicit written consent of AGH.
- 11.3. AGH runs an active sustainability management programme. This programme comprises comprehensive measures to protect the environment and the staff, to ensure responsible use of energy, etc. The event organiser must stage an environmentally benign event and ensure the highest possible degree of energy efficiency and personal safety. The event organiser can also stage the event CO<sub>2</sub>-neutrally. Doors that do not have to stand open for operational reasons must be kept closed, the rubbish containers that are provided must be used (waste must be sorted according to type if separate containers are available), and energy consumption must be kept as low as possible (e.g. dimmer lights). All occupational safety ordinances must be observed. The event organiser undertakes to follow and implement the directions of the AGH employees in this regard.
- 11.4. The event organiser is obliged to comply with the stadium rules (appendix A to the GTC) and to ensure that the event guests as well as the various suppliers and event staff also comply with these rules. If the event organiser does not meet this obligation, AGH may order specific measures that are appropriate, reasonable and proportionate to the situation. As a last resort, the event can even be terminated (par. 8.1 GTC).

**12. Information and agreement regarding the event programme**

In order to ensure that the event is organised and staged as successfully as possible, the event organiser must provide AGH with an organisational manual setting out the programme and technical requirements of the event before or after the event contract is concluded, but at the latest eight weeks before the start of the event. If the event organiser does not fulfil this obligation, all obligations of AGH to warrant the availability of the required technical equipment and personnel will lapse. Par. 8.1 GTC is reserved.

**13. Access system and maximum capacity**

The event organiser undertakes to limit its access authorisations to the maximum number of persons approved for the event by the fire authorities. This number is further restricted by the seating plan. In order to comply with the regulations of the fire authorities, the event organiser is obliged to provide AGH at all times with up-to-date information on the number of people entering and exiting the premises. If it seems that the number of people seeking admission conflicts with the layout as defined in the event contract, AGH has the right to limit or even block visitor access.

**14. Obligation to use technical services****14.1. General**

14.1.1. For reasons of security, operation and quality, the event organiser is obliged to obtain the following services from the suppliers and partners of AGH. AGH reserves the right to introduce additional service categories at any time, for which services must also be obtained from the suppliers and partners nominated by AGH. These services are offered by AGH and its partners at the usual market rates.

14.1.2. The event organiser plans orders with the relevant suppliers/partners of AGH and generally issues the instructions directly to the supplier; copies of all orders must be given to AGH for information. The event organiser bears the corresponding costs, for which it will be invoiced directly by the suppliers. If the event organiser obtains services through AGH, AGH will issue the relevant quotations, coordinate the services obtained from its suppliers and partners, and send the invoice to the event organiser.

**14.2. Electrical work, gas, water**

14.2.1. AGH will ensure that electricians are on hand for the entire duration of the event. The event organiser must bear the corresponding costs.

14.2.2. Connections for electricity, gas, water and other technical hook-ups must be installed by AGH's contracted suppliers.

**14.3. Rigging**

14.3.1. For security reasons, AGH's contracted suppliers must suspend all equipment. The event organiser must bear the corresponding costs.

14.3.2. The roof area and steps leading to the roof may only be accessed in the company of AGH's employees or the people in charge of rigging and/or electrical installations.

14.3.3. All employees working in the interior of the building must wear helmets while rigging work and/or work on the roof is being done. The event organiser is responsible for compliance with this rule and also undertakes to ensure that its suppliers and employees follow this rule.

14.3.4. The event organiser must provide AGH with the rigging requirements (riders and plots) at the latest 14 days before the event. If no plans are available, the stadium will not be opened for the production team.

**14.4. Technical installations**

14.4.1. The event organiser must obtain its technical lines and infrastructure (telephone, fax, IP connections, etc.) from AGH. AGH will provide the required connections to the event organiser for the entire term of the event contract at the applicable rates (according to AGH's current price list).

14.4.2. The event organiser is obliged to also order any other special installations that might be needed, such as closed-circuit radio equipment, simultaneous interpreting systems or systems for persons with impaired hearing, from AGH. AGH rents out this equipment at market conditions (according to AGH's current price list).

14.4.2 The event organiser can also obtain all required event IT equipment from AGH. AGH will provide the event organiser with the required connections and installations via its contracting partners at the applicable rates for the entire period of use of the contract premises.

#### **15. Picture, film and sound recordings, radio, television and other electronic media**

15.1. Commercial picture, film, video and sound recordings of all types by the event organiser or third parties mandated by the event organiser require the prior written consent of AGH. Any fees that might be payable will be agreed separately. Commercial picture, film, video and sound recordings of an event made by AGH require the written consent of the event organiser. This provision does not apply to recordings which AGH makes for its own advertising purposes and will not use or market commercially.

15.2. Representatives of the press, radio, television and other electronic media are allowed to attend to report on the event, subject to the security regulations and the seating plan.

15.3. AGH operates a video monitoring system. The video recordings are used for security purposes only and are automatically deleted after two days.

#### **16. Restaurants**

16.1. AGH is the sole owner of all rights to operate a restaurant inside the Hallenstadion, in its grounds and in particular also on the north staging area. To this end it has concluded an exclusive restaurant agreement with the Hallenstadion catering services ("HG").

16.2. AGH and its catering partners are the only parties who may sell and offer free food and drinks, including to the event organiser's employees, inside the Hallenstadion and on its grounds.

16.3. The event organiser must discuss any of its sponsoring agreements that concern food and beverages with AGH and HG in good time before the event. The event organiser or its sponsors may only provide their own food and beverage products and services with the prior written consent of AGH and HG. The event organiser must at all times bear the related costs and the loss of profits by AGH and HG.

16.4. The event organiser must plan the food and beverages that will be offered and /or organise any special requirements as regards catering in connection with an event in good time and agree the matter with AGH and HG.

#### **17. Sale of goods of all kinds**

AGH has the sole right to sell goods of any kind inside the perimeter of the Hallenstadion.

#### **18. Handing out gadgets, advertising and information material, promotional campaigns**

18.1. The event organiser may give away gadgets, advertising and information material for free and carry out promotional campaigns. These items are usually handed out after the event. The event organiser must inform AGH of any such plans four weeks before the event and

submit a binding list as well as samples of all items that will be handed out together with plans showing the positioning of any stands.

- 18.2. The event organiser is prohibited from handing out items that could threaten the safety of people and property (e.g. firecrackers, items made from glass or any items that could be thrown) or could damage the infrastructure of the Hallenstadion (e.g. chewing gum, stickers, felt-tip pens). AGH has the right to enforce this prohibition against the event organiser and third parties.
- 18.3. If the event organiser has handed out items that incur extra cleaning and maintenance costs, the event organiser must assume these costs.

## **19. Use of the grounds, including the east and west forecourts and NSA**

- 19.1. If the use of the grounds was agreed in the event contract, the event organiser must agree the usage parameters with AGH in advance. Existing floor coverings may not be damaged (e.g. by drilling holes, inserting nails). The event organiser must obtain from the authorities all permits that might be needed. The plans together with the required permits must be submitted to AGH four weeks before the event.
- 19.2. Temporary structures may only be erected and taken down by AGH and its contracted suppliers. The event organiser bears the costs, which will be charged at the usual market rates.
- 19.3. The event organiser also bears any repair costs.

## **20. Business hours**

- 20.1. The event organiser has access to the contract premises for the duration of the event contract. If the event organiser requires access before the beginning or after the end of the event contract and/or outside of normal business hours (07:00 to 19:00), it must inform AGH in advance. The event organiser must compensate AGH for all related costs, in particular the cost of additional staff.

## **21. Right of owner of premises and authority to issue instructions**

- 21.1. AGH has the sole right of owner of the premises in all buildings and on the grounds of the Hallenstadion, including during the term of the event contract. It will take the event organiser's rightful interests into consideration when exercising this right.
- 21.2. The event organiser must comply with AGH's authority to issue instructions in all matters concerning the operation of the Hallenstadion.

## **22. Permits and official regulations, protection of non-smokers**

- 22.1. The event organiser undertakes to obtain all official permits required for the staging of the event by the date of the event at the latest. Except for the permits from the fire authorities that are obtained by AGH pursuant to par. 9.4 GTC, the event organiser is responsible for obtaining all permits. AGH does not confirm, promise or guarantee to the event organiser that the required official permits will be issued.

- 22.2. The event organiser is responsible for compliance with the City of Zürich's noise prevention regulations, all regulations of the building department and the fire authorities, and all other relevant legal provisions, decrees and regulations.
- 22.3. The event organiser must in particular comply with the Federal Sound and Laser Ordinance, which limits the sound level to a certain maximum. The event organiser must offer the audience ear protection that complies with the Ordinance free of charge for the entire duration of the event.
- 22.4. Smoking is prohibited throughout the Hallenstadion. Smoking is only allowed in specially designated smoking areas. The event organiser is obliged to enforce the no-smoking rule in the areas it monitors in accordance with the security concept and must bear the resulting personnel costs. In the event of breaches, the event organiser must implement the required measures to avoid further breaches (e.g. asking offenders to leave, stricter supervision).
- 22.5. The event organiser warrants compliance with the relevant statutory regulations for the entertainment sector (labour legislation, health and safety at the workplace, collective labour agreement (GAV) for the security sector, laws on advertising and outdoor advertising, etc.) and must also ensure that its suppliers and sub-contractors comply with these regulations.
- 22.6. The local police monitor compliance with the relevant regulations. The event organiser bears the costs and responsibility for any violations of these regulations and the resulting consequences.
- 22.7. The event organiser must ensure that its employees and all external suppliers under its supervision comply with the relevant occupational safety provisions as well as the no-smoking rule. The occupational safety provisions are displayed at all important points in the arena.
- 22.8. New statutory regulations are expressly reserved.

### **23. Ambulance and medical services**

- 23.1. At events with more than 1,000 visitors/spectators, AGH provides the usual range of basic medical services (ambulance service and/or doctors, depending on the type of event and number of spectators) during the event. The event organiser must bear the associated costs (incl. the costs of treatment where these are not covered by a third party).
- 23.2. For smaller events, the event organiser can order ambulance and/or medical services from AGH. The event organiser must inform AGH of its requirements at least four weeks before the event. The event organiser must bear the associated costs (according to AGH's current price list and including the costs of treatment where these are not covered by a third party).

### **24. Fire brigade**

- 24.1. At events with more than 1,000 visitors/spectators, AGH provides fire brigade backup during the event. The event organiser must bear the associated costs.
- 24.2. The event organiser must ensure that all fire alarms, fire hydrants, smoke dampers, electrical distribution and control panels, telephone switchboards and heating and air conditioning systems will be accessible and unobstructed at all times. Representatives of AGH and the authorities must at all times have access to all equipment that serves the fighting of fires.
- 24.3. The event organiser must inform the authorities in charge and AGH at least four weeks before the event if it intends to use pyrotechnic materials and lasers. The event organiser must obtain the required permit at its own expense.

**25. Escape routes**

The event organiser warrants that all emergency exits and the escape routes indicated on the seating plan will be open and freely accessible at all times before, during and after the event.

**26. Security**

- 26.1. AGH's latest security concept forms an integral part of every event at the Hallenstadion. This lists AGH's responsibilities in operating the Hallenstadion, identifies the interfaces between the event organiser and AGH, and describes the most important duties of the event organiser in the event of a crisis.
- 26.2. To supplement the security concept, the event organiser must prepare and independently manage its own crisis management concept for its event and its areas and make sure that this concept is aligned with AGH's security concept. The event organiser must incorporate the existing elements and interfaces of AGH's security concept into its own crisis management concept. A representative of AGH must always be included in the operational crisis management team of the event organiser.

**27. Parking spaces**

- 27.1. AGH gives the event organiser 20 parking tickets for using the parking spaces on the western side of the Hallenstadion. If the event organiser uses this area for other purposes (e.g. putting up tents, parking area for buses and lorries), the number of available tickets will be reduced.
- 27.2. On request, if available and against payment of a fee per parking space, and provided that the authorities in charge have granted the required permits and that AGH may in fact use these areas, AGH will provide the event organiser with additional tickets for using parking spaces in the immediate environment. AGH will invoice these tickets in its final statement.
- 27.3. AGH manages all parking spaces on the perimeter of the Hallenstadion and the external parking spaces itself. Any liability of AGH with regard to the parking of vehicles in these spaces is excluded.

**28. Copyright fees**

The event organiser must pay all copyright fees in connection with the event directly to the copyright association. AGH is not liable for outstanding fees or fees that have not been calculated correctly.

**29. Risks associated with the event**

- 29.1. The event organiser bears all risks and costs associated with the event, including the preparation of the event and the settlement after it ends.
- 29.2. The event organiser alone is responsible for the event programme, and must in particular ensure public order and that the maximum number of persons allowed is not exceeded. The event organiser must instigate the required measures at its own expense after consultation with AGH.
- 29.3. **Force majeure:** Force majeure in the sense of the previous paragraphs includes any circumstance that cannot be controlled by the parties, in particular but not limited to fire, flood,

earthquake, strike, the collapse of public infrastructure (e.g. electricity). If an event cannot be staged at the Hallenstadion because of force majeure which prevents the parties from meeting their contractual obligations, the parties must each bear their own costs and are not liable to the other party for the consequences of the non-fulfilment of their contractual obligations. Any costs incurred by AGH arising from contractual relationships with third parties that were concluded by AGH for staging the event and that cannot be dismissed in respect of third parties with reference to force majeure remain reserved. These costs are borne wholly by the event organiser.

- 29.4. If the event has to be cancelled or interrupted (e.g. panic, terror threat, terror act) because of official restrictions or for safety or police reasons directly connected to the event or the artist, neither these events nor the corresponding official orders are deemed to be force majeure, and the cancellation fee agreed in the event contract plus any already accumulated additional costs remain outstanding.
- 29.5. **Special pandemic rules:** If, due to official rules or for example bans on people travelling into Switzerland, an event cannot be staged at the Hallenstadion as a result of a pandemic which prevents the parties from meeting their contractual obligations, the parties must each bear their own costs and are not liable to the other party for the consequences of the non-fulfilment of their contractual obligations. Costs incurred by AGH arising from contractual relationships with third parties that were concluded by AGH for staging the event remain reserved and cannot be dismissed in respect of these third parties with reference to the pandemic situation. These costs are borne wholly by the event organiser.
- 29.6. Should the official rules due to the pandemic permit the event to be held **without capacity restrictions** (layout when advance sales of tickets start), then the special pandemic rules shall not apply and the agreed cancellation fee plus any already accumulated additional costs remain outstanding if this type of event is cancelled. In any event, the agreed cancellation fee and any costs already incurred in connection with the special pandemic rules are also due if the event organiser receives compensation benefits from a third party (state cancellation fees, insurance benefits, etc.) due to the event not taking place.

### 30. Liability of AGH

- 30.1. AGH is only liable for damage caused intentionally or through gross negligence and for all bodily injury.
- 30.2. AGH is under no circumstances liable for damage caused by the conduct of its auxiliaries.
- 30.3. Movable property brought onto the contract premises for the purposes of the event by the event organiser and/or its contracting partners is not insured by AGH against fire, damage caused by natural forces, water damage and theft. The event organiser must provide AGH with a copy of the relevant insurance policy on request.

### 31. Duty of care and liability of event organiser

- 31.1. The event organiser undertakes to use the infrastructure with due care.
- 31.2. The event organiser is liable to AGH or third parties for all damage suffered by AGH or third parties in connection with the staging of the event (including the installation and dismantling of any structures).
- 31.3. The event organiser releases AGH from all liability claims and claims for damages beyond the latter's control instigated against AGH by third parties in connection with the event. In

these cases, the event organiser will in particular assume AGH's legal costs (including legal fees) during and before court proceedings.

- 31.4. The event organiser must take out professional liability insurance (or event liability insurance) with a sum insured of at least CHF 20 million. The event organiser must submit the relevant insurance policy to AGH upon first request. The insurance must cover all loss and damage, including interruption to operation, which AGH suffers or could suffer as a result of the staging of the event (including the installation and dismantling of any structures). If the event organiser breaches its obligation under par. 31.4 GTC, AGH has the right to request collateral for possible damage or to terminate the event contract pursuant to par. 8.1.e at its own discretion.

### **32. Rights of supply**

AGH has strategic partnerships with a number of selected companies. AGH also has a number of preferred suppliers as contracting partners. Specific rights of supply have been agreed between AGH and its strategic partners and preferred suppliers. The event organiser accepts these rights of supply and agrees to work with the strategic partners and preferred suppliers in these areas.

### **33. Advertising at the Hallenstadion**

- 33.1. The event organiser owns the advertising rights during the event for the areas defined in the event contract, but must agree all measures with AGH in advance.
- 33.2. The use of the LED installations in the arena (two large LED panels including 11 plasma screens and LED ring), the monitors in the spectator area and the LAN/WLAN is not automatically included in the contract, but has to be booked through AGH or its contracted suppliers and paid for separately.
- 33.3. The event organiser must agree the management of the special advertising media used by AGH (e.g. flags, floor advertising, extra-large posters, APG poster sites, etc. with AGH in advance.
- 33.4. The provisions of the latest version of the manual for event organisers apply in all other respects.

Zurich, 01.04.2021

**AG Hallenstadion Zürich**



Philipp Musshafen, Director



Renzo Cannabona, Dep. Director

## Appendix A: Stadium rules

### 1. Abbreviations

- AGH Aktiengesellschaft Hallenstadion
- HG Hallenstadion catering services
- Event organiser The event organiser is the party who organises the event. The event organiser is identified on the tickets to an event.

### 2. Scope

- This directive applies to all employees of AGH and HG, the employees of third-party service providers, the employees of the event organiser, people working on the latter's instructions, and all visitors to the Hallenstadion.
- This directive is valid for the entire grounds of AGH and applies specifically to the interior areas such as the arena, foyers, ambulatories, restaurant areas and all ancillary rooms as well as the surrounding grounds such as the east and west forecourts and the north staging area.

### 3. The event organiser

- The event organiser is the party who organises the event. This party is obliged to interact with outsiders as the event organiser. The event organiser is identified on the tickets to an event.

### 4. Public order and security

- Visitors must follow the instructions of the security service and the employees of the AG Hallenstadion at all times.
- Fireworks of any kind are strictly prohibited in the stadium.
- The dissemination of propaganda in whatever form that glorifies violence or promotes racism or xenophobic attitudes or discriminates against sections of the population is prohibited.
- There is a ban on wearing face coverings in the stadium.
- The security service may take down the personal details of spectators who violate the stadium rules or who refuse to follow the service's orders. The security service is also entitled to detain people until their personal details have been taken down or until the police arrive.
- The event organiser and AGH are entitled to cancel the tickets, subscriptions and accreditation of persons who are guilty of a gross violation of these rules and to eject such spectators from the stadium.
- AGH reserves the right to take legal measures against persons who violate the stadium rules, to ban them from entering the stadium in future, and to make such persons liable for any damage they may have caused.

### 5. Measures

#### 5.1. Video surveillance

- To ensure the safety of the visitors, the stadium and outside areas are under video surveillance. The recordings may be made available to third parties if necessary, in particular to the law enforcement authorities.

## 5.2. Controls and searching

- To ensure the safety of the visitors, bags and packs may be checked at the entrance, and the event organiser is entitled to order the visitors to undergo a body search.

## 5.3. Prohibited items/cloakroom for prohibited items

- The following items are prohibited in the Hallenstadion:
  - Any and all drinks in glass bottles, cans, PET bottles and tetrapacks
  - Gas sprays, staining or corrosive substances, or other substances harmful to human health
  - Food of any kind, drugs
  - Liquids in glass receptacles, cans and other containers
  - Professional cameras, video cameras and recording equipment of any kind, selfie sticks
  - Laptops, tablets
  - Weapons of any kind, objects that can be used as weapons or items that can be thrown, laser pointers
  - Large sports bags, bags or large backpacks (>10x25x35cm)
  - Sports equipment such as rollerblades or scooters
  - Banners, placards larger than A2 format and flags with a pole that is longer than 1 metre
  - Fireworks, sparklers, smoke grenades, other pyrotechnic equipment and flares including launchers
  - Animals
  - Items, clothing and/or media with racist, xenophobic, violence-glorifying or discriminatory slogans or contents
- This list is not exhaustive and can be supplemented by AGH and the event organiser in charge and displayed at the entrances. The updated list can be consulted on the internet at [www.hallenstadion.ch](http://www.hallenstadion.ch) at any time.
- Prohibited items can be deposited at the east and west cloakrooms outside of the stadium against payment of a fee, and can be collected from there after the show. No liability whatsoever is accepted for deposited valuables.

## 5.4. Cloakrooms and lost property office

- AGH provides manned as well as unmanned cloakrooms. It does not accept any liability for valuables handed in at the cloakrooms.
- AGH operates an internal lost property office. If the owners of the lost items cannot be found immediately, identity documents, keys, wallets and valuables are sent to the City's lost property office, and clothes, umbrellas, etc. are thrown away after one month.

## 5.5. Entrance

- Entrance to all shows/events at the Hallenstadion is only possible with a valid entrance pass (ticket, subscription, accreditation).
- Tickets and accreditations must be kept in a safe place until the end of the show and presented to the security service on request.
- If a ticket has been checked once at the entrance, the holder requires a special stamp if they want to leave the premises and return later.

## 5.6. Non-smoking stadium

- Pursuant to § 48 of the Health Act of the Canton of Zürich, the entire Hallenstadion Zürich is a non-smoking area. Smoking is only allowed in the designated areas.

5.7. Additional rules of the event organiser

- The event organiser may draw up additional rules.
- Visitors to sporting events are also subject to the regulations of the sports association in question relating to public order and security in stadiums.
- These rules can be inspected at or obtained from the event organiser or the sports association in question.

5.8. Commercial activities

- Commercial activities; the distribution or sale of printed matter or advertising materials; the running of advertising campaigns; the displaying of flyers, posters or banners; campaigns to collect signatures; and demonstrations are only permitted on the perimeter of the Hallenstadion with the prior and explicit written consent of AGH.

**6. Picture and sound recordings**


- All persons entering the premises of the Hallenstadion accept that they are participating in a public event and agree that picture and sound recordings may be made of them in connection with the event by the stadium operator, the event organiser or their agents without payment and that these recordings may be used free of charge by the operator of the stadium, the event organiser or third parties for the purpose of live transmissions and other broadcasts, publication and/or record purposes in all current and future media.
- Visitors to events may only make sound and picture recordings for their private purposes and only with equipment which by size and model is clearly only intended for private use. Any other use of these recordings or the forwarding of private recordings to third parties or for publication in the media requires the explicit prior consent of AGH. The event organiser is entitled to issue additional rules regarding sound and picture recordings.

**7. Validity**

- These stadium rules enter into effect immediately and replace all earlier versions of the rules.

Zurich, 01.04.2021

**AG Hallenstadion Zürich**



Philipp Musshafen, Director



Renzo Cannabona, Dep. Director