



General Terms and Conditions of the VCM Event Service in the context of the Vienna City Marathon

Vienna City Marathon Marketing and Sales GmbH

Akaziengasse 36, 1230 Vienna

The following General Terms and Conditions are concluded between Vienna City Marathon Marketing- und Vertriebs GmbH (commissioned organizer of the Vienna City Marathon and organizer of the VCM Event Services) and the customer. Vienna City Marathon Marketing- und Vertriebs GmbH is hereinafter referred to as the Contractor and the Customer as the Client.

The VCM Event Services include the VCM Hospitality division with the products VCM VIP Area, VCM FAN Pagoda and VCM VIP Lounge and the VCM Marketing division with the products VCM Product Sampling, VCM Digital Marketing and advertising opportunities within the framework of the VCM Events. The General Terms and Conditions apply to all services specified by the Principal in the context of VCM Event Services. The Vienna Sports World event is subject to separate terms and conditions.

The place of jurisdiction is Vienna.

The Client agrees to be informed about services, offers and products of VCM Event Services and the Vienna City Marathon by e-mail and, if desired, by post. This consent may be revoked by the Client at any time.

The Client and the Contractor undertake to comply with the following terms and conditions:

VCM Hospitality

VCM VIP Area

As part of VCM Hospitality, the Contractor shall provide the Client with the booked area on Vienna's Rathausplatz, which may be used by the Client. The Contractor shall install a pagoda tent of the size ordered for the Client, which shall be available for use by the Client. The Contractor undertakes to equip the VCM VIP Area with the equipment ordered in advance (for information on the conclusion of the contract, see 1.2 Order). The size of the total area, which means the pagoda tent plus meadow area and/or paved areas in front of the tent, shall be agreed individually in the course of preparing the offer and designated as the VCM VIP Area. Any further, extended use of the adjacent meadow or paved areas on Rathausplatz is not permitted.

VCM VIP Lounge

The Contractor shall provide the Client with the number of access authorizations to the VCM VIP Lounge booked in advance, including catering. Advertising measures are excluded in the VCM VIP Lounge.

1 GENERAL

1.1 Exclusion of sponsor exclusivity

VCM Hospitality is excluded from sponsor exclusivity (agreed with sponsors of the Vienna City Marathon). The Contractor may therefore include companies that compete with existing VCM sponsors in the VCM Hospitality.



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1.2 Order

The size and equipment of the Client VIP Area must be ordered in writing by the Client and confirmed in writing by the Contractor. The contract between the client and the contractor shall be valid from this point in time. Upon conclusion of the contract, the client undertakes to provide the contractor with all customer data required for invoicing by completing the customer data sheet provided by the contractor.

1.3 Terms of payment

In the case of VCM Hospitality, the Client shall receive an invoice on account for 50% of the order value according to the order confirmation after the order confirmation. This must be paid within 8 days of receipt. The VIP area will only be handed over to the Customer prior to the Vienna City Marathon after the payment on account/invoice has been paid. In the case of hospitality, the Contractor shall send the final invoice to the Client after the event, which is due within 8 days of receipt. In the event of late payment, default interest of 15% p.a. shall be agreed.

When booking a ticket for the VCM VIP Lounge, the Client shall receive an invoice for the number of tickets ordered, which is due within 8 days of receipt.

1.4 Cancellation of the order

In the event of bad weather or unused services, the paid service will not be refunded.

In the event of partial or total cancellation by the client, the following cancellation conditions apply: Cancellations up to 6 weeks before the date of the event will be charged 40% of the order value as a cancellation fee.

Up to 4 weeks before the date of the event, 60% of the order value shall be charged as a cancellation fee.

Up to 3 weeks before the date of the event, 80% of the order value shall be charged as a cancellation fee; thereafter, the client shall be charged 100% of the order value.

1.5 Advertising design

The AG VIP Area in the finish area of the Vienna City Marathon at Vienna City Hall Square is intended as a concept for employees and/or customers and does NOT serve as an advertising presentation area. Advertising presentations are generally reserved for official VCM sponsors. When booking the "Branding VIP AREA", the client undertakes to adhere to the booked scope of branding. Sampling campaigns, the distribution of brochures, sales activities of any kind and/or the use of advertising materials such as inflatable advertising media, flags, balloons, etc., which have not been previously agreed or booked, are not permitted in the entire VCM Hospitality. The interior of the tent in the VCM Hospitality may be freely designed by the Client in terms of advertising. Strictly prohibited in all cases and without exception are advertising activities or the advertising of third parties, e.g. partner companies of the client.

The VCM VIP Area will be marked with a standardized labeling frame and standardized signs. The signage will be provided by the VCM organization. The Contractor reserves the right to have any advertising material not approved by the Contractor removed without prior notice.

1.6 Exclusion of liability

The Client confirms that it shall indemnify the Contractor against all damage caused by the activities of the Client and its suppliers on the area allocated to the Client on Vienna's Rathausplatz or on Vienna's Ringstrasse and shall be fully liable for such damage. This applies in particular to all damage to the area used that is reported to the Contractor by the respective landowners after the aforementioned period. In addition, the client shall be liable for any damage caused to the pagoda tent and/or the equipment ordered during the event period. The client acknowledges that he is not entitled to any claims for damages in the event of damage to or theft of structures, technical equipment and the like arising from the provision of the allocated space and tent.

If, in cases of force majeure, the Contractor is entitled or obliged by official order or for safety reasons to make changes to the organization of the Vienna City Marathon or to cancel the event, the Contractor shall not be liable to the Client for damages.

Furthermore, the Contractor may, upon request, pass on the contacts of VCM exclusive suppliers to the Client. In this case, quotations are obtained and payment is made directly with the VCM exclusive supplier after consultation. No liability is assumed by the Contractor in this case.



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1.7 Miscellaneous

All of the Client's activities and the associated structures in the Client VIP Area must be agreed with the Contractor no later than two weeks before the Vienna City Marathon and the Contractor must be notified in writing.

Structural changes to the Rathausplatz or along the Ringstraße or minor changes to buildings are prohibited. The use of matting sprays and paints is not permitted. Vehicles of any kind may not be driven onto the areas on Rathausplatz without exception.

2 PACKAGES

The client's VCM VIP area will be marked on a plan and handed over to the client before the start of set-up work. For all structures and technical installations, the Client and the Contractor must use appropriately authorized companies or specialists; if necessary, the event-related and building authority approval must be presented to the Contractor or the authorities upon request. The area of the VIP area ordered by the client or the pagoda tent ordered for this purpose, including infrastructure (if ordered), shall be made available by the contractor prior to the Vienna City Marathon at 8 am. The VIP area can be used by the client from this time. The Contractor must be informed in advance of Saturday use.

Any deliveries and set-ups by the Client must be completed on Sunday, the day of the Vienna City Marathon, by 6:30 a.m. at the latest. After this time, it will no longer be possible to enter or leave Rathausplatz or the fan zone section of Vienna's Ringstrasse. The VCM Hospitality must be cleared by the AG immediately after the end of the event.

Before moving into the VIP area and at the end of its use, an inspection must be carried out with a representative of the Contractor to determine the condition of the allocated pagoda tent and its infrastructure.

Any measures to be taken must be mutually agreed. Any defects or damage must be rectified by the contractor before handover to the client. The Client must return the booked VCM Hospitality package to the Contractor in the same condition in which it was received. This applies in particular to the disposal of waste generated by the Client. The Contractor reserves the right to charge disposal costs for the return of waste.

3 EQUIPMENT / PRICES

The AG VIP Area shall be equipped as agreed between the Client and the Contractor. In principle, the sales price stated in the order confirmation shall apply. Unless otherwise stated, all prices are net prices excluding statutory VAT. Upon handover of the Customer VIP Area, the Customer shall check the inventory of the ordered and included equipment and, if necessary, make a complaint. The Contractor shall provide the Client with hand-held fire extinguishers in appropriate quantities for its VIP Area. These must be returned to the Contractor by the Client immediately after the end of the event. If there is an increased need for portable fire extinguishers due to increased catering requirements, the relevant catering company shall be obliged to provide additional portable fire extinguishers in accordance with fire regulations. If necessary, this must be organized by agreement between the client and the catering company. Any hand-held fire extinguishers that are not returned will be invoiced to the Client at full cost.

The Contractor shall provide the Client VCM Hospitality with an optional number of barrier fences, if booked in good time. Only official partners and those who have booked a "Branding VIP AREA" are permitted to use the barriers for advertising purposes. The installation of banners can be undertaken by the Contractor upon request and provision. The Client shall assume liability and supervision of the barriers during the event.

4 CATERING SERVICE

A catering partner authorized by the Contractor shall be used for catering in the entire VCM Hospitality. When booking a VCM VIP area, the client is obliged to order from this partner. It is not permitted to bring in food and beverages. The sale and serving of drinks and/or food inside and outside the client VIP area to uninvited guests is not permitted. The Contractor is authorized to have any food and drinks brought into the VIP area for catering purposes removed by Catering.

5 SECURITY SERVICE

A security partner authorized by the Contractor shall be used for the supervision and guarding of the entire VCM Hospitality and at the VCM events. The booking of security personnel is optional for the Client. The use of own security personnel is only possible in special cases and must be agreed with the Contractor in advance. The assignment/briefing of the security partner shall be



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carried out by the Contractor. If the deployment requested by the Contractor deviates from the standard security service, the Client is also obliged to inform the Contractor of this so that the briefing can be carried out properly.

6 AUDIO/TV SERVICE

The equipment for the audio/TV service shall be provided by a company authorized by the Contractor. The client shall be liable for damage to and/or loss of equipment during use in the client VIP area. Equipment from third-party suppliers or from the contractor's own stock may not be used.

7 VCM VIP LOUNGE

It is possible to order VIP tickets for the Vienna City Marathon. The order must be placed by mid-March at the latest and with this order the Contractor undertakes to make the VIP card available to the Client on the day of the event. The VIP card is only valid for one person and only for the respective year, is not transferable and cannot be redeemed in cash. Cards that are not used expire.