

These General Terms and Conditions (GTC) govern the legal relationship between the customer (referred to in the following as "the Event Organizer") and Allgemeine Plakatgesellschaft AG (referred to in the following as "APG|SGA"), Promotion division. They form an integral part of the individual contract on promotional spaces and services concluded between the Event Organizer and APG|SGA, as set out in the relevant order confirmation of APG|SGA (referred to in the following as the "Order Confirmation"). The GTC in force at the time when the contract is concluded, shall apply. The Event Organizer shall be responsible for reviewing the version of the GTC currently in force before signing a contract with APG|SGA.

The GTC can be found on APG|SGA's website: www.apgsga.ch/de/meta/agb
The German version is authoritative. Provisions that differ from the GTC shall be binding only if agreed in writing by both parties.

These GTCs do not apply to non-profit campaigns (conceptual promotions) at SBB stations.

1. Subject of the Agreement / Scope of application

1.1. APG|SGA has numerous sites and communication spaces for promotions (in particular public transport, SBB stations, railway stations, airports, mountain railways and shopping centres). The contents include actual promotions, sampling, pop-up stores and fundraising.

For this purpose, APG|SGA provides the Event Organizer with stand spaces and services as set out in the Order Confirmation.

1.2. The following must be the subject of an explicit written agreement (either in the order confirmation or provided subsequently):

- Promotion or stand concept
- Distribution material
- Sound systems (speakers, megaphones) for stand spaces; 60dB is the maximum permitted volume.
- Musical performances.
- Storage of materials, installations etc. on stand spaces.

- Food, goods and online sales for pop-up stores. Distribution materials should as far as possible be sample-size items. Glass containers are prohibited, as is the distribution of beverages in open containers. An exception to this rule is made for beverage tasting sessions (e.g. with cups) in the context of stand campaigns.
- The use of patio heaters.

1.3. APG|SGA coordinates the implementation of the promotion with authorities and landowners. It obtains any authorizations required for the implementation of the promotion from authorities and landowners. The resulting costs shall be borne by the Event Organizer.

1.4. The Event Organizer is prohibited from subletting the stand space or from using it in a manner which goes beyond the parameters set out in the Order Confirmation, including the GTC and conditions of use.

2. Conclusion/cancellation of the contract

2.1. The contract enters into force upon the delivery of the written Order Confirmation by APG|SGA.

2.2. If, after signing the offer, an Event Organizer withdraws or postpones the campaign to another date, it must pay compensation of 10% of the quoted amount (min. CHF 1,000) for administrative expenses. This also applies if the space reservation can be re-let at a later time. The contribution towards costs must be paid in all cases.

2.3. In the case of withdrawal after the contract has been signed, the following cancellation costs will be charged to the Event Organizer:

- up to 24 weeks before the campaign: 50%
- up to 16 weeks before the campaign: 80%
- to 8 weeks before the campaign: 90%
- less than 60 days: 100%

3 Costs/payment terms

3.1. The costs consist of the remuneration as set out in the Order Confirmation. VAT will be payable in addition.

3.2. Invoices are issued in advance with payment due within 30 days (due date). Where there are less than 30 days between booking and occupancy, the invoice should be paid by the Event Organizer immediately on receipt (due date). If payments are not made on time, APG|SGA will automatically be entitled to withdraw from the contract by sending a written statement to the Event Organizer. The resulting cost implications will be governed by Section 2.3. above.

3.3. In addition to Section 3.1., the following costs in particular will also be due (in each case plus VAT)

- Electricity and water consumption
- Fees and charges
- Special storage of stand materials
- Use of car park
- Storage, forwarding and disposal of residual materials after the end of the promotion
- Structural/technical and organizational measures
- Security measures
- Cleaning operations.

APG|SGA will invoice the Event Organizer for these costs once it has received the relevant third-party invoices. Payment will be due within 30 days (due date).

4. Use of the sites / communication spaces

4.1. All activities must take place in accordance with the Order Confirmation (assigned area, stated use).

4.2. Any preparatory, assembly and dismantling operations must be agreed individually.

4.3. The Event Organizer takes note of the fact that sites/communication spaces may have special features resulting from other use (electricity, noise, vibrations, operating hazards, electro-magnetic emissions, etc.). The Event Organizer also guarantees compliance with legal requirements and will follow third-party instructions. In particular, emergency and security

personnel must be guaranteed access at all times.

Restrictions affecting the Event Organizer as a result of such special features will not give grounds for any liability for damages on the part of APG|SGA.

- 4.4. The Event Organizer notes that third-party events may take place outside its stand space and that noise, odour and access problems may occur. Such situations will not give grounds for any liability for damages on the part of APG|SGA.

5. Security/liability

- 5.1. In the case of problematic promotions, the Event Organizer will organize security and inform the local police authorities, transport police and private security services. All resulting costs will be borne by the Event Organizer.
- 5.2. The Event Organizer bears sole responsibility for the security of the promoters. It must not allow crowds to form.
- 5.3. The Event Organizer must comply with safety regulations issued by the fire prevention authorities (Feuerpolizei) and the cantonal buildings insurance authority (Gebäudeversicherung), as well as with other legal requirements. No flammable liquids or gases may be stored or used on or adjacent to stand spaces. Nor may any fires be started. Materials and installations must be classified as non-flammable. Pressurized gas cylinders are prohibited inside buildings.
- 5.4. Electrical systems must be installed by qualified personnel. Legal requirements must be complied with.
- 5.5. Promotions may be discontinued by APG|SGA or the responsible security agencies forthwith and without compensation in the event of failure to comply with the usage requirements set out in the order confirmation and the GTC, or if the written agreement pursuant to Section 1.2 has not been received.
- 5.6. Promotions may also be discontinued on important grounds. In such cases, the Event Organizer will be refunded

the remuneration set out in the order confirmation in respect of the time cancelled. The Event Organizer will have no further claims.

- 5.7. The Event Organizer shall be liable for expenses and damage (to persons, property and assets) of any kind resulting from the use of the stand space and the installations, regardless of who was responsible. An exception is made only for acts of vandalism.

6. Maintenance/return of stand space and installations

- 6.1. The Event Organizer must arrange the stand space and installations in an attractive manner and maintain them properly. It is responsible for waste disposal relating to its installations/distribution materials on and around the stand space. If necessary, it must put in place the requisite waste bins and collect discarded materials.
- 6.2. At the end of the occupancy period, the Event Organizer must return the stand space and installations in cleaned condition without having to be called upon to do so. Materials which have not been distributed must be collected and taken back.
- 6.3. The cost of follow-up cleaning and damage to stand spaces and installations shall be borne by the Event Organizer.

7. Duties/responsibilities of the Event Organizer

- 7.1. The Order Confirmation identifies the Event Organizer and its employees to land owners and authorities as authorized operators. All staff must carry a copy of the Order Confirmation on their person.
- 7.2. The following are prohibited:
- Fitting of fixed installations onto the stand space.
 - Collection of cash donations.
 - Alcohol and tobacco advertising.
- 7.3. Taking photographs and filming shall be deemed to be (jointly) authorized; the personal rights of those photographed or filmed must be safeguarded.

8. Stand and distribution campaigns

- 8.1. Where the stand materials are not provided by APG|SGA, the permitted installations must be implemented in accordance with the approved concept for the promotion/stand.
- 8.2. It must be ensured that the Event Organizer can be identified by a clear address (name/company/logo).
- 8.3. Distribution materials must bear the name/company/logo of the Event Organizer etc.
- 8.4. Small-format wheeled containers from which distribution materials are distributed are permitted. The trolleys may bear advertising slogans.

9. Multibrand advertising

- 9.1 Notes on partners' advertising presence on flyers:
- Product flyers are allowed to feature a reference to a distribution channel and a coupon for the product, as well as a competition with a third-party partner.
- The distribution channel may take up a maximum of one quarter of a page (logo, text, voucher, barcode, etc.)
 - The competition partner/third-party partner may take up a maximum of one quarter of a page (logo, text, image, QR code, etc.)
- Maximum total of half a page, regardless of the page format and the number of pages of the flyer. The logos of the participating companies are permitted.
- If a more intensive presence of third-party partners is desired, this will come under the heading of "multibrand advertising": There will be a surcharge of 50% for the second communicated brand.
- 9.2 Distribution campaign for different products:
- A second brand surcharge will be applied if the brand in question is a strong independent brand of the same manufacturer. The surcharge will amount to 20–50% depending on how independent the brand is.

- Different products made by different manufacturers will generally attract a 50% surcharge.

- No second brand surcharge will be applied if a product with a different flavour is distributed/given away.

10. Promoters

- 10.1. Promoters must behave politely and considerately. They must wear some form of identification showing the name/company of the Event Organizer in writing (printed on clothing, badge, or similar).
- 10.2. The personal rights of passers-by must be observed. A dismissive gesture or a "no thank you" must be respected. Passers-by must not be addressed more than once.
- 10.3. Aggressive behaviour of any kind is prohibited, including, for example, blocking someone's way, holding on to someone's arm, calling out to someone from a distance, whistling after someone and similar tactics.

11. Authorization

- 11.1 For the desired authorization to be issued, detailed information on the planned campaign (PDF of all distribution materials, promotional concept, furniture, etc.) must be sent to APG Promotion no later than 5 working days prior to the start of the campaign. Please note that the planned campaign cannot go ahead without separate confirmation of authorization.

12. Guarantee

APG|SGA will provide the contractually agreed services with care, using up-to-date and suitable resources and observing the information and instructions issued to it by the Event Organizer. No additional guarantee claims exist apart from those mentioned in the GTC.

13. Confidentiality/data protection

- 13.1 APG|SGA will treat the data it receives from the Event Organizer as confidential. It will use the data exclusively for the conclusion and execu-

tion of the contract and within the scope of the customer relationship.

14. Supplementary provisions

- 14.1 If SBB premises are used, SBB's General Conditions of Use for commercial or conceptual promotions on station premises (referred to in the following as the SBB Conditions of Use) will apply. These form an integral part of the individual contract in the same way as these GTC. The SBB Conditions of Use in force at the time when the contract is concluded shall apply. The Event Organizer is responsible for reviewing the version currently in force at any given time. The Conditions of Use can be found on APG|SGA's website: www.apgsga.ch/en/meta/gtc/. In the event of contradictions between APG|SGA's GTCs and the SBB's Conditions of Use, the SBB Conditions of Use shall take precedence.
- 14.2 Where a site is governed by house rules and regulations, these shall be binding on the Event Organizer and must be complied with. Station rules must be complied with without exception.

15. Concluding provisions

- 15.1 APG|SGA reserves the right to make changes to these GTC at any time.
- 15.2 All legal relations between the Event Organizer and APG|SGA shall be governed by Swiss law.
- 15.3 Unless any compelling legal provisions dictate otherwise, the exclusive place of jurisdiction for all types of proceedings shall be the registered office of APG|SGA in Zurich, as shall the place of enforcement (for Event Organizers domiciled outside Switzerland only – Art. 50 para. 2 of the Swiss Federal Act on Debt Collection and Bankruptcy). APG|SGA is entitled, however, to institute proceedings against the Event Organizer before the competent court of its place of residence/registered office or before any other competent court.