

GENERAL TERMS OF ACCESS AND USE OF THE ROMANIAN ATHENAEUM BUILDING

1. Applicability

- 1.1. These General Terms of Use of the Romanian Athenaeum Building represent a set of binding rules for all individuals and legal entities that:
 - a) benefit from a right of use of the Romanian Athenaeum Building (including a part of the Romanian Athenaeum Building), on the basis of an agreement or partnership concluded with George Enescu Philharmonic;
 - b) acquire, based on certain agreements or partnerships, access to the premises of the Romanian Athenaeum, as artists, performers, visitors, guests or spectators.
- 1.2. These General Terms apply to all activities carried out on the premises of the Romanian Athenaeum Building or outside thereof, esplanade and the steps of the main entrance.
- 1.3. These General Terms apply to all persons participating in any way in the performance of the activities provided under agreements or partnerships as defined under Item 1.1 letters (a) and (b), however not limited to: event organizers, representatives, partners or sponsors of the organizers, artists, spectators, visitors, members of the technical production teams, photographers, etc. The restrictions set forth under Section 5 shall apply to all persons, irrespective whether same are part to an agreement or partnership or not.
- 1.4. Throughout these General Terms, any reference to "Participants" shall be understood, depending on the context, as a reference to any person who participates in any way in the conduct of any activities on the premises of the Romanian Athenaeum Building based on concluded agreements or partnerships. The obligations set forth for the Participants shall also apply to Contracting Participants.
- 1.5. George Enescu Philharmonic may modify the content of the General Terms at any time, unless otherwise provided by law. Amendments to the General Terms shall be effective immediately for all persons to whom the provisions thereof apply.

2. Permits, Licences and other Requirements

- 2.1. Participants acquiring the right of use over the premises of the Romanian Athenaeum or the outside thereof, esplanade and the steps of the main entrance based on an agreement concluded with the George Enescu Philharmonic (hereinafter referred to as "Contracting Participants") shall be solely responsible for obtaining and holding all permits, licences and approvals required for the performance of the activities organised by same, by their contractors or partners on the premises of the Romanian Athenaeum. They shall also be

liable for making sure that the activities conducted on the premises of the Romanian Athenaeum comply with the domestic laws and terms of the permits, licences and approvals issued by the relevant authorities for the conduct of the activities on the premises of the Romanian Athenaeum.

3. Protection and preservation of the premises of the Romanian Athenaeum

- 3.1. The participants are under the obligation to use the premises of the Romanian Athenaeum Building and the property on such premises with prudence and diligence, in order to maintain the historical integrity of the premises, to refrain from any acts or deeds that may cause damages or destructions or that may affect the Romanian Athenaeum Building or property on such premises.

4. Scenery and equipment

- 4.1. Participants shall be allowed to install scenery elements on the premises of the Romanian Athenaeum Building, only if such was granted to them by means of an agreement or partnership signed with the George Enescu Philharmonic. The scenery elements may include billboards promoting the events organized in the Romanian Athenaeum, distribution points of the materials promoting the events, or premises for selling products, provided the access ways not be blocked.
- 4.2. In all cases, the scenery elements shall be positioned exclusively in the manner shown in the Appendix to the Services Agreement or partnership signed with George Enescu Philharmonic.
- 4.3. The participants shall be able to install the equipment required for conducting the activities to be carried out on the premises of the Romanian Athenaeum, if such right was granted to them through an agreement or partnership signed with George Enescu Philharmonic.
- 4.4. The organisers of events taking place on the premises of the Romanian Athenaeum are under the obligation to submit to George Enescu Philharmonic, the technical rider of the events before signing the agreement.
- 4.5. The technical rider shall include an accurate description of all pieces of equipment required for the performance of the event and of where and how this equipment shall be deployed. Only subsequent to the approval of the technical rider by the management of the institution and conclusion of the agreement or partnership, in which the technical rider is an Appendix and integral part of the agreement/partnership, the organisers shall acquire the right to use the premises of the Romanian Athenaeum.
- 4.6. The deployment of the equipment shall be performed only after conclusion of the agreement or partnership with George Enescu Philharmonic. The staff designated by George Enescu Philharmonic shall monitor the strict observance of the following rules:

- a) the load at floor level shall not exceed in any area the mass of 500 kg/sq.m.;
 - b) under no circumstances shall open flames, pyrotechnics or dangerous substances be used;
 - c) all equipment shall be fixed or placed on the floor; no equipment shall be suspended or hung in any way whatsoever without the express consent of George Enescu Philharmonic;
 - d) no alterations to the elements and property within the premises of the Romanian Athenaeum and no attachments to them are permitted;
 - e) all fire safety rules and recommendations shall be observed.
- 4.7. Participants who were authorised to install scenery and equipment within the premises of the Romanian Athenaeum are under the obligation to manage all related logistics, including installation, operation and dismantling of scenery and equipment. Participants are under the obligation to ensure that all activities carried out by them on the premises of the Romanian Athenaeum comply with best industry practice.
- 4.8. Participants who were authorised to install scenery and equipment on the premises of the Romanian Athenaeum are under the obligation:
- a) to start setting up the scenery and equipment at the earliest 24 hours before the scheduled time of the event, unless another deadline is provided in the agreement/partnership signed with George Enescu Philharmonic;
 - b) to secure the dismantling and removal of the scenery and equipment from the premises of the Romanian Athenaeum within no more than 12 hours subsequent to the completion of the activities, unless another deadline is provided in the agreement/partnership signed with George Enescu Philharmonic.
- 4.9. Participants are also responsible to hand over the Romanian Athenaeum premises to George Enescu Philharmonic in the condition in which it was made available to them, subsequent to dismantling and removing the scenery and equipment.

5. Image and branding restrictions

- 5.1. The image and reputation of the Romanian Athenaeum Building are of inestimable value.
- 5.2. For the purposes of these General Terms, "Athenaeum Properties" means:
- a) the name "Romanian Athenaeum" and any name derived from it;
 - b) the image of the Romanian Athenaeum building;
 - c) the features of the Romanian Athenaeum building;
 - d) any still or moving images, whether or not accompanied by sound, in which the premises of the Romanian Athenaeum are reproduced in whole or in part; and

- e) the name, the logo and any other identifying elements of the George Enescu Philharmonic.
- 5.3. Except for Participants who, by the executed agreement or partnership, obtained written approval from George Enescu Philharmonic, it is strictly prohibited the use by any person of the Romanian Athenaeum Properties, in any form whatsoever:
- a) to promote the name or image of any persons, products, services or activities, whether profit-making or otherwise; or
 - b) in any manner that induces or could induce an association of the Philharmonic or the Romanian Athenaeum with social movements, political movements, religions or cults or any other third parties and activities associated therewith.
- 5.4. Except for the situation in which, by the executed agreement or partnership, Participants obtained written approval from George Enescu Philharmonic, Participants shall be strictly prohibited from exhibiting in the halls of the institution any objects, images or sounds which are against the status as cultural and classical music institution.
- 5.5. By way of exception, the use of still or moving images, with or without sound, in which all or part of the Romanian Athenaeum building is reproduced, is permitted without prior approval in the following situations:
- a) the use of images is for **purely private and non-commercial purposes** such as social media posts by visitors or spectators attending events;
 - b) performers participating in events hosted by the Romanian Athenaeum may use the Romanian Athenaeum Properties strictly for the purpose of publicising their artistic performances on the stage of the Romanian Athenaeum, in all cases, after their performance;
 - c) press organisations (written or audio-visual press) shall be able to use still or moving images including the Athenaeum Properties in order to inform the public about the events held within the Romanian Athenaeum.
- 5.6. In all cases, the Athenaeum Properties under the terms of the Clause 5.4 above should not portray the Romanian Athenaeum in a misleading, defamatory or harmful manner.
- 5.7. In all cases, any exhibition of objects, video or recording projects has to be requested in writing and in advance to the General Manager of George Enescu Philharmonic and requires its written approval.
- 5.8. It is strictly prohibited to place any products or advertising materials on the esplanade of the Romanian Athenaeum without the prior written consent of George Enescu Philharmonic.
- 5.9. Any video/audio-video projection or recording which is against the status of the institution is strictly prohibited.

6. Photographing or recording artistic performances

- 6.1. Participants are strictly prohibited to film, photograph or record, in any form whatsoever, the artistic performances rendered or communicated during the events organised on the premises of the Romanian Athenaeum. Any unauthorised recording of the performances and its use without the consent of the performers shall entail legal liability according to the legal applicable provisions.
- 6.2. George Enescu Philharmonic reserves the right to prohibit access on the premises of the Romanian Athenaeum of any person with professional or semi-professional photographic, filming or recording equipment. Spectators or visitors are allowed access on the premises of the Romanian Athenaeum with cell phones equipped with a photographing, filming or recording function, in observance of the provisions set out in Clause 6.1 above.
- 6.3. Only personnel authorised by George Enescu Philharmonic are permitted to record the Participating artists' performances, as per their written consent.
- 6.4. The spectators may access the official website of the George Enescu Philharmonic www.filarmonicaenescu.ro and the social media accounts of the George Enescu Philharmonic, where official photo and video material of the artistic events hosted on the premises of the Romanian Athenaeum shall be made available. Some of these materials shall be available for download by the public. Alteration in any form or editing of these materials is prohibited.
- 6.5. Official photographs and recordings taken by authorised personnel of George Enescu Philharmonic may include images of certain members of the audience. In accordance with Regulation 2016/679 on Personal Data Protection, individuals captured in official material may request, for reasons relating to their particular circumstances, to be anonymised (blurred) from such material.
- 6.6. Notwithstanding Section 5 above, by way of exception, at the request of artists or organisers of events held within the premises of the Romanian Athenaeum, George Enescu Philharmonic may authorise the presence of photographers and/or film crews contracted by artists or organisers. In this situation, the photographers and/or film crews shall strictly comply with all the requirements of the George Enescu Philharmonic including those relating to:
 - a) the equipment used, in the sense that only equipment that does not create discomfort through noise or light should be used;
 - b) places where photographers or camera crews may be positioned, on the understanding that they shall not obstruct the spectators' view of the events.

7. Liability

- 7.1. The Contracting Participants and the Artists Participants in the events held on the premises of the Romanian Athenaeum shall make sure that all their employees, contractors and partners shall fully comply with the provisions of these General Terms and the

agreements/partnerships concluded by the Contracting Participants with George Enescu Philharmonic. The Contracting Participants and the Artists Participants in the events held on the premises of the Romanian Athenaeum shall be liable for the acts and omissions of their employees, contractors and partners, as if they were their own acts or omissions, regardless of whether or not they directly participate in the activities taking place on the premises of the Romanian Athenaeum.

- 7.2. More specifically, Contracting Participants and Artists Participants shall make sure that their employees, contractors and partners shall refrain from using the Athenaeum Properties provided under Item 5.2 hereof to promote their name, image, products, services or activities.

By way of exception:

- a) the sponsors of performing artists or interpreters performing on the Athenaeum's stage, as well as the sponsors of the organisers of artistic events taking place within the premises of the Romanian Athenaeum may send public messages of support, encouragement, sympathy or congratulations to the sponsored artists or organisers, provided that they do not use any Athenaeum Property;
 - b) performing artists or interpreters performing on the Athenaeum's stage, as well as the organisers of artistic events taking place within the premises of the Athenaeum may send public messages of appreciation to their sponsors, provided that such messages do not suggest a commercial connection of the respective sponsor with the Romanian Athenaeum or George Enescu Philharmonic.
- 7.3. George Enescu Philharmonic disclaims any liability for any damages incurred by third parties in connection with activities or events organised by Contracting Participants. Exceptions are events or activities in relation to which George Enescu Philharmonic assumes in writing, in a document signed by its authorised representatives, the capacity of co-organiser of the event or activity in question.
- 7.4. Should the obligations provided under Clause 5.4. be breached, George Enescu Philharmonic shall be entitled to move noncompliant objects in a storing space, with the help of own employees.
- 7.5. George Enescu Philharmonic reserves the right to request the equivalent value for the storage of the moved objects.
- 7.6. George Enescu Philharmonic may prohibit the access of certain Participants in the hall and may cancel events at its discretion a, when same prejudice the status of the institution, without paying any damages.
- 7.7. The amounts due by Participants for the unused halls shall remain due, even in the case of certain restrictions or cancellations.

- 7.8. In case of breaching the obligations set forth under the General Terms, Contracting Participants and Participating Performers shall owe indemnifications depending on their classification as per the applicable rules.