

**General Terms and Conditions of gcc gmbh ("gcc") for conducting Guided Tours at Art Basel**

gcc gmbH is a service company in the field of cultural and event management. At the upcoming Art Basel in Basel in June 2022 gcc offers art history tours ("Guided Tours") to you, the customer.

Please note that gcc is an independent company and separate from the organizer of the fair Art Basel in Basel, a company called "MCH Messe Schweiz (Basel) AG" ("MCH").

In conducting the Guided Tours, gcc is bound by the conditions set up by MCH. This applies to the maximum number of visitors allowed to participate in the Guided Tours as well as numerous additional regulations and security measures imposed by MCH. For Art Basel in Basel 2022, our company as well as all customers and visitors are subject to special regulations regarding access to and behavior on the exhibition grounds due to the COVID-19 pandemic.

The following statements inform you as gcc's customer about the terms on which gcc conducts their Guided Tours.

**A. Service agreement and payment**

1. By booking a Guided Tour for visitors of Art Basel ("visitors") the customer agrees to the present General Terms and Conditions of gcc.
2. By the customer's receiving gcc's written booking confirmation, a contract is closed between customer and gcc regarding gcc's operating of a Guided Tour on behalf of the customer.
3. The Guided Tour is conducted by a guide from the gcc team ("guide"). The guides generally are trained art historians. Many of them are multilingual and have many years of experience in the mediation of art.
4. The customer owes gcc a fee for the Guided Tour, which is determined as follows::

Duration	Highlight-Tour
1 h	CHF 520,-
1.5 h	CHF 780,-
2 h	CHF 1040,-

5. In addition to the prices set out in A.4, gcc will charge the customer a surcharge of CHF 50 .- / h per Guided Tour if the customer books a multilingual tour (for example E-F) or requires a change to the previously booked topic or language later than 08.00 a.m. on the day of the booked Guided Tour or during the Guided Tour (for example, F instead of E or E-F instead of F) and if gcc performs a correspondingly modified Guided Tour.
6. All remunerations mentioned are excluding VAT and excluding admission to the fair Art Basel or Yearbook or catalogues. Additionally, every visitor needs a ticket for admission to the exhibition grounds, which the visitor or customers purchases directly from the fair.
7. Guided Tours are available in German, English, French, Italian and Spanish.
8. Payment of the remuneration by the customer is effectuated no later than 10 days prior to the Guided Tour through bank transfer to gcc's bank account as set forth in the booking confirmation. If such remuneration has not been effectuated by the time the Guided Tour is due to start, the customer has to pay cash or via credit card on-site at gcc's desk at Art Basel fair in Hall 5.
9. The permitted number of visitors per Guided Tour is limited due to restrictions imposed by MCH Messe Schweiz (Basel) AG, that is a maximum of 6 people on Tuesday and Wednesday June, 14<sup>th</sup> & 15<sup>th</sup>, 2022 - and from Thursday, June 16<sup>th</sup>, 2022 until including Sunday, June 19<sup>t</sup>, 2022 a maximum of 12 people. gcc may not exceed these numbers under any circumstances.
10. If the size of any customer group exceeds the aforementioned maximum sizes, the exceeding number of visitors has to stay behind or else, if the required number of guides is available at the time, the customer may book and pre-pay onsite one or several additional Guided Tours for which regular remunerations (as mentioned in A.4 above) are owed in each case. gcc is not obliged to operate such additional, unscheduled tours.

## B. Conducting of the Guided Tour

1. The choice of guide is at gcc's sole discretion. If the customer wishes a certain guide to conduct the Guided Tour, the customer's wish will be granted if feasible.
2. If a certain guide is not able to conduct the Guided Tour – for example due to health reasons – or if another customer already booked a certain guide, gcc will immediately try to find a suitable substitute. However, it is possible that the customer's choice of guide(s) or special subject for the Guided Tour cannot at all or cannot fully be considered. gcc may fulfill its obligations arising out of the contract with a guide of its choice.
3. gcc is not obliged to respond to a customer request to change the topic or language (A.5) later than 8 a.m. on the day of the booked Guided Tour. If gcc meets the customer's requirements, this may require the replacement of a guide.
4. **All guests must arrive at the agreed meeting point 10 minutes before the agreed start of the Guided Tour. All customers and their guests must meet all MCH conditions for unrestricted access to the exhibition grounds in advance (see also D2). Please inform yourself promptly at [www.artbasel.ch](http://www.artbasel.ch) in particular about the special access requirements to the exhibition grounds due to the COVID 19 pandemic. We anticipate a considerable administrative effort. Therefore, please be sure to plan an additional time slot in advance so that our Guided Tours can begin on time. If the customer or their guests are late, the Guided Tour will be shortened by the delay time. If the required number of guides is available at the time, the customer may book and pre-pay additional time for which regular remuneration (as mentioned in A.4 above) are applicable pro-rata. gcc is not obliged to operate such additional partial Guided Tours.**
5. In case the Guided Tour cannot be conducted for the complete duration or cannot be conducted at all, gcc will refund a pre-paid remuneration, fully or proportionally, as the case may be, to the customer, and gcc will be exempt from its contractual obligation to operate a full or partial Guided Tour.
6. Aforementioned B.5 is not applicable to disturbances of a Guided Tour due to high traffic or visitor congestion around, in front of or in the fair halls, which may, for example, be caused by regular visitor attendance or security measures imposed by MCH or by failure on the part of the customer or his guests to meet the conditions set out in B 4. Such disturbances may abbreviate the Guided Tour; however, they shall not be considered a full or partial non-conducting of the Guided Tour as set forth in B.5 and are no legal basis for any full or proportional refund of remuneration by gcc to the customer.
7. Often guides are booked for several subsequent Guided Tours, which may end or start at various locations. Therefore, guides are entitled to reduce the Guided Tour at its beginning and/or its end by such length of time as is needed to change location. Such reductions may abbreviate the Guided Tour; however, they shall not be considered a partial non-conducting of the Guided Tour as set forth in B.5 and are no legal basis for any full or proportional refund of remuneration by gcc to the customer. Guides will use such possibility with due care.
8. In no event gcc shall be liable for any additional (partial or full) direct or indirect costs or damages, which the visitor may incur in connection with the cancellation of a Guided Tour (e.g. for transport, catering, substitute programme, communication tools, etc.).
9. In any case gcc's liability shall be limited to deliberate acts and gross negligence.

## C. Privacy

gcc takes the protection of your personal data very seriously. We treat personal data confidentially and in accordance with the statutory data protection regulations and this privacy policy. The use of our website ([www.culture-consulting.ch](http://www.culture-consulting.ch)) is usually possible without providing personal data. If personal data (such as name, address or e-mail addresses) are collected on our pages, this is done on a voluntary basis, e.g. then, if you send us inquiries via contact form. In this case, your information from the inquiry form, including the contact details you provided there including the IP address for the purpose of processing the request and in case of follow-up questions are stored with us. We will not disclose this data or any other customer data that we become aware of without your consent. We use these exclusively for contract fulfillment or contract initiation and do not send any newsletters.

We will only retain your data for as long as necessary for the purposes for which we process your data or as long as there is a statutory retention period. After expiry of the deadlines, the corresponding data will be deleted, if they are no longer required for contract fulfillment or contract initiation.

You have the rights to information, correction, deletion, restriction, data portability, revocation and opposition. If you believe that the processing of your data violates data protection law or if your data protection claims have otherwise been violated in a way, you can complain to the supervisory authority. In particular, each person has the right to lodge a complaint with the respective supervisory authority in the state of his or her residence, place of work or place of alleged infringement.

Please note that data transmission over the Internet (for example, when communicating via e-mail) may have security vulnerabilities. A complete protection of the data from access by third parties is not possible.

#### D. Security at the fair / COVID-Guidelines

A trade fair with a high number of visitors and with modern and contemporary art can pose risks to visitors. In addition, very valuable works of art are on display at Art Basel that shall not be damaged under any circumstances. Therefore, gcc is obliged to observe numerous security measures imposed by MCH and to implement them towards guides, customers and visitors during a Guided Tour with gcc.

Should MCH issue further security requirements between the moment the customer is informed by gcc of its General Terms and Conditions and the actual execution of Art Basel, such as reinforced checks on persons or luggage, gcc is also obliged to observe and implement these requirements. In this case, guests will be informed verbally by gcc or the guides prior to the start of the Guided Tour. Please check Art Basel's webpage for additional Rules for Visitors, for instance at: <https://www.artbasel.com/basel/articles/rules-for-visitors>

The customer undertakes to adhere to the following security rules and to request of any visitors to do **the same**:

1. gcc may hand out coloured ribbons for identification of the customer or visitors which have to be worn during the Guided Tour in order to enable the security staff of MCH to perform a facilitated control of the participating customer and visitors and to deter foreign listeners.
2. The customer must ensure that all guests comply with the rules on baggage, electronic devices, access controls, etc. (available at <https://www.artbasel.com/basel/articles/rules-for-visitors>) and COVID 19 (see above B.4). before the guests appear at the gcc desk.
3. The depositing of items at the gcc desk in Hall 5 is not possible.
4. Each time they enter or leave an exhibition hall or lounge, guides, customers and guests must allow MCH security staff to check their bags, tickets and "Covid-19 certificate ribbons". Guests must have these items or documents ready for this purpose at all times.
5. To ensure your safety and an undisturbed conducting of the Guided Tour, we kindly ask you to strictly follow the instructions given by the guides and the MCH. security staff. In case the visitors do not follow the instructions given, the guide is entitled to discontinue the Guided Tour after a fruitless admonition of the visitors concerned. The amount paid for the Guided Tour will not be refunded in this case.
6. The art on display must not be touched unless it is explicitly permitted in particular cases. Please consult the guide in case of doubt.
7. Photographing is allowed for private purposes only. The use of tripods, selfie-sticks and similar devices as well as flash is prohibited.
8. The guides are entitled to freely determine the course of the Guided Tour. In case a work of art or a space is frequented by many other visitors or sales talks — recognized as such by the guide — are being conducted, the guide can always change a previously scheduled or announced course.
9. Some galleries do not wish to have Guided Tours in their cubicles. Therefore, according to rules imposed by MCH, gcc guides have to adhere to a "black list" of galleries in the Gallery Section (Hall 2.1 and 2.2) and in the Art Unlimited Section (Hall 1.2), which guides may not frequent with customers and visitors.

10. According to rules imposed by MCH, Guided Tours may not be conducted in the Gallery Section (Hall 2.1 and 2.2) prior to Thursday, June 16th, 2022. Prior to this date, Guided Tours may only frequent the Art Unlimited section in Hall 1.2 and the area outside the fair halls.
11. Art can often seem disturbing or frightening. Please let us know prior to the Guided Tour start, if any "problematic" art should be excluded from the Guided Tour or if minors are among the visitors.
12. Customers and visitors must make sure that minors participating in the Guided Tour equally follow the rules as described.