

General Terms and Conditions for written orders and online orders

Bayreuther Festspiele GmbH Terms of Business and Conditions of Use for written orders and online orders and for the performances at the Richard-Wagner-Festspiele 2017

1. Area of validity

1.1. These general terms and conditions regulate the legal relationships between Bayreuther Festspiele GmbH (hereafter: BF) and the ticket buyers and visitors to the performances at the Richard-Wagner-Festspiele 2017.

1.2. By ordering admission tickets for the Bayreuther Festspiele the buyer recognises the binding nature of these "Business Terms and Conditions of Use for the Bayreuther Festspiele 2017" (Version written orders and online orders) as valid and binding for him/herself and all visitors of the performances who receive admission tickets from him/her on the basis of his/her order. By concluding a contract to visit the performance and with the purchase of one or more admission tickets, these conditions become a valid agreement.

2. Entry prices

2.1. The admission tickets to a performance are allocated to various price categories. Tickets from these various price categories can be ordered for each performance. Ticket prices can be viewed in the relevant and currently valid price list.

2.2. In addition to the price of the admission tickets a handling charge of 6.00 Euro will be payable for each order process (invoice), as well as a charge of 2.00 Euro per invoiced ticket ("Der Ring des Nibelungen" 4 x 2.00 Euro per ticket). If payment is made by credit card, an additional charge of 5% of the invoice sum will be incurred (3.3.). The handling charge of 6.00 Euro will not be incurred for successful online orders (6.); the regulation regarding charges made for each invoiced admission ticket remains untouched.

2.3. Discounts will not be granted.

2.4. Performance programmes (brochures) and other benefits are not included in the ticket price.

3. Payment conditions

3.1. Payments are to be made, solely in Euro, after an invoice is issued by BF by the payment deadline stated in the invoice (three weeks as of the invoice date).

3.2. For payment of the admission tickets, the following methods of payment are available:

- Immediate payment by bank transfer to one of the bank accounts of BF
- Immediate payment by credit card: VISA and MasterCard

3.3. In the case of credit card payments an extra charge of 5% of the invoice amount will be made.

4. General terms and conditions

4.1. For the Bayreuther Festspiele 2017 a proportion of the admission tickets will be allocated to orders under consideration of previous waiting times (4.6.); a further proportion will be allocated independently of waiting times on a "first-come, first-served" basis – so-called immediate-sale-tickets. The procurement of the latter occurs in accordance with the General Terms and Conditions for immediate-sale-tickets.

- 4.2. Ticket orders will only be accepted in writing (5.) or via the Internet (6.).
- 4.3. Processing of ticket orders for the Bayreuther Festspiele 2017 begins on **15/10/2016**. Orders are to be made in such a way as to ensure that they arrive on the server of BF by **15/10/2016** at the latest.
- 4.4. Ticket orders for each of the individual performances can only be made by seat category. Pre-selection of concrete seats is precluded. Orders of several tickets for the same event will be processed in such a way as to allow ticket holders to be seated next to each other, as far as suitable places are available.
- 4.5. With the exception of the cycle-independent performance *Die Walküre* IV (18/08/2017), tickets for the tetralogy *Der Ring des Nibelungen*, consisting of the individual works *Das Rheingold*, *Die Walküre*, *Siegfried* and *Götterdämmerung*, can only be purchased together for the whole cycle.
- 4.6. Orders received will be processed independently of the order in which they were received. The processing of orders will take place under consideration of waiting periods. If a ticket order took place before 2016, and due to high demand was not considered, waiting times from previous years will be counted as waiting time as long as the ticket orders were made annually, consecutively to Bayreuther Festspiele.
- 4.7. If the number of ordered tickets cannot be covered within the framework of the available price quota, after the waiting times mentioned at Paragraph 4.6. have been taken into consideration, then a limit may be applied to the possible number of tickets per order for each performance. If alternative seats in another price category are available, BF retains the right to offer these.
- 4.8. With the acceptance of the transmitted offer (5.3. and/or 5.4., and 6.3.) and the resultant purchase of one or more admission tickets, a legally obliging contract comes into being between the person ordering the tickets and BF relating to attendance at the event; under the terms of that contract, the transfer of admittance tickets does not underlie the principles of property laws but the principles of debt recovery law.
- 4.9. If no admission tickets can be allocated to the person ordering, then he/she will not receive separate notice of this. If the person ordering does not receive an invoice by **15/01/2017**, it can be assumed that the order was not successful.

5. Written orders

- 5.1. Written orders are to be sent to: Bayreuther Festspiele GmbH, Kartenbüro, Postfach 10 02 62, 95402 Bayreuth
- 5.2. Written orders are generally to be tendered using the order form of BF. Freely written, direct orders can only be processed if they contain all of the necessary data and information necessary for processing. BF is not obliged to clarify queries in such cases. In the case of direct written orders, the validity of the contract is regulated at Paragraph 5.4. accordingly.
- 5.3. With the arrival of the written order at the ticket office of BF, the person ordering the tickets is placing a binding order, liable to costs, with BF, as well as a binding offer to conclude a contract under the law of obligations related to the attendance of the event. The delivery of the invoice makes the acceptance of this offer valid as an obliging confirmation of the tickets listed in it. The credit entry for the invoiced sum, paid using the payment methods made available, must arrive at BF by the payment deadline of three weeks as of the invoice date.
- 5.4. If the admission tickets listed in the invoice differ from the transmitted ticket order, this is to be understood as a new offer to the person ordering the tickets to buy these tickets and to conclude an enforceable contract related to the attendance of the event. The payment of the invoice sum within a deadline of three weeks as of the invoice date, which is also the

deadline for acceptance of the offer, is regarded as valid and binding acceptance of this offer. In the case of payments made after expiry of the deadline, the tickets may be issued elsewhere. The person ordering the tickets has no right, in this case, to lay claim to other admission tickets. Any claims for damages on the part of the person ordering are precluded in any case.

5.5. BF draws attention to the link to the online platform of the European Commission for Online Dispute Resolution (so-called Odr platform) for out of court settlement <http://ec.europa.eu/consumers/odr/>, which is set on the homepage of BF.

5.6. The e-mail of BF is as follows: ticket@bayreuther-festspiele.de

6. Ordering online

6.1. Online orders can be made under www.bayreuther-festspiele.de.

6.2. Payment of admission tickets using the online order system is possible, under recognition of the stipulation in Paragraph 3., by means of bank transfer or credit card.

6.3. In confirming the conclusion of the order process, by clicking the button **“Place binding order under obligation of payment”**, the person ordering the tickets places a binding order under obligation of payment to Bayreuther Festspiele GmbH as well as a binding offer to conclude a binding contract under the law of obligations related to the attendance of the event. The regulations of Paragraph 5. 3., Sentences 2 to 4 and Paragraph 5. 4. are valid accordingly.

6.4. Persons ordering are themselves responsible for the correctness of the data that they give within the scope of the order process. This is valid for the order accordingly as such (selection of the performance, number of tickets, etc.) and for personal data (address, e-mail address etc). The consequences of any mistakes made will be borne by the person ordering.

6.5. The online order process itself, as well as the concrete ticket order process, may be interrupted at any time or cancelled completely by BF if a proper or legal execution of the order process is no longer possible. This includes, in particular, cases involving technical difficulties (hardware and software errors, computer viruses, server problems, etc.) and external manipulations or attempts to manipulate and/or a lack of legal prerequisites.

7. 7. Personalisation and dispatch

7.1. Entry tickets resulting from the order process will be personalised with the name of the person ordering the tickets.

7.2. After total payment has been made, the tickets will be sent to the given postal address by registered post (inland) or by registered post with confirmation slip (foreign countries) at the ordering person's own risk.

7.3. The date, time and performance on the allocated and delivered admission tickets are to be checked after receipt. BF is to be informed immediately of any mistakes found when comparing the tickets with the order or invoice.

8. Acceptance of returned tickets

8.1. Entry tickets already paid for, as a general principle, can be neither returned nor exchanged. For expired tickets no substitution will be given.

8.2. Changes in the cast, including changes in the musical direction or the production team, or any other changes in the running of the performance, do not lead to any entitlement to return tickets.

8.3. In the case of cancellation of the performance, payment made for tickets will only be

returned if no more than one act (Akt or Aufzug) has been shown – this also applies in the case of *Der fliegende Holländer* and/or in the case of *Das Rheingold* if no more than one scene has been shown. The right to a refund expires if the claim is not asserted to BF within two weeks after the performance in question.

8.4. In the case of cancellation of the performance before it has begun, the admission tickets affected by the cancellation of the performance will be taken back and the admission fee will be returned, however, not including the charge of 2,00 Euro per entry ticket (for “Der Ring des Nibelungen” 4 x 2,00 Euro per entry ticket), and not including the handling charge. The right to refund expires if the claim is not asserted to BF within two weeks after the performance in question.

8.5. In the cases of Paragraphs 8.3. and 8.4. any further claims or rights of the ticket holder or the person ordering the tickets are precluded.

9. Loss of tickets

9.1. If an entry ticket is lost, a one-time application for the issue of a replacement ticket, which will be charged for, can be made **up to 30 minutes before** the beginning of the performance at the ticket office of BF, provided the visitor can prove by naming the exact seat or otherwise stating plausibly which ticket has been acquired and lost. The replacement ticket (duplicate) will be kept for the visitor at the ticket office of BF and can, as a general principle, only be collected by the person in whose name the ticket is registered after presentation of photographic proof of identity. The charge for issuing a replacement ticket is 10% of the regular price of the ticket.

9.2. If the original ticket and the replacement ticket for the same seat are presented by different visitors, then the holder of the original ticket will, as a matter of principle, be given precedence over the holder of the replacement ticket. The replacement ticket does not, in this case, justify any right to be allocated to another seat or return of the ticket price. BF is not obliged to check whether the holder of the original ticket is also the legal owner of that ticket. In exceptional cases, BF can declare or recognise a reverse order of precedence. The affected ticket owner in each case has neither the right to recognition of an exceptional case nor the right to raise a claim against BF on the grounds of such recognition of an exceptional case in contrast to the usual case.

10. Further sale and transfer of admission tickets

10.1. BF is sponsored by the delegates of the Bundesregierung für Kultur und Medien (German Federal Government for Culture and Media), by Freistaat Bayern (the Free State of Bavaria), by Stadt Bayreuth (the City of Bayreuth), by the Society of Friends of Bayreuth e.V. (Gesellschaft der Freunde von Bayreuth e.V.) and Bezirk Oberfranken (the District of Upper Franconia). They feel obliged to a balanced and fair price policy and endeavour to maintain and implement a socially viable price structure and a fair distribution.

10.2. The person ordering tickets declares by his/her acceptance of the conditions that the admission tickets are being acquired solely for private use.

10.3. The person ordering and the person receiving can only cede to a third-party his/her rights and obligations under this contract concluded with BF and related to the event, including, as a result, the right to demand admission to the performance(s), under the condition that the third-party assumes all rights and obligations in the stead of the person ordering as a contract party with BF and under the condition that no ban on such a cession exists as according to the following regulations.

10.4. The resale of admission tickets is forbidden in the following cases (ban on cession); agreement will not be given:

- a) in the case of sale or forwarding of admission tickets or the procurement of admission tickets for third parties if this occurs within the framework of professional and/or commercial business;
- b) in the case of sale of admission tickets on non-authorized Internet platforms, for example, and in particular, eBay or non-authorized Online-Ticket-Markets, or within the framework of Internet auctions; an exception here is the sale within the scope of a so-called immediate-sale (Buy it Now) or immediate-sale at a price not higher than the original price of the ticket, including the ticket charge and – if such costs were incurred – a proportion of the processing charge, in addition to costs which were or will be incurred to the seller during the procurement and/or during the resale of the ticket by the chosen method (e.g. postage and/or e.g. eBay charge or similar charges);
- c) in the case of sale of tickets at a price which is higher than the original price of the tickets including the card charge and – if such costs were incurred – any costs which have been or will be incurred to the seller as a result of procurement or resale of the tickets;
- d) in the case of sale of tickets to make a profit or the act of procuring admission tickets in the name of a third person in order to make a profit by acting as an agency; in this respect, the aim of making a profit applies to the intention to sell the ticket at a price which exceeds the original price of the ticket, including the ticket charge and – if such costs were incurred – a proportion of the processing charge, in addition to costs which were or will be incurred to the seller during the procurement and/or during the resale of the ticket by the chosen method;
- e) in the case of handing on tickets to others or reselling tickets for purposes related to advertising or marketing, as a bonus, a give-away or prize, or as part of a hospitality or travel programme which is not authorised by the event organiser; or
- f) in the case of sale of admission tickets without reference to these general terms and conditions.

10.5. The resale or forwarding of admission tickets whilst maintaining the conditions stated at Paragraph 10.4. b)-f) remains untouched.

10.6. BF can refuse to distribute tickets to those persons who deal with tickets commercially without prior written permission of BF; to persons who have resold or tried to resell tickets during a Festival season and violated the regulations – which are applicable in each case – regarding resale and handing on of tickets by doing so; and to those who make admission tickets available to such persons. Admission tickets which have already been allocated and/or sent to the person ordering may be declared invalid (electronic locking of the barcode) or demanded back by BF in the case of violation of the foregoing stipulations at Paragraphs 10.2. to 10.4. This is also applicable in cases of attempts to sell tickets in violation of the foregoing stipulations at Paragraphs 10.2. to 10.4.

10.7. Holders of such locked admission tickets can be refused entry and visitation of the performance by BF.

10.8. BF is neither liable for the validity of admission tickets of other ticket sellers nor for their services nor their prices.

11. Beginning times and admittance

11.1. Only the official publications of BF on the BF-run website (www.bayreuther-festspiele.de) and on the admission tickets themselves contain binding performance-related data (date and beginning times). The right to make short-term changes, such as rescheduling the beginning of the performance to later on the same day, is reserved. BF takes no

responsibility for statements made in other publications.

11.2. After the beginning of the performance, visitors can only be let into the auditorium during an official break, for reasons of safety and out of consideration towards the performing artists and the other visitors.

12. Householder's rights

12.1. BF practices householder's rights at Festspielhaus Bayreuth. BF is entitled to declare bans, expel persons from the house and take any other suitable measures within the framework of these householder's rights. In particular, visitors can be expelled from performances if they cause disturbance, bother other guests or, in any other serious manner or repeatedly, break the house rules or any conditions of use related to the event. Entry can be refused if there is a founded suspicion that the visitor will disturb the performance or bother other guests. A refund of the ticket price will not occur in such cases.

12.2. The visitor shall only occupy the seat which is stated on his/her ticket or the seat which the admittance staff allocate him/her to. If he/she has taken up a seat for which he/she does not possess a valid ticket or to which he/she has not been allocated, then BF may instruct the visitor to leave that seat or even the whole performance.

12.3. To privately offer or resell admission tickets within the rooms or on the grounds of Festspielhaus Bayreuth is forbidden.

12.4. Mobile electronic devices, pagers and acoustic signalling devices of any kind can only be taken into the auditorium if they are turned off.

12.5. It is not permitted to take food or drink into the auditorium or to eat or drink there.

12.6. For reasons relating to animal protection and for reasons of space, blind-dogs or other animals with similar, corresponding functions cannot be taken into the auditorium. If informed in advance, BF will provide admission personnel for the purpose of guiding affected persons and allocating them to their seats.

12.7. Smoking is forbidden in all publicly accessible rooms of Festspielhaus Bayreuth.

13. Prohibition of image or sound recordings

The creation of images or of sound recordings of any kind in the auditorium is prohibited, not least for reasons relating to copyright. Violations may lead to claims for damages or measures in accordance with Paragraph 12.1.

14. Audiovisual recordings and photographs taken by BF or third parties

14.1. In the case that audio-visual recordings of a performance are made, a visitor may appear within the picture as part of the audience. Also mirrored images, depending on scenes, are possible. The visitor agrees unconditionally to the utilisation of such recordings and their content to the fullest extent without temporal or spatial limits. Claims, including any relating to payment, on the part of the affected visitor are not justified by this.

14.2. By purchasing an entry ticket and/or visiting the performance, the visitor declares his/her agreement that BF, its delegates or any authorised third-party can make audio-visual recordings or photographic images of the visitor which render the visitor recognisable as a visitor of the performance, furthermore, that copies of these images may be made and that they may be utilised with regard to their content to the fullest extent without temporal or spatial limits. Claims, including any relating to payment, on the part of the affected visitor are not justified by this.

14.3. The procurer of the ticket and the visitor of the performance are aware that both in the festival house and on the festival grounds photographs and audio-visual recordings can be

made by other visitors which could render the visitor recognisable as a visitor of the performance. BF is not liable for such recordings or photographs; this is particularly valid in the case that such recordings or photographs are made publicly accessible in the Internet (e.g. social media platforms such as Facebook etc.). The regulation at Paragraph 13, as well as any rights or claims of the involved visitor against third parties who have taken such photographs or made such recordings and/or made these publicly accessible, remain untouched.

15. Liability

If damage is suffered by a visitor in the rooms or on the grounds of Festspielhaus Bayreuth, then BF, its lawful representatives and its agents will only be liable in cases of wilful damage or gross negligence. This restriction of liability is not valid for claims arising from injury to life, actual bodily harm or harm to health.

16. Data protection regulations

16.1. Personal data related to orders will be taken, processed, saved and used to the extent necessary for the order in accordance with the stipulations of the data-protection laws, to facilitate and execute the contract and for the handling of the order.

16.2. The ticket buyer, in concluding a binding ticket-order, consents to the storage and use of his/her personal data, as stated in the foregoing regulation. A revocation of this consent can be expressed at any time to BF.

16.3. In connection with the execution and conclusion of the order or contract – insofar as the registration is successful – and of the Newsletter (Paragraph 17.), BF uses the services of other companies and/or individual persons (e.g. for delivery of letters or emails, execution of payments by credit card or immediate transfers etc.). These service providers receive access to the personal information and data of the person ordering, insofar as the information/data is required for the fulfilment of the respective tasks; however, they are not permitted to use this data/information for other purposes. These service providers are obligated to comply with the data-protection regulations at hand as well as the relevant data-protection laws. Furthermore, the personal data of the person ordering, including the personal data related to the order, will be forwarded if BF is obligated to so by law, if such forwarding of information/data is necessary in order to fulfil BF's Terms of Business and Conditions of Use or other agreements between the person ordering and BF, or to protect the rights of BF and/or the person ordering. This includes exchange of data with companies and persons with whom BF cooperates in order to prevent misuse of data, fraud, violation of contract and other similar occurrences or take action on the grounds of such occurrences. Notwithstanding, no forwarding of data to third parties for economic exploitation will occur which would be contrary to this data-protection declaration and valid data-protection laws

17. Newsletter

By registering for the Newsletter of the Bayreuther Festspiele, the ordering party gives his/her consent that the personal data given by the ordering party, in particular the email address as well as the personal data related to the order, can be used by BF for general and personalised advertising including presentation and offering of special offers and/or services of BF in cooperation with third parties (e.g, sponsors). In the case that such presentations and/or advertising are not (or no longer) desired by the ordering party, he/she can contradict or retract this consent at any time. Notification in writing using the contact data named in the

newsletter (e.g. email, fax, letter) is sufficient. Deregistration from the newsletter is also possible at the end of each email.

18. Protective clause

In the case that regulations within these General Terms and Conditions of Use should be or become completely or partly inoperative or void, the remaining effectiveness will remain unaffected by this. A void clause or part clause is to be replaced by a regulation which comes, with regard to content, closest to the void regulation.

Version: 26/08/2016

signed

Prof. Katharina Wagner, Holger von Berg

Managing Directors (Geschäftsführer) Bayreuther Festspiele GmbH