

General Terms and Conditions for Online Orders and Written Orders

Bayreuther Festspiele GmbH Terms of Business and Conditions of Use for Online Orders and Written Orders and for the performances at Richard-Wagner-Festspiele 2020 including the special concert "Beethoven IX." on August 30, 2020

1. Area of validity

1.1. These General Terms and Conditions (GTC) regulate the legal relationships between Bayreuther Festspiele GmbH (hereafter: BF) and the ticket buyers (hereafter Ordering Party) and visitors to the performances at Richard-Wagner-Festspiele 2020 including the special concert "Beethoven IX." on August 30, 2020; the term "performance" used in these GTC includes this special concert.

1.2. By ordering admission tickets for the Bayreuther Festspiele the Ordering Party recognises the binding nature of these "Business Terms and Conditions of Use for the Bayreuther Festspiele 2019" (Version Online Orders and Written Orders) as valid for him/herself and all visitors of the performances who receive tickets for personal use from him/her on the basis of his/her ticket order. By concluding a contract to visit the performance and by the purchase of one or more tickets, these conditions become a valid agreement.

2. Admission prices and fees

2.1. The tickets to a performance are allocated to various price categories. Tickets from these various price categories can be ordered for one performance. Ticket prices can be viewed in the respective, currently valid price list.

2.2. In addition to the ticket price, the following fees apply for each successful order transaction or per invoice:

- A processing fee of 6.00 Euro for written orders (6.); the processing fee of 6.00 Euro is not incurred for online orders (5.)
- Regardless of the form of the order, a fee of 4.00 Euro per seat sold, in the case of a ticket for "Der Ring des Nibelungen" 4x 4,00 Euro per seat sold
- Printing and shipping costs of 16.00 Euro for postal deliveries (7.2.)

2.3. Discounts will not be granted.

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

3. Transmission of invoice and terms of payment

3.1. In the standard process, invoices can be viewed, downloaded and printed solely at www.bayreutherfestspiele.de/en/ in the personal log-in area of the customer ("My Festival"). Before the invoice is made available, the Ordering Party will be informed by email that an offer can be made for the purchase of tickets and that a corresponding invoice can be called up under "My Festival". If the customer chooses to have their tickets sent by postal delivery, which is subject to a fee (2.2., 7.2), the invoice will also be sent by post.

3.2. Payments are to be made solely in Euro, following issue of the invoice by BF, and within the payment period stated in the invoice (three weeks as of the invoice date).

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

- Bank transfer to one of the accounts of BF
- Credit card payment: VISA and MasterCard

4. General Conditions of Order

4.1. For the Bayreuther Festspiele 2020 a proportion of the tickets will be allocated to orders under consideration of previous waiting times (4.7.); a further proportion will be allocated independently of waiting times on a "first-come, first-served" basis – so-called Online immediate payment tickets. The procurement of the latter occurs in accordance with the General Terms and Conditions for Online Immediate Payment Tickets.

4.2. Ticket orders are only accepted via Internet (5.) or in writing (6.).

4.3. To order a ticket, the valid email address and postal address of the Ordering Party must be provided. If a professional email address is provided, the customer must him-/herself ensure that such private use of any email address which is otherwise used for professional

purposes is permitted for the purpose of further processing and, if applicable, processing of the order (e.g. sending the invoice). If the Ordering Party does not have an email address or does not wish to use an email address for the order process, tickets can only be ordered in conjunction with postal delivery, for which a separate fee is charged in the event of a successful order (2.2, 7.2.).

4.4. The processing of ticket orders for the Bayreuther Festspiele 2020 begins as of November 2019. Orders must be placed in such a way that they are received on the BF server by **31/Oct/2019** at the latest (5.) or in writing by **16/Oct/2019** at the latest (6.).

4.5. Ticket orders for each of the individual performances can only be made by seat category. Pre-selection of concrete seats is precluded. Orders for several tickets to the same event will be processed in such a way as to allow ticket holders to be situated adjacent to each other, insofar as suitable places are available. Due to excess demand, any express wish of the Ordering Party to only procure tickets for adjacent seats within the scope of the order may influence the waiting times in accordance with 4.7.

4.6. The performances of the tetralogy "Der Ring des Nibelungen", consisting of the individual works "Das Rheingold", "Die Walküre", "Siegfried" and "Götterdämmerung", can only be purchased together as an entire cycle. Notwithstanding this foregoing first sentence, BF reserves the right to sell the individual works of the tetralogy individually and/or in pairs (e.g. one ticket for both individual works "Das Rheingold" and "Die Walküre" or a ticket for the two individual works "Siegfried" and "Götterdämmerung").

4.7. Orders received will be processed independently of the order in which they were received. The ticket ordering process occurs under particular consideration of previous waiting times and the demand for individual performances (new production, weekday, distribution of seats [requests for adjacent seats only] and price category). If a ticket order took place before the ticket order of 2019, and due to excess demand was not considered, this will be taken into consideration in the waiting time.

4.8. If the Ordering Party does not require tickets for the Bayreuth Festival 2020, but wishes to have this year considered as a waiting year pursuant to 4.7, provision of the corresponding information on the order form is sufficient. A waiting year can be taken into consideration for a maximum of two consecutive years.

4.9. A maximum of four tickets can be ordered for one performance of each performed work of the Bayreuther Festspiele 2020. As of price category (PK) 8, the number has to be limited to two tickets per performed work due to the high demand. Orders for several performances of the same work will not be considered.

4.10. If the number of tickets ordered cannot be covered within the scope of the available price categories, then following consideration of the waiting times pursuant to 4.7., the number of tickets issued may be further limited below the aforementioned limit at 4.9 for each performance and for each order. If alternative seats in another price category are available, BF retains the right to offer these.

4.11. For each performance there is one wheelchair space and a place for one accompanying person (price category 6 in each case), which can only be ordered and submitted together. These places can only be purchased using the online order process (5.) or the written order process (6.).

4.12. For visitors with limited mobility, up to 20 seats around the edge of the parquet are available for each performance (in price categories 2 and 3 with barrier-free access). BF is entitled, in the course of invoicing or before sending the tickets, to request the Ordering Party to provide proof of any corresponding mobility restrictions (e.g. an according disability pass).

4.13. With the acceptance of the transmitted offer (5.3. and 6.4.) and the resultant purchase of one or more admission tickets by paying the invoice, a legally obliging contract comes into existence, relating to attendance at the event, between the Ordering Party and BF; the enforceability of this contract does not underlie the principles of property laws but the principles of debt recovery law.

4.14. If no tickets can be issued to the Ordering Party, no separate notification of cancellation will be given. If the Ordering Party does not receive an invoice by **29/Feb/2020**, it can be assumed that the order was not successful.

5. Online order (standard order)

5.1. Online orders can be placed following registration and successful log-in at www.bayreuther-festspiele.de/en/.

5.2. In confirming the completion of the order transaction by clicking the “Order Now” button, the Ordering Party submits his ticket requests for the Bayreuther Festspiele 2020 to BF (“*invitatio ad offerendum*” – invitation to submit an offer). If the wishes of the purchaser, including the alternative wishes, can be fulfilled in whole or in part by BF, the purchaser will receive an invoice in accordance with 3.1 – i.e. it will be made available in his personal log-in area (“My Festival”).

5.3. BF's invoice is simultaneously valid as an offer to conclude a contract concerning event attendance under the law of obligations. Payment of the invoice amount within a payment period of three weeks from the invoice date, which is also the period for acceptance of the offer, shall be deemed binding acceptance of this offer. The payment (credit entry) of the invoice amount, paid using the payment methods made available, must arrive at BF within the payment period. In the case of payments made which do not meet the deadline, the offered tickets may be issued elsewhere. In this case, the customer has no right to claim the previously offered and invoiced tickets or the issuance of any other tickets. Any right of the person ordering to claim for damages is precluded in any case.

5.4. Payment of admission tickets using the online order process is possible under recognition of the stipulation in Par. 3 by means of bank transfer or credit card.

5.5. The Ordering Party is him/herself responsible for the accuracy of the data that they give within the scope of the order process. This applies both to the order itself (selection of performances, number of tickets, etc.) and to the personal details (postal address, email address, etc.). The consequences of any mistakes made will be borne by the Ordering Party.

5.6. 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 manipulation attempts and/or a lack of legal prerequisites.

5.7. BF makes reference to the link to the EU Commission's online platform for out-of-court online dispute resolution (so-called OS platform) <http://ec.europa.eu/consumers/odr/>, which is posted on BF's homepage.

5.8. The email address of BF is as follows: ticket@bayreuther-festspiele.de

6. Written orders

6.1. Written orders are to be sent by letter post to: Bayreuther Festspiele GmbH, Kartenbüro, Postfach 10 02 62, 95402 Bayreuth. Orders sent by fax or email will not be accepted and will not be processed.

6.2. The BF order form must be used for written orders and will be sent by post to the Ordering Party by the BF ticket office together with the order documents after the Bayreuther Festspiele 2018 in the event of previous written orders and a corresponding request, or on request at the BF ticket office. As a general rule, freely written orders cannot be processed. BF is not obliged to clarify queries in cases of freely written orders.

6.3. Upon receipt of the written order by the ticket office of BF, the Ordering Party submits his ticket requests for the Bayreuther Festspiele 2019 to the BF (“*invitatio ad offerendum*” – request to submit an offer). Insofar as the purchaser's wishes, including alternative wishes, can be fulfilled in whole or in part by BF, the purchaser will receive an invoice in accordance with 3.1.

6.4. The provisions at 5.3. to 5.5. shall apply accordingly.

7. Personalisation and activation, provision and dispatch of tickets

7.1. All tickets of an order transaction will be issued in the name of the Ordering Party; before the admission tickets are made available or dispatched, the specific user of the respective admission ticket must also be specified in accordance with the following provisions and will also be identified on the respective admission ticket.

7.2. In the standard procedure, following complete payment as of **15/Jun/2020**, the tickets can be printed out following successful personalisation (7.3.) under www.bayreuther-festspiele.de/en/ in the personal log-in area of the customer ("My Festival"). If the customer has chosen to have their tickets sent to them by post at the time of ordering, the tickets will be sent as printed tickets by letter post, as of **15/Jun/2020** and at the customer's risk, to the specified postal address after full payment has been made and personalisation (7.4.) has been completed. For postal delivery, additional charges are incurred per order (invoice) in accordance with 2.2. As a general rule, postal delivery is only possible for domestic orders and orders from other European countries.

7.3. The tickets provided under www.bayreuther-festspiele.de/en/ in the personal log-in area of the Ordering Party are to be personalised by the Ordering Party before printing, which is an obligation to be carried out by the Ordering Party, by stating the first and last name of the respective user. Only tickets that are personalised to the specific user and thus activated are valid. The **personalisation and activation** of the tickets by the Ordering Party must take place **at the latest seven calendar days before the respective performance**. After expiry of this period, personalisation and activation of the tickets is no longer possible. No replacement will be made for tickets that were not personalised in due time (8.1.). Personalised tickets can only be rewritten and assigned to another user by the BF ticket Office in accordance with 8.2.

7.4. If the Ordering Party has chosen to have their tickets sent to them by post at the time of ordering, the tickets can, following full payment, be personalised by the Ordering Party in the personal log-in area of the Ordering Party ("My Festival") by **14/Jun/2020** at www.bayreuther-festspiele.de/en/ by specifying the respective user. Only tickets which have been personalised to the specific user are valid and will be sent by post. If the Ordering Party does not have a personal log-in area, personalisation can also be carried out analogously using the appropriate form, which – provided the ordering party has chosen to have the tickets sent by post and an offer to purchase tickets is possible which can be submitted to him/her – is sent to the Ordering Party together with the invoice and is to be returned by the Ordering Party to the address stated in 6.1. In **the case of online personalisation** in accordance with sentence 1 above, the **personalisation** of the tickets by the Ordering Party must be effected – irrespective of the specific date of the performance – no later **than 14/Jun/2020**, and in the case of **analogue personalisation** in accordance with sentence 2 above **at the latest 03/May/2020 (receipt of the form by BF)**; after expiry of this period, personalisation and mailing of the tickets is no longer possible. The provisions under 7.3. Sentences 4 and 5 shall apply mutatis mutandis.

7.5. Date, time and performance on the invoice as well as on the allocated and sent tickets must be checked upon receipt. BF is to be informed immediately of any mistakes found when comparing the tickets with the order or invoice.

8. Ticket return and ticket transfer

8.1. Entry tickets already paid for can, as a general principle, be neither returned nor exchanged. In certain cases the resale of admission tickets by the Ordering party is subject to a ban on cession (10.4.). No substitution will be given for expired tickets. This also applies in cases where the tickets have not been personalised and activated within the specified period (7.3. and 7.4.).

8.2. Admission tickets which have been personalised in accordance with 7.3. or 7.4. can only be transferred to another person by the BF ticket office at the request of the Ordering Party. Handwritten changes to the name of the visitor by the Ordering Party or other third parties or any according deletions will render the ticket invalid. BF is entitled to charge a fee of 5,00 Euros for the transfer. This does not apply if the Ordering Party provides objective reasons for the necessity of the transfer (e.g. medical certificate, death, etc.).

8.3. Holders of tickets procured via the standard procedure which have not been personalised in accordance with 7.3. or 7.4. or which have not been transferred in accordance with 8.2. may be denied access and attendance of the performance by BF.

8.4. 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.

8.5. In the case of cancellation of the performance, payment made for tickets will only be returned if not 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 not more than one scene has been shown. The right to refund expires if the claim is not asserted in at least text form to BF within two weeks after the performance in question.

8.6. In the case of cancellation of the performance before the performance has begun, the admission tickets affected by the cancellation of the performance will be withdrawn and the admission fee will be returned, however, not including the charge of 4.00 Euro per ticket (for *Der Ring des Nibelungen* 4 x 4.00 Euro per ticket), and not including the handling charge and/or postal delivery charge, insofar as such charges have occurred. The right to refund expires if it is not asserted within two weeks of the performance in question, at least in text form to BF.

8.7. In cases in which 8.5 and 8.6 become applicable, any further claims or rights of the ticket holder or the person ordering the tickets are precluded.

9. Loss of tickets

9.1. If a 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 stating plausibly which ticket has been acquired and lost. The issue of a replacement ticket (duplicate) can only be requested by the Ordering Party to whom the ticket(s) has/have been issued or by the personalised user on presentation of photographic ID. Replacement tickets are only issued to these persons as a general rule. The fee for issuing a replacement ticket is 10 % of the regular purchase price of the ticket, up to a maximum of 20.00 euros.

9.2. In the case of tickets procured via the standard procedure, if two visitors present tickets for the same seat at a performance, the person to whom the ticket is personalised always has priority over the holder of the other ticket. In the case of postage tickets, 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 other ticket does not, in either of the two cases, justify any right to be allocated to another seat or return of the ticket price. In duly justified exceptional cases, the BF may acknowledge and/or declare a reversal of this general priority. 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 Gesellschaft der Freunde von Bayreuth e.V. (Society of Friends of 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 Ordering Party declares by his/her acceptance of the conditions that the admission tickets are being acquired exclusively for private use.

10.3. The Ordering Party and the person receiving can only cede to a third-party his/her rights and obligations concluded under this contract concerning event attendance with BF (4.1.), thus also including, as a result, the right to demand admission to the performanc(es), under the condition that the third-party assumes all rights and obligations in the stead of the Ordering Party as a contract party with BF and under the condition that no ban on 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 in these cases:

- a) Sale or forwarding of admission tickets or the purchase of admission tickets for third parties if this occurs within the framework of professional and/or commercial business,
- b) In the event of the sale of tickets via unauthorised Internet platforms, for example, and in particular, eBay or non-authorised Online-Ticket-Markets (e.g. viagogo) or within the scope of Internet auctions; an exception here is sale within the scope of a so-called “buy it now” sale or “buy it now” sale at a price which is not higher than the original price of the ticket, including the ticket charge and – if such costs were incurred – the proportion of the processing fee plus 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 event of the sale of tickets at a price which is not higher than the original price of the ticket including the ticket charge and – if such costs were incurred – part of the processing fee plus 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 tickets in the name of a third party in order to make a profit by acting as an agency, although in this respect, the aim of making a profit applies to the intention to sell the ticket at a price which is higher than the original price of the ticket, including the ticket charge and – if such costs were incurred – the proportion of the processing fee, plus costs which were or will be incurred to the seller during the procurement and/or during the resale of the ticket;
- e) In the case of handing on tickets to others or reselling tickets for purposes related to advertising or marketing, as a bonus, 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 the above item 10.4. b)-f) remains untouched.

10.6. Admission tickets that are resold and passed on after personalisation (7.3., 7.4.) has been carried out, must – notwithstanding the foregoing provisions – in accordance with Sections 10.3. and 10.5., always be transferred to the new user in accordance with 8.2.

10.7. BF may refuse to hand over and/or send admission tickets to persons who have violated the foregoing stipulations at 10.2. to 10.4. or who have attempted to resell the tickets in violation of the above provisions at 10.2. to 10.4. The same applies to 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 valid in each case as regards resale and handing on of tickets by doing so; and to those who make tickets accessible to such persons. In such cases, BF shall also be entitled to refuse a transfer in accordance with 10.6; this shall apply irrespective of who requests the transfer. In the case of violation of the foregoing stipulations at 10.2. to 10.4., tickets which have already been issued and/or sent to the Ordering Party, may be declared invalid (electronic locking of the barcode) or demanded back by BF. This is also applicable to cases of attempts to sell tickets in violation of the foregoing stipulations at 10.2. to 10.4.

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

10.9. BF accepts no liability for the validity of admission tickets of other ticket sellers nor for their performance 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/en/) and on the admission tickets themselves contain binding performance-related data (date and beginning times). The right to make changes at short notice, for example rescheduling the beginning of the performance to later on the same day, remains reserved. BF takes no responsibility for statements made in other publications.

11.2. After the beginning of the performance, visitors can only be admitted to the auditorium during an official break, for reasons of safety and of consideration towards the performing artists and the other visitors. Due to current security requirements, there may be delays at

the entrance gates to the Festspielhaus as well as longer waiting times at the cloakroom and/or cloakroom depots in front of the Festspielhaus. The visitors themselves are responsible for considering such delays. Delays caused in this way do not entitle the visitor to enter the auditorium after the beginning of the performance.

12. Householder's rights and restrictions on the carrying of objects

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 disturb them, bother other guests or, in any other serious manner or repeatedly, violate the house rules or any conditions of use related to the event. Access may be refused if there are reasonable grounds to suspect that the visitor will disturb the performance or harass or disturb other visitors. A refund of the ticket price will not occur in such cases.

12.2. The visitor shall only take up the place which is stated on his/her ticket or the place 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 – in particular, one which has been personalised to his/her name – 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 people and allocating them to their seats.

12.7. For reasons of safety, it is forbidden to take bulky and – regardless of size – dangerous objects or seat cushions into the Festspielhaus. Handbags are allowed up to a maximum size of 18cmx26cmx6cm. In the event of deviating official safety requirements, these shall take precedence.

12.8. 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 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 utilization 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 a ticket or visiting the performance, the visitor declares his/her further 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. Any claims – including any related to remuneration – of the affected viewers are not justified by this.

14.3. The procurer of the ticket and the visitor of performance are aware that both in the festival house and on the festival grounds photographs and audiovisual 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 on 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

For damage 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 and 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. Notwithstanding the data protection declaration of BF (accessible under: <https://www.bayreuther-festspiele.de/en/contact/privacy-policy/>), the personal order data will be collected, processed, stored, and used in compliance with data protection law to the extent necessary for the initiation and execution of the contract and the processing of the order.

16.2. The Ordering Party agrees at the latest upon payment of the invoice (acceptance of the offer pursuant to 5.3. or 6.4.) to the storage and, as set out in the above regulation, the use of his/her personal data. A revocation of this consent can be expressed at any time to BF. The rights as a data subject of the Ordering Party as well as other information on data protection pursuant to Art. 13 GDPR can be found at <https://www.bayreuther-festspiele.de/en/contact/privacy-policy/>.

16.3. BF also makes use of the services of other companies and/or individuals (e.g. for dispatch of letters or e-mails, payment processing by credit card or immediate transfer, etc.) in connection with the execution and handling of the order and/or the contract as well as – insofar as a registration has been made – the newsletter (Paragraph 17.). These service providers are given access to the personal information and data of the customer insofar as this is required for the performance of the respective tasks; however, they may not use this information and data for other purposes. These service providers are also required to comply with the data protection determinations and the relevant data protection laws. In addition, BF will disclose the personal data of the Ordering Party, including the personal order data, if BF is legally obliged to do so or if such disclosure is necessary in order to enforce BF's Business Terms and Conditions of Use or other agreements between the Ordering Party and BF or in order to protect the rights of BF and/or the Ordering Party. This entails an exchange of data with such companies or persons with whom BF cooperates to prevent or pursue data misuse, fraud, breaches of contract or the like. Otherwise, the data will not be passed on to third parties for commercial use, which would be in conflict with this data protection declaration and applicable data protection laws.

17. Newsletter

By registering for the Bayreuther Festspiele newsletter, the purchaser consents to the use, on the part of BF, of the personal data provided by the Ordering Party, in particular the email address provided and the personal order data, in order to present or offer the Ordering Party both general and personalised advertising and/or special offers and/or services, including BF offers and services in cooperation with third parties (e.g. sponsors). If such advertising or presentation is not (or no longer) desired by the customer, he can revoke his consent at any time. A message in text form to the contact data mentioned in the newsletter (e.g. email, fax, letter) or unsubscription is sufficient. To unsubscribe from the newsletter it is possible to use the link 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, their 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: 8/Oct/2019

signed

Prof. Katharina Wagner, Holger von Berg

Managing Directors of Bayreuther Festspiele GmbH