

TERMS AND CONDITIONS OF BAYREUTHER FESTSPIELE GMBH FOR ONLINE INSTANT PURCHASES ("ONLINE INSTANT-PURCHASE TICKETS")

Terms and Conditions of Bayreuther Festspiele GmbH for online instant purchases (so-called online instant-purchase tickets) as well as for the performances of the 2023 Richard Wagner Festival

1. Scope

1.1. These Terms and Conditions (T&Cs) regulate the legal relationship in place between Bayreuther Festspiele GmbH (hereinafter referred to as BF) and the ticket purchaser (hereinafter also referred to as the Purchaser) and visitors of the performances of the 2023 Richard Wagner Festival.

1.2. By purchasing tickets for the Bayreuth Festival, the Purchaser acknowledges these Terms and Conditions for the 2023 Bayreuth Festival (Version: "Online Instant Purchases") as binding for both him/herself and all visitors to the performances who have received tickets from him/her for personal use as a result of his/her purchase. Once a contract to attend an event has been concluded and one or more admission tickets have been purchased, these conditions will be deemed as having been agreed to.

1.3. If the Purchaser (also) acquires one or more tickets for a third party (accompanying person), the Purchaser must expressly inform the accompanying person of the application and content of these Terms and Conditions as well as of the need to disclose information to BF in accordance with the provisions of these Terms and Conditions; by taking possession of and using the ticket, the accompanying person or visitor who receives tickets for personal use from the Purchaser as a result of the latter's ticket order agrees to the Terms and Conditions applying between him or her and BF.

2.2. Admission prices and fees

2.1. The tickets for each performance are allocated to various price categories. Tickets for a Performance can only be ordered in one price category. Ticket prices can be viewed in the currently valid price list.

2.2. In addition to the ticket price, there is a fee of 6.00 euros per seat sold; in the case of an admission ticket "Der Ring des Nibelungen", 4x 6.00 euros per seat.

2.3. No discounts apply.

2.4. Programme booklets and other services are not included in the ticket price. Exceptions apply to tickets with use of AR glasses for performances of the work "Parsifal" (2a.3. below).

2.5. The tickets for the performances of the Bayreuth Festival are exempt from value-added tax in accordance with Section 4 no. 20 a) Sentence 2 of the Value-Added Tax Act (UStG).

2a. Tickets with use of AR glasses for Parsifal performances

2a.1. The performances of the new 2023 opera production "Parsifal", in Jay Scheib's production, are presented using extended reality (xR) technologies. The resulting 3D effects, which are digital additional elements that merge with the stage design and enhance the overall visual impression as a result of this illusion, are only visible to those spectators who wear special so-called "augmented reality" (AR) glasses during the performance. For all other visitors, it is a conventional opera production.

2a.2. The use of xR technologies in the Parsifal performances is of an experimental character. For each performance of the opera production "Parsifal", 330 seats equipped with AR glasses are available. Tickets for these seats can only be ordered in the price categories that end in "-AR" in the price list. These consist of seats in the 1st row, in each case, of the box, gallery and balcony as well as seats in the last rows of the orchestra stalls.

2a.3. The ticket prices shown in the "-AR" categories according to the price list include the provision of AR glasses and the associated technical support.

2a.4. The purchaser does not acquire ownership of the AR glasses by purchasing a ticket for the price categories ending in "-AR". The purchase of such a ticket only allows the use of the AR glasses during the performance.

2a.5. The spectator will receive a technical briefing on the day of the performance and will find his/her AR glasses, which are permanently connected to the seat by means of the data transmission cable, ready for operation at his/her seat from 3:45 p.m. on the day of the performance. They will also remain in place during the breaks and after the performance.

2a.6. The AR glasses, which are similar in design to sports sunglasses, are not compatible with normal glasses. For spectators with visual aids, special lenses can be used in the AR glasses on request and if the dioptric strength is provided. A flyer and/or a video on the website will inform the ticket purchaser about this procedure in the run-up to his/her visit to the festival.

3. Provision of the invoice and terms of payment

3.1. In the online instant-purchase procedure, invoices are only sent electronically within the meaning of Section 14 Para. 1, Sentences 7 and 8 of the German Value Added Tax Act (Umsatzsteuergesetz). Invoices will not be submitted in paper form. After successfully completing the payment transaction (5.7, 5.8.), invoices are available for viewing, downloading and printing at www.bayreuther-festspiele.de in the Purchaser's personal login area ("My Festival"). The Purchaser will be informed of the invoice availability via email.

3.2. Payments are to be made immediately upon request after completion of the order, and are to be made in EUR only.

3.3. The following methods are available for payment:

- Direct payment via credit card: VISA, MasterCard and American Express
- Direct payment via PayPal
- Offsetting against credit from cancelled invoices for tickets for the 2020 festival season, with additional top-up payment if necessary
- Klarna Sofort

4. General conditions of purchase

4.1. The Purchaser must be of full legal age and have unlimited legal capacity.

4.2. At the 2023 Bayreuth Festival, a portion of the admission tickets will be allocated for orders taking into account special criteria, in particular, previous waiting times, while another portion will be allocated independently of any additional criteria on a first-come, first-served basis: so-called online instant-purchase tickets. The purchase of the latter shall proceed in accordance with these Terms and Conditions for online instant-purchase tickets. Conversely, the purchase of tickets by means of online orders and written orders is governed by the "General Terms and Conditions for Online Orders and Written Orders."

4.3. Online instant-purchase tickets (4.2) may only be purchased via the Internet at www.bayreuther-festspiele.de in accordance with the provisions of these Terms and Conditions.

4.4. To set up a customer account by means of registration and verification (5.3), which is a prerequisite for instant online purchases, it is compulsory to provide a valid postal address, a verified email address and telephone number. If a professional email address is provided, the Purchaser him/herself must ensure that the provided professional email address permits private use for further processing and transacting the order.

4.5. By way of online instant purchase, each Purchaser may acquire up to 32 tickets regardless of the number of online instant-purchase transactions made, but only up to 8 tickets per work played, and up to 2 tickets in the gallery (G1 to G4).

4.6. It is not possible to select specific seats for the individual performances. Only seat categories may be selected. Following the selection of performance date and seat category made by BF, the shopping cart will offer specific seats to the Purchaser, who may individually accept or reject them (5.5).

4.7. The Performances of the Ring of Nibelung tetralogy, consisting of the individual works The Rhinegold, The Valkyrie, Siegfried and Twilight of the Gods, can only be ordered together for the entire cycle. Irrespective of sentence 1 above, BF reserves the right to sell the individual works in the tetralogy individually.

4.8. Online "orders" for online instant-purchase tickets are processed exclusively on a first-come-first-served basis.

4.9. With the acceptance of the transmitted offer (5.7) and the resultant purchase of one or more admission tickets, a legally obliging contract comes into being between the Purchaser 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.

4.10. BF reserves the right to exclude such purchasers from the online immediate purchase who circumvent or attempt to circumvent the tax restrictions within the meaning of these General Terms and Conditions (4.5); in particular, by using changed address data (e.g., address of the first and second residence, upper and lower case, omission or insertion of free signs, use of abbreviations, writing out umlauts as "ae", "oe" or "ue" etc.) and/or several different email addresses and/or customer numbers at BF. The exclusion includes any completed orders; in this case, BF reserves the right not to provide tickets in accordance with Section 6.3.

4.11. Wheelchair spaces and spaces for accompanying persons may not be purchased as part of online instant purchases. Wheelchair spaces and places for accompanying persons can be requested directly from the Bayreuth Festival ticket office.

5. Online purchase of so-called online instant-purchase tickets

5.1. Online instant-purchase tickets may only be purchased via the Internet at www.bayreuther-festspiele.de starting at 14:00 CEST (UTC+2) on 07/05/2023.

5.2. Participation in the online instant-purchase procedure, i.e., logging into the ticket shop at www.bayreuther-festspiele.de, requires registration and verification of the customer account, which can be done at www.bayreuther-festspiele.de.

5.3. Given the high demand for so-called online instant-purchase tickets and numerous simultaneous order attempts, in particular, on the day of release (5.1), the login form of the ticket shop at www.bayreuther-festspiele.de shall be preceded by a waiting queue in order to implement the so-called "first-come, first-served" principle (4.2); the Purchaser can launch this by accessing the website www.bayreuther-festspiele.de and can cancel at any time by closing the browser window. If the Purchaser does the latter, he/she will lose his/her place in the queue. While the Purchaser stays in the queue, his progress is visualised in percentage terms by means of a so-called progress bar, bearing in mind the current number of purchasers that accessed the website before him; the availability of individual works is

indicated by means of a traffic light, irrespective of price categories and specific performance dates. Instructions displayed while staying in queue must be observed to retain the waiting position. Once the waiting period is over, the Purchaser is requested to enter the ticket shop by entering his verified access data (customer number or email address as well as password) (5.3). The Purchaser has 10 minutes ("time-out period") to do so. After being timed out, the Purchaser can only attempt to log in again after first waiting in the queue again.

5.4. For the individual performances for which tickets are available by means of the online instant-purchase procedure, tickets can only be selected by price category, based on the available capacities and taking into account the limit on quantities sold (4.5.). The number of tickets and the price category are selected using a drop-down window. Purchasers, having confirmed the selection made by clicking on the "Add to shopping cart" button, will proceed to the shopping cart, where they will be offered specific seats depending on the selected number of tickets, seat categories and availability. In the shopping cart, Purchasers may also review the respective individual ticket prices as well as the total price. The content of the online shopping cart is reserved for 30 minutes starting with the first shopping cart entry. If the transaction (including the payment process) is not successfully completed within this time period, the entire shopping basket content is deleted and the transaction cancelled. Purchasers may delete specific tickets from his/her shopping basket by clicking on the red "X" button. Tickets deleted from the shopping basket will be immediately put back on sale and can no longer be added to the shopping basket.

5.5. From the shopping basket (5.5.), the Purchaser can either select additional tickets and place these in his/her shopping basket – provided tickets are still available and the limit on purchase quantities (4.5.) is observed – or continue the order process for the tickets already in his/her shopping basket. The latter is done by clicking on the "Proceed to checkout" button. The order confirmation summary shown at this point to Purchasers contains the following information: address stored, a list of all tickets in the shopping cart, applicable fees and the total order amount. Underneath, Purchasers must select their desired payment method to continue and complete the order process. The purchaser can continue the order process, which leads to completion of the order process – subject to provision of the information required by the payment provider for the selected payment method 5.8.) – by clicking on the "Buy now" button.

5.6. By clicking on the "Buy now" button, the Purchaser submits a binding order to Bayreuther Festspiele GmbH, which is subject to a charge, and a binding offer to conclude a contract to visit an event under the law of obligations. The contract is concluded when BF confirms the ordered tickets; this confirmation is displayed to the Purchaser once the payment terms have been clarified (5.8.). The Purchaser will also receive confirmation of the successful purchase of tickets by email.

5.7. Payment of online instant-purchase tickets acquired via the online instant-purchase procedure may only be settled immediately after ordering via credit card (VISA, MasterCard

and American Express), PayPal, Klarna Sofort or settlement with existing credits, subject to point 3. The Purchaser must follow the instructions of the payment provider he/she has chosen. The Purchaser will receive the relevant prompts after clicking the "Buy now" button (5.6., 5.7.).

5.8. The Purchaser is responsible for ensuring the information he/she provides during the order process is correct. This applies equally to both the order itself (the performances selected, the number of tickets, etc.) and to the personal information (postal address, email address, etc.). Any errors shall be the responsibility of the Purchaser.

5.9. The online instant-purchase process in general and the specific ticket ordering transaction itself may be suspended or completely aborted by BF at any time if it is no longer possible to carry out the process properly or lawfully. This applies, in particular, in the event of technical difficulties (hardware and software errors, computer viruses, server issues, etc.), external interference or attempts at interference and/or failure to fulfil the legal requirements. BF may also interrupt or cancel the specific ticket ordering process at any time in the cases cited under Section 4.10.

5.10. BF recommends using an up-to-date web browser to avoid technical problems.

6. Personalisation, activation, provision and presentation of online instant-purchase tickets

6.1. Online instant-purchase tickets are only made available digitally. Conventional tickets in paper form cannot be issued, even on request.

6.2. All ordered tickets are issued in the first and last name of the Purchaser before being made available and allow the latter – further to the specific user (6.4) – to be identified as such.

6.3. After payment in full, the Purchaser may access his/her tickets in his/her personal login area ("My Festival") at www.bayreuther-festspiele.de and print them out after personalisation (6.4.). The tickets can be personalised and downloaded after payment confirmation. So-called online instant-purchase tickets are not sent by either post or email.

6.4. Purchasers may personalise the tickets in their personal login area ("My Festival") at www.bayreuther-festspiele.de before printout – which is the Purchaser's responsibility – by specifying the first and last name of the respective user. Purchasers shall provide the contact details of users whom they allow to use the tickets; they will only provide the contact details of third parties (accompanying person) if they have consented to these being disclosed. The first and last name of the user are specified on each admission ticket. Only tickets which have been personalised to the specific user and thus activated will be valid and printable. Purchasers must personalise and activate the tickets no later than two calendar days before the respective performance; once this period has elapsed, ticket personalisation

on and activation is no longer possible. No compensation will be issued for tickets that are not personalised on time (7.1). Personalised tickets can only be transferred and allocated to another user by the BF ticket office, in accordance with Section 7.2.

6.5. Tickets must be presented at the entrance in paper form or in electronic form, e.g., on a smartphone.

6.6. On request, the user/visitor in question must prove that his or her identity matches the personalisation carried out (6.4.) by showing a valid official photo ID. Further access requirements (11) remain unaffected.

6.7. All BF's obligation concerning the online instant purchase are deemed to be fulfilled with the availability of the ticket under "My Festival."

6.8. Purchasers are advised to check the date, time and presentation for conformity with the invoice upon receipt. The Purchaser must immediately report any errors vis-a-vis the order to BF (ticket@bayreuther-festspiele.de; postal address: Bayreuther Festspiele GmbH, Kartenbüro, Festspielhügel 1-2, 95445 Bayreuth).

6.9. The Purchaser of an online instant-purchase ticket is him/herself responsible for ensuring that only one printout and no electronic copies are made of any online instant-purchase ticket at any one time, in order to prevent any possible misuse.

7. Returning and transferring tickets

7.1. Tickets that have already been paid for can, in principle, neither be returned nor exchanged. Any resale of tickets is subject to an assignment prohibition in certain cases (9.4). No replacement will be provided for expired tickets. This will also apply if tickets have not been personalised and activated in a timely manner. BF reserves the right, in justified and exceptional cases (e.g., deaths, etc.), to refrain from excluding compensation payments within the meaning of the preceding sentences 3 and 4.

7.2. BF's ticket office is solely entitled, upon the Purchaser's request, to transfer admission tickets personalised in accordance with Section 6.4 to another user. Handwritten changes to the user's name by the Purchaser or other third parties or any associated deletions will render the ticket invalid. BF is entitled to charge a fee of EUR 5.00 for any transfer.

7.3. BF may prevent the access and attendance of holders of tickets that have not been personalised in accordance with Section 6.4 or that have not been amended in the correct manner in accordance with Section 7.2.

7.4. Changes to cast and crew, including to the musical directors and the production teams, and other changes to the order of events of a performance do not entitle the holder to return tickets.

7.5. If a performance is cancelled, the admission fee will only be refunded if no more than one act or scene has taken place by such time. The right to a refund expires if a claim is not asserted to BF within two weeks of the performance in question.

7.6. In the event 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 fee of EUR 6.00 per ticket (4 x EUR 6.00 per ticket for "Der Ring des Nibelungen"). The right to a refund expires if the claim is not asserted to BF within two weeks of the performance in question in writing (in at least electronic form, e.g., email).

The exclusion of a refund of the fee per seat sold within the meaning of paragraph 1 above shall not apply if the Bayreuth Festival in general or the specific contractual event or performance(s) is/are cancelled, suspended or aborted due to force majeure (18.).

7.7. In the cases laid out in Sections 7.5. and 7.6., any further claims on the part of the Purchaser or ticket holder are excluded.

8. Loss of tickets

If the visitor lacks any or any legible printout of the online instant purchase ticket (e.g., forgotten, damaged, etc.), this can be obtained up to 30 minutes before the start of the related performance at the ticket counter set up by BF (so-called clearing office). This can be done once and for a fee for the issue of a second print/replacement ticket, provided that said ticket has already been personalised and registered by the Purchaser for the visitor (6.4), and the latter can identify himself or herself accordingly. The charge for issuance of a replacement ticket is EUR 5.00. No second print/replacement tickets may be issued (71, sentence 3 and 4) if the original ticket has not been personalised and registered (6.4.). Regardless of this, the Purchaser has the option of logging into his/her personal log-in area ("My Festival") at a terminal in the ticket office and printing out tickets that have already been personalised in accordance with Section 6.4. free of charge.

9. Resale and transfer of admission tickets

9.1. BF is sponsored by the delegates of the German Federal Government for Culture and Media, the Free State of Bavaria, the City of Bayreuth, the Gesellschaft der Freunde von Bayreuth e.V. (Society of Friends of Bayreuth e.V.) and the District of Upper Franconia. They feel obliged to ensure a balanced and fair price policy and endeavour to maintain and implement a socially viable price structure as well as fair distribution. BF endeavours to honour such commitment by selling available tickets itself instead of doing so via commercial ticket dealers or so-called ticket offices/exchanges to the end user, and does not demand the maximum price that can be achieved on the market for these tickets due to the excess demand.

9.2. By accepting these conditions, the ticket Purchaser is declaring that the admission tickets are being acquired solely for private use.

9.3. Purchasers may 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 place of the Purchaser as a contract party with BF, and under the condition that no ban on such a cession exists as according to the following regulations.

9.4. The resale of admission tickets is prohibited in the following specified cases (prohibition of assignment); consent will not be given in these cases:

- 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-authorised Internet platforms, for example, and in particular, eBay or non-authorised Online-Ticket-Markets (e.g., Viagogo), or within the framework of Internet auctions; an exception here is the sale within the scope of a so-called instant-sale 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 event that the tickets are transferred and/or sold for advertising or marketing purposes, as a bonus, giveaway or prize or as part of a hospitality or travel package not authorised by the event organiser, or
- f) in the event that the admission tickets are sold without reference to these Terms and Conditions.

9.5. The resale or passing on of tickets in adherence with the provisions cited in points b) – f) remains unaffected.

9.6. Tickets that are resold or passed on after personalisation has been carried out (6.3., 6.4.) must always be transferred to the name of the new user in accordance with Section 7.2, regardless of the above provisions under Sections 9.2. to 9.5.

9.7. BF may refuse to issue and send admission tickets to persons who violate the above provisions in Sections 9.2 and 9.4. or who attempt to resell them, with this constituting a violation against the above regulations in Sections 9.2 to 9.4. The same applies to people who deal in tickets commercially or for gain without the prior written consent of BF or who have sold or attempted to sell tickets from a previous festival season in violation of the applicable regulations regarding resale and passing on of tickets, or who make such tickets available to such persons. In these cases, BF will also be entitled to refuse any amendments to details on tickets in accordance with 9.6, 7.2.; this applies regardless of who is requesting the ticket be amended. Tickets already offered and/or made available by BF to the Purchaser for printing out may be demanded back and/or declared ineffective (electronically barred via the barcode) by BF in the event of a violation of the above regulations in Sections 9.2. to 9.4. This also applies in cases of a right of refusal within the meaning of the previous sentence, sentence 2. This also applies in cases of attempted sale in violation of the above regulations in Sections 9.2. to 9.4.

9.8. Holders of barred tickets may be denied access and prevented from attending the performance by BF.

9.9. BF cannot be held liable for the validity of admission tickets from other ticket providers or for their services or prices.

10. Other legal notices

10.1. BF points out the link to the EU Commission's online platform for out-of-court online dispute resolution (the so-called "ODR platform"),

<http://ec.europa.eu/consumers/odr/>,
which is present on BF's homepage.

10.2. BF's email address is: ticket@bayreuther-festspiele.de

10.3. Bayreuther Festspiele GmbH is not legally obliged to participate in dispute resolution proceedings before a consumer arbitration board. Nor is it prepared to do so.

10.4. Pursuant to section 312g Para. 2 sentence 1 no. 9 of the German Civil Code, Purchasers are not entitled to a right of withdrawal. They cannot revoke their declaration of intent.

11. Starting times, admission and admission check

11.1. Only publications officially issued by BF, the website operated by BF (www.bayreuther-festspiele.de) and the admission tickets themselves contain authoritative information (date and starting times) on the Performances. BF reserves the right to make short-term changes such as postponing the time at which the Performance starts on the same day. BF bears no responsibility for the information in other publications.

11.2. For safety reasons and out of consideration for the participating artists and other visitors, once the performance has started, visitors may only be admitted into the auditorium during an official break. There may be delays during checks for admission to the Festspielhaus as well as longer waiting times at the cloakroom and/or cloakroom deposit point in front of the Festspielhaus in the event of any special statutory or official safety requirements. Visitors are themselves responsible for ensuring they arrive in advance with sufficient time. Delays caused as a result will not entitle visitors to enter the auditorium after the Performance has started.

11.3. The currently valid legal, regulatory and official admission requirements apply for visitors to the performances of BF.

11.4. Regardless of any admission requirements in accordance with 11.3, visitors must show the following documents:

- A personalised admission ticket or electronic ticket (mobile ticket) **and**
- Photo ID

Admission to the event will on principle be refused if the user noted on the ticket is not the same person as is shown on the ID that is presented and/or not all of the required documents are presented.

11.5. Should certain information be required to access the performance or concert for good cause, e.g., due to officially prescribed protection and hygiene measures, the holder of the admission ticket is obliged to immediately communicate this information to BF upon request in accordance with the applicable data protection regulations. If the admission ticket's user does not meet the corresponding requirements, BF can refuse admission to the event. In this case, the ticket holder and BF can withdraw from the contract for the ticket concerned for the event in question. In this case, the Purchaser will be reimbursed the price paid for the ticket.

11.6. BF is entitled to refuse admission to the event location or to expel visitors from the event location for good cause, for example, in the event of clear symptoms of illness. This also applies if an admission ticket holder violates mandatory provisions of the protection and hygiene concept. There will be no refund of the purchase price in these cases.

11.7. BF is entitled to introduce further admission checks by means of a so-called secure or control band on the visitor's wrist, which is applied to the visitor during the first admission check.

12. Power to enforce house rules and restrictions on taking objects

12.1 BF exercises the power to enforce house rules in Festspielhaus Bayreuth. It is entitled to issue expulsions and bans from the site as well as other suitable measures as part of its power to enforce house rules. 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. Admission may be refused if there is a reasonable suspicion that the visitor will disrupt the performance or bother other visitors. There will be no refund of the purchase price in these cases.

12.2. The visitor will only occupy the seat which is stated on their ticket or the seat which the admittance staff allocate to them. 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. Privately offering and reselling admission tickets in the facilities and on the premises 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. Taking food and drinks into the auditorium and consuming them there is not permitted.

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 notified in advance, BF will have admission staff ready to guide affected persons and allocate seats.

12.7. For safety reasons, taking bulky and, regardless of size, dangerous objects as well as seat cushions into the Festspielhaus is forbidden. Handbags are allowed up to a maximum size of 18cm x 26cm x 6cm. In the event of deviating official safety requirements, these will take precedence.

12.8. Smoking is forbidden in all publicly accessible facilities of Festspielhaus Bayreuth.

12a. Pandemic-related special provisions

12a.1. BF intends to have the hall fully occupied. BF may withdraw from the event attendance contract (4.9.) concluded in accordance with these Terms and Conditions of Use if the hall occupancy of the Festspielhaus may not reach 100% due to legal, regulatory or statutory provisions. (Right of withdrawal in accordance with Section 346 para 1 of the German Civil Code (BGB). BF can declare its withdrawal until 24/06/2023. In the event of withdrawal in accordance with sentence 2 above, claims for damages on the part of the ticket Purchaser and persons who have received tickets for personal use from the ticket Purchaser based on the latter's ticket order are excluded. This limitation of liability does not apply for claims based on injury to life, limb or health.

12a.2. The Bayreuth Festival will observe and implement all legal, regulatory and official requirements associated with the ongoing SARS-CoV-2 Pandemic (also referred to as the: Coronavirus pandemic) which are applicable at the time. The measures taken are binding for the ticket Purchaser and users of admission tickets specified by them and supplement the following provisions. These will take precedence over the following provisions insofar as these requirements go beyond the following provisions.

12a.3. In order to protect the health of BF employees as well as other participants and visitors to the Bayreuth Festival, BF is entitled, at its reasonable discretion and regardless of the applicable statutory, regulatory and official requirements, to impose hygiene standards with associated rules of conduct, such as, in particular, the wearing of a face covering (mask), including the requirement to wear such a mask (e.g., FFP2) – both in the admission and exterior area of the event site and during the performance or concert itself – compliance with distancing and walking routes (one-way regulations), or the use of disinfectants, as well as the associated safety measures to allow visitors to remain in the Festspielhaus and its adjoining buildings, and the user of the admission ticket is obliged to comply with these.

12a.4. Special provisions apply to both the personalisation (6.) of the admission tickets and in connection with admission (11.)

12a.5. The ticket Purchaser acknowledges both on their own behalf and on behalf of persons to whom they give admission tickets for use that BF is entitled to allocate the admission ticket's holder seats which differ from their own seats in either the same or a higher category for good cause, for example based on protection or hygiene measures in the context of combatting the Coronavirus pandemic and requirements for maintaining social distancing; in this case, there is no claim to compensation.

12a.6. To protect the health of BF employees as well as other participants and visitors to the Bayreuth Festival, the user is obliged to take a SARS-CoV-2 antigen test on the day of the event at the request of BF.

12a.7. The user of the respective admission ticket acknowledges that additional regulations, provisions and requirements may apply for important reasons, in particular based on official instructions and orders associated with accessing and remaining on the event premises. These will be communicated to them and must be observed as soon as they are announced. The user of an admission ticket is subject to the instructions of BF staff with regard to the protection and hygiene concept. Should a user of an admission ticket violate the aforementioned protection and hygiene concept, the user of the admission ticket will be obliged to leave the event immediately on the instruction of BF staff. In this case, the purchase price for the admission ticket will not be refunded.

12a.8. Neither the ticket Purchaser nor the user of the admission ticket in question will be entitled to implementation of the corresponding hygiene, testing and protection measures.

12a.9. The Coronavirus-related provisions in these General Terms and Conditions stipulated in other locations will remain unaffected.

12a.10. The hygiene and protection concept of Bayreuther Festspiele is intended to reduce the risk that visitors and third parties will be infected with the SARS-CoV-2 virus to a reasonable level. The risk of a SARS-CoV-2 infection associated with any visit to a Performance or concert can, however, not be entirely excluded. The ticket Purchaser or user of the admission ticket(s) are aware of this risk. BF's liability for any injury to the life, limb and health of a concert visitor which occurs as a result of a SARS-CoV-2 infection associated with the event despite implementation of the hygiene concept is excluded, with this not applying in the event of damage caused by intentional or negligent behaviour or neglect.

13. Ban on taking visual and audio recordings

Creating visual and audio recordings in the auditorium of any kind is forbidden, not least for copyright reasons. Violations can result in claims for damages or measures in accordance with Section 12.1.

14. Audiovisual recordings and photographic recordings of BF or third parties

14.1. If an audiovisual recording of a Performance is created, spectators may appear in the image as part of the audience. Even reflections may occur as a result of the scene. Spectators unreservedly consent to the use of this recording in a manner which is unlimited in terms of content, time and space. This will not give rise to any claims of the affected spectator, including those relating to remuneration.

14.2. Upon acquiring an admission ticket, or by attending a performance, the visitor also declares his/her consent to BF or any third parties commissioned or authorised by it making audiovisual recordings and/or taking photographs in which the visitor can be recognised as a visitor to the performance, distributing these, and using them without restriction with regard to content, term or territory. The affected audience member shall not be due any claims in this regard, including claims to any kind of remuneration.

14.3. The Purchaser and the visitor of the performance are aware that both in the Festspielhaus and on the festival grounds photographs and audio-visual recordings in which the visitor is recognisable as a visitor of the performance may be taken or made by other visitors. BF is not liable for such recordings or photographs; this applies, in particular, in the event that these recordings or photographs are made publicly accessible on the Internet (e.g., on social media platforms such as Facebook and the like). The regulation in Section 13. as well as any rights of the affected visitor against the third party which created the recording and/or made it publicly accessible will remain unaffected.

15. Liability

For damage suffered by a visitor on the Festspielhaus Bayreuth premises, BF, its legal representatives and vicarious agents will only be liable in the case of intent or gross negligence. This limitation of liability does not apply for claims based on injury to life, limb or health.

16. Data protection provisions

16.1. Without prejudice to BF's Privacy Policy (available at: <https://bayreuther-festspiele.de/kontakt/datenschutzerklaerung/>), personal order data will be collected, processed, stored and used in compliance with data protection law in the scope necessary to initiate and implement the contract and process the order.

16.2. In the event of a binding ticket order, the Purchaser's personal data shall be stored on the legal basis of Article 6, Paragraph 1, lit b of the General Data Protection Regulation (GDPR), which relates to the conclusion of a contract, and used in accordance with the above provision. The data subject rights of the Purchaser as well as other information relating to data protection in accordance with Article 13 GDPR can be accessed at <https://programmhefte.bayreuther-festspiele.de/datenschutzerklaerung/>.

16.3. In connection with the execution and processing of the order or contract and, insofar as registration has been completed, the newsletter (Section 17.), BF will also make use of services from other companies and/or individual persons (e.g., sending of letters or emails, processing payment via credit cards or immediate transfer, etc.). These service providers have access to personal information and data of the Purchaser, insofar as this is required to fulfil the relevant tasks at hand. However, they are not permitted to use this information and data for other purposes. These service providers are also obliged to comply with these data protection provisions and relevant data protection laws and, if they process personal data on behalf of third parties in accordance with instructions, they are also subject to corresponding order processing agreements pursuant to Article 28 GDPR. In addition, the personal data of the Purchaser, including personal data relating to orders, will be disclosed by BF if it is required to do so by law, or if disclosure is necessary to enforce BF's General Terms and Conditions and Conditions of Use or other agreements between the Purchaser and BF, or to protect the rights of BF and/or the Purchaser. This includes an exchange of data with companies or persons with whom BF cooperates to prevent or punish data misuse, fraud, breaches of contract or other similar actions. Otherwise, no data will be passed on to third parties for commercial use in any way that contradicts this Privacy Policy or the applicable data protection laws.

17. Newsletter

By signing up for the Bayreuth Festival newsletter, the Purchaser consents to BF using the personal data he/she has disclosed, in particular, the email address provided, as well as his/her personal order data, in order to provide the Purchaser with both general and personalised advertising and/or to present or offer special offers and/or services; this includes offers and services from BF in collaboration with third parties (e.g., sponsors). Should the Purchaser not (or no longer) wish to receive these advertisements or presentations, they can revoke their consent at any time. To do so, it is sufficient to send a message in writing (electronic form shall suffice) to the contact details mentioned in the newsletter (e.g., an email, fax or letter). It is also possible to unsubscribe from the newsletter at any time by clicking on the link contained at the end of each email.

18. Force majeure

18.1. Should it not be possible to carry out the Bayreuth Festival in general and/or to carry out the specific contractual event or performance(s) due to force majeure, the obligations entered into by both parties shall cease to apply.

18.2. "Force majeure" means the occurrence of an event or circumstance that is beyond the reasonable control of the parties that was not reasonably foreseeable at the time the contract was concluded, the effects of which could not reasonably have been avoided or overcome by the parties.

18.3. The following events are presumed to constitute force majeure: war (declared or undeclared), hostilities, attacks, acts of foreign enemies, large-scale military mobilisation; civil war, rioting, rebellion and revolution, military or any other seizure of power, insurrection, acts of terrorism, sabotage or piracy; currency and trade restrictions, embargos, sanctions; lawful or unlawful official acts, compliance with laws or government orders, expropriation, confiscation of works, requisition, nationalisation; plague, epidemic, pandemic, natural disaster or extreme natural events; explosions, fires, destruction of equipment, prolonged failure of transportation, telecommunications, information systems, or power; general labour unrest such as boycott, strike and lockout, go-slow, occupation of factories and buildings.

18.4. In the event that it becomes impossible to carry out the Bayreuth Festival in general and/or to carry out the specific contractual event or performance(s) due to events and circumstances that constitute an impact or effects of the current COVID-19 pandemic, the fact that these events or circumstances were foreseeable, or could be or had to be considered possible at the time the contract was concluded, shall not preclude force majeure within the meaning of the preceding paragraphs. In this case, neither contractual party can claim that these events or circumstances were not beyond the reasonable control of the parties, that they were reasonably foreseeable at the time the contract was concluded, or that their effects could reasonably have been avoided or overcome by the parties.

19. Severability clause

In the event that provisions of these General Terms and Conditions and Conditions of Use are or become invalid in whole or in part, the validity of the remaining provisions shall not be affected. Any invalid clause or partial clause is to be replaced by a provision that comes as close as possible to the invalid provision.

Last Updated: 02/05/2023

signed

Prof. Katharina Wagner, Ulrich Jagels

Managing Director, Bayreuther Festspiele GmbH

Legal notice

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Represented by: Prof. Katharina Wagner, Ulrich Jagels