

General Terms and Conditions

for Online Orders and Written Orders

Terms and Conditions of Business and Use of Bayreuther Festspiele GmbH for Online Orders and Written Orders as well as for Performances of the 2027 Richard Wagner Festival

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1. Scope

1.1. These General Terms and Conditions (T&Cs) govern the legal relationship between Bayreuther Festspiele GmbH (hereinafter: "BF") and the ticket purchaser (hereinafter also: the "Purchaser" or "Customer") and the visitors to the performances of the 2027 Richard Wagner Festival.

1.2. By ordering admission tickets for the Bayreuther Festspiele, the Customer recognises the binding nature of these "Terms and Conditions of Business and Use for the 2027 Bayreuther Festspiele (version for written orders and online orders)" both for him/herself and all visitors to performances who receive tickets from the Customer for personal use on the basis of the Customer's order. Once a contract to attend an event has been concluded and one or more admission tickets have been purchased, these terms and conditions shall be deemed to have been agreed to.

1.3. If the Customer (also) purchases one or more tickets for a third party (accompanying person), the Customer must expressly inform the accompanying person of the application and content of these General Terms and Conditions as well as of the need to disclose information to BF in accordance with the provisions of these General Terms and Conditions, whereby, by accepting and using the admission ticket, the accompanying person or the visitor who receives tickets from the Customer for personal use on the basis of the latter's ticket order agrees to the applicability of the General Terms and Conditions between him/her and BF.

2. Entrance fees and charges

2.1 The tickets for a performance are assigned to different price categories. Tickets for a performance can only be ordered in one price category. Ticket prices can be obtained from the current price list.

2.2. In addition to the ticket price, the following fees apply for each successful purchase procedure, or each invoice:

- A processing fee of EUR 6.00 for written orders (6.); the processing fee of EUR 6.00 does not apply to online orders (5.)
- Regardless of the type of order, a fee of EUR 6.00 per seat sold; for admission tickets to "Der Ring des Nibelungen", 4 x EUR 6.00 per seat
- Printing and shipping fees of EUR 16.00 when tickets are shipped by post (7.2.)

2.3. Discounts will only be granted in the cases specified in the applicable price lists.

2.4. Programme booklets and other services are not included in the ticket price.

3. Transmission of invoices and terms of payment

3.1. As part of the standard ordering procedure (5.), invoices are available for viewing, downloading and printing exclusively at www.bayreuther-festspiele.de in the Customer's personal log-in area ("My Festival"). Before the invoice is provided, the Customer will be informed by email that an offer to purchase admission tickets has been made and that a corresponding invoice can be accessed under "My Festival". If the Customer chooses to have the tickets sent by post (2.2., 7.2.), the invoice will also be sent by post.

3.2. Once BF has issued the invoice, payments must be made within the period specified therein **(two weeks from the invoice date)** and only in euros.

3.3. The following payment methods are available for purchasing admission tickets:

- Bank transfer to one of BF's accounts
- Offsetting with credit balances from cancelled invoices for tickets from the 2020 festival season, with additional payment by bank transfer if applicable

Additionally for online orders (standard ordering procedure) (5.):

- Direct payment via credit card: VISA, MasterCard and American Express
- Payment via PayPal
- Payment via Apple Pay and Google Pay

4. General terms and conditions for orders

4.1. The Customer must be an adult and have unlimited legal capacity.

4.2. For the 2027 Bayreuther Festspiele, a portion of the tickets for orders will be allocated taking into account the factual criteria mentioned under 4.8, and another portion will be allocated independently of the aforementioned criteria exclusively on the basis of the "first-come, first-served" principle, so-called instant-purchase online tickets. The

purchase of instant-purchase online tickets is governed by the General Terms and Conditions for Instant-Purchase Online Tickets.

4.3. Orders for tickets will only be accepted online (5.) or in writing (6.).

4.4. The Customer's valid email address and postal address must be provided in order to order tickets. If a business email address is provided, the Customer shall ensure that private use of the business email address provided is permitted for the purpose of further processing and, if necessary, completion of the order (e.g., sending the invoice). If the Customer does not have an email address or does not wish to use an email address for the ordering process, tickets can only be ordered in conjunction with postal dispatch, for which a separate fee is incurred in the event of a successful order (2.2, 7.2.).

4.5. The processing of ticket orders for the Bayreuther Festspiele takes place continuously at intervals.

4.6. For the individual performances, tickets can only be ordered by seating category. Specific seats cannot be selected. Multiple tickets for the same performance – if available – will be issued next to each other; the Purchaser of the tickets shall not be entitled to adjacent seats. The express wish on the part of the Customer to purchase only adjacent tickets within the order can constitute a further material criterion pursuant to Section 4.8. in the event of excessive demand.

4.7. Tickets for the performances of the *Der Ring des Nibelungen* tetralogy, consisting of the individual works *Das Rheingold*, *Die Walküre*, *Siegfried* and *Götterdämmerung*, can, insofar as *Der Ring des Nibelungen* is part of the programme, only be ordered together for the entire cycle using the ordering procedure that is determined by these General Terms and Conditions. Tickets for individual works in the tetralogy can only be purchased individually or in other sales combinations (e.g., pairs of performances, such as *Das Rheingold* + *Die Walküre*, or *Siegfried* + *Götterdämmerung*) using the so-called instant-purchase online procedure (4.2.), to the extent provided by BF.

4.8. Ticket orders will be processed as requested, with account taken of the demand for the individual performances (new production, day of the week, distribution of seats [request for adjacent seats only], and price category).

4.9. Each Customer can order and purchase a maximum of 16 tickets in total. Furthermore, for each work in the 2027 Bayreuther Festspiele, a maximum of 4 tickets can be ordered for one performance; for works in the categories G1–G4, E3–E6 and C6–C7, a maximum of 2 tickets can be purchased for one performance. A ticket for the *Der Ring des Nibelungen* tetralogy is counted as 1 ticket with respect to this ticket limit. Orders for multiple performances of the same work will not be taken into account.

4.10. In the event of excess demand for the price category ordered, BF reserves the right to offer the Customer tickets in another price category, if available.

4.11. Up to 6 wheelchair spaces (price category RS) and one seat for the accompanying person (price category B) are available in each performance. If the accompanying person is demonstrably required, the ticket is free of charge for the accompanying person. The accompanying ticket is linked to the wheelchair space; resale is not permitted. These seats are not offered for instant online purchase.

Furthermore, up to 20 end seats (B2 and B3) are available at each performance for visitors with limited mobility or a similar condition. Level access is only guaranteed in price categories A1, B1, B2 and B3.

4.12. Acceptance of the transmitted offer via payment of the invoice, including payment by means of offsetting with credit (5.3. and 6.4.), and the associated purchase of one or more admission tickets will give rise to a binding contract for attendance of the event between the Purchaser and BF, by virtue of which, the transfer of admission tickets is based not on principles of property law, but rather on the law of claims.

4.13. If no admission tickets can be allocated to the Customer, he/she will not receive a separate letter of rejection.

5. Online orders (standard orders)

5.1 Online orders are possible after registration and successful log-in under "My Festival" at www.bayreuther-festspiele.de.

5.2. By confirming completion of the order process by clicking on the "Order now" button, the Customer transmits his/her ticket requests for the 2027 Bayreuther Festspiele to BF (request to receive an offer). Insofar as BF can fulfil the Customer's wishes, including his/her wishes with respect to alternatives, in whole or in part, the Customer will receive an invoice in accordance with Section 3.1., i.e., through it being provided in his/her personal log-in area ("My Festival").

5.3. The invoice from BF also constitutes an offer to conclude a binding contract for attendance of the event. Payment of the invoice sum within a **deadline of two weeks** from the invoice date, which shall also be the deadline to accept the offer, will be regarded as binding acceptance of this offer. If the Customer declares that the invoice amount should be offset against a credit balance arising from the 2020 festival season, this shall be equivalent to payment of the invoice within the meaning of the above sentence 2; such a declaration can be submitted in the Customer's personal

login area ("My Festival") following receipt of the invoice. The credit for the invoice amount must be received by BF by the payment deadline (value date) by means of the payment methods provided. The same applies to receipt of declarations to offset the amount against existing credit. If the payment or declaration is not received in time, the admission tickets offered may be assigned to someone else. In this case, the Customer shall not be entitled to receive the previously offered and invoiced tickets or to be allocated other tickets. Claims for damages on the part of the Customer are excluded in all cases.

5.4. Payment of admission tickets as part of the online ordering process is possible by bank transfer, credit card or – if available – offsetting against existing balances, subject to Section 3. Any remaining credit from the previous year(s) will be refunded to the Customer via bank transfer.

5.5. The Customer is solely responsible for ensuring that the data he/she provides as part of the order procedure is correct. This applies equally to the order as such (selection of performances, number of tickets, etc.) and personal information (address, email address, etc.). The Customer will bear the consequences of any mistakes.

5.6. The online ordering process as such, as well as the specific ticket ordering procedure itself, can be suspended by BF at any time or cancelled entirely if it is no longer possible to carry out the order process in a proper or lawful manner. This includes, in particular, cases involving the occurrence of technical difficulties (hardware and software errors, computer viruses, server problems, etc.), external tampering or attempts at tampering, and/or legal prerequisites not being met.

5.7. In accordance with § 312g para. 2 sentence 1 no. 9 of the German Civil Code (BGB), the Purchaser is not entitled to a right of cancellation. It is not possible for the Purchaser to revoke his or her declaration of intent.

5.8. BF's email address is as follows: ticket@bayreuther-festspiele.de

6. Written orders

6.1. Written orders should be sent via post to: Bayreuther Festspiele GmbH, Ticket Office, Postfach 10 02 62, 95402 Bayreuth. Orders via fax or email will neither be acknowledged nor processed.

6.2. For written orders, the BF order form must be used, which will be sent to the Customer by the BF ticket office by post together with the order documents if requested and if written orders have previously been placed. Orders that are written freehand cannot be processed on principle. In the event of orders written freehand, BF will not be obliged to clarify any queries.

6.3. Upon submitting a written order that is received by the BF ticket office, the Customer transmits his/her ticket wishes for the 2027 Bayreuther Festspiele to BF (request to receive an offer). Insofar as BF can fulfil the Customer's wishes, including his/her wishes with respect to alternatives, in whole or in part, the Customer will receive an invoice in accordance with Section 3.1.

6.4. The regulations of Sections 5.3. to 5.5. apply mutatis mutandis. In deviation from 5.3. sentence 3, the declaration can also be submitted as a physical copy by post by means of a form sent alongside the invoice.

7. Personalisation and activation, provision and dispatch of admission tickets

7.1. All admission tickets belonging to an order process will be made out to the first and last name of the Purchaser, identifying him/her as such. Before admission tickets are provided or sent, the Customer must also specify the specific user of the admission ticket in question in accordance with the following provisions, and the user will also be shown on the admission ticket in question (so-called hard personalisation). The first and last name of the user are specified on each admission ticket.

7.2 In the standard order procedure (5.), after payment in full (value date), the tickets can be called up by the Customer in the Customer's personal log-in area ("My Festival") at www.bayreuther-festspiele.de and can be printed out once personalisation (7.3.) has taken place. After personalisation, the tickets will also be provided digitally as a mobile ticket. The Customer will be informed of the value date. Should the Customer choose to send the tickets by post when ordering their tickets, the admission tickets will be sent as printed admission tickets via post at the Customer's own risk to the specified shipping address following payment in full and once personalisation has been completed (7.4.). Additional fees per order (invoice) will be levied for shipments via post in accordance with Section 2.2. In general, shipping via post is only possible for orders within Germany and orders from other European countries.

7.3. The tickets provided at www.bayreuther-festspiele.de in the personal log-in area of the Customer must be personalised by the Customer by stating the first name and surname of the user in question. Only tickets that have been personalised in the name of the specific user and thus activated will be valid. The **personalisation and activation** of the tickets by the Customer must take place **by the day of the performance in question**; once this deadline has passed, personalisation and activation of the tickets is no longer possible. Tickets that have been personalised can only be amended and assigned to another user by the BF ticket office in accordance with Section 8.2.

7.4. If the Customer chose postal delivery when ordering the tickets, the tickets can be personalised by the Customer in the Customer's personal log-in area ("My Festival") at www.bayreuther-festspiele.de once payment has been made in full by specifying the user in question. Only tickets personalised in the name of the specific user will be valid and sent by post. If the Customer does not have a personal login area, he/she can also personalise tickets offline using a corresponding form, which will be sent to the Customer together with the invoice – insofar as he/she has chosen to have the tickets sent by post and it is possible to make him/her an offer for purchasing tickets – and which he/she must return to the address specified in 6.1. The **personalisation** of the tickets by the Customer must take place **by the day of the performance** in the case of **online personalisation** in accordance with the above sentence 1, and, in the case of **offline personalisation** in accordance **with the above sentence 2, no later than 30/06/2027 (receipt of the form by BF)**; once this deadline has passed, personalisation and postal dispatch of the tickets are no longer possible. The regulations under 7.3. sentences 4 and 5 apply mutatis mutandis.

7.5. The date, time and performance on the invoice and the admission tickets allocated and sent 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. Returning and transferring tickets

8.1. In general, admission tickets already paid for can be neither returned nor exchanged. Any resale of tickets by the Customer is subject to an assignment prohibition in certain cases (10.4.). No replacement will be provided for expired tickets. This will also apply if the tickets have not been personalised and activated in a timely manner (7.3. and 7.4.).

8.2. Admission tickets personalised in accordance with Section 7.3 or 7.4. can only be transferred to another user by the BF ticket office at the request of the Customer. Handwritten changes to the user's name by the Customer 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 the transfer.

This will not apply if the Customer demonstrates objective reasons for why the transfer is necessary (e.g., medical certificate, death, etc.).

8.3. Holders of admission tickets which are part of the standard procedure that have not been personalised in accordance with Section 7.3. or 7.4. or that have not been amended in the correct manner in accordance with Section 8.2. may be refused entry and prevented from attending the performance by BF.

8.4. Changes to cast and crew, including to the musical directors and production teams, as well as other changes to the order of events of a performance, do not entitle the Customer to return admission tickets.

8.5 In the event of a performance being abandoned, the admission fee will only be refunded if at the time of abandonment no more than one act has been shown – which also applies in the case of *Der fliegende Holländer* – or, in the case of *Das Rheingold*, if no more than one scene has been shown. The right to a refund will expire if the claim is not asserted to BF in writing (electronic communications suffice) within two weeks of the performance in question.

8.6. If a performance is cancelled before it has started, the tickets affected by cancellation of the performance can be returned and the ticket price refunded in exchange; however, the refund will not include the fee of EUR 6.00 per seat sold (4 x EUR 6.00 per admission ticket for *Der Ring des Nibelungen*) nor any processing fee and/or fee for dispatch by post, if incurred. The right to a refund will expire if the claim is not asserted to BF within two weeks of the performance in question in writing (at least electronic form).

8.7. In the cases of Sections 8.5. and 8.6., any further claims or rights of the ticket holder or Purchaser are excluded.

9. Ticket loss

9.1. If an admission ticket is lost, an application for the issue of a replacement ticket can be made, for a fee, **up to 30 minutes** before the start of the performance at the BF ticket office, provided the visitor can prove and/or plausibly state which ticket was purchased and lost, specifying the exact seat. Only one such application can be made for each ticket. The issue of a replacement ticket (duplicate) can only be requested by the Customer to whom the ticket(s) was/were issued or by the personalised user upon presentation of a photo ID. In general, replacement tickets will only be issued to these persons. The fee to have a replacement ticket issued is EUR 5.00.

9.2. In the case of tickets ordered as part of the standard procedure, if two visitors present tickets for the same seat in a performance, the person to whom the ticket has been personalised will always have priority over the holder of the other ticket. In the case of tickets sent by post, if both the original ticket and a replacement ticket for the same seat have been presented by different visitors, the holder of the original ticket will always take priority over the holder of the replacement ticket. In both cases, the other ticket will not entitle the holder to allocation of another seat or a refund of the purchase price. In justified exceptional cases, BF can declare and/or recognise reverse prioritisation. In

each case, the affected ticket holder shall neither be entitled to recognition of such an exceptional case nor shall have any claims against BF due to the recognition of such an exceptional case contrary to the general rule.

10. Resale and transfer of admission tickets

10.1. 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.

10.2. By accepting these conditions, the Purchaser declares that the admission tickets are being acquired solely for private use.

10.3. The Customer and Purchaser can only transfer his/her rights and obligations under the contract concluded with BF for attendance of an event (4.12.), and thus also the right to demand admission to the performance(s), to a third party by way of assignment of claims by the third party entering into the contract with BF in the place of the Purchaser, assuming all rights and obligations, and there is no prohibition of assignment within the meaning of the following provisions.

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

- a) In the event of the sale or transfer of admission tickets or the procurement of admission tickets for third parties if this occurs within the framework of commercial activities and/or for gain
- b) In the event of any sale of tickets on non-authorised Internet platforms, such as, for example, and in particular, eBay or non-authorised online ticket markets (e.g., Viagogo), or within the framework of Internet auctions; an exception is made in each case for sales as part of a so-called instant purchase or instant sale at a price no higher than the original price of the ticket(s), including the ticket charge and – insofar as such costs were incurred – the applicable portion of the processing fee, plus such costs that the seller has incurred or incurs as a result of the purchase and/or as a result of the resale of the ticket(s) via the method in question (e.g., postage and/or, e.g., eBay fees or similar charges)
- c) In the event of any sale of tickets at a price that is higher than the original price of the tickets, including the ticket fee and – if incurred – the applicable portion of the processing fee, plus such costs that the seller has incurred or incurs as a result of the purchase and/or the resale of the tickets
- d) In the event of any 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 means the intention to sell the ticket(s) in question at a price which exceeds the original price of the ticket(s), including the ticket charge and – insofar as such costs were incurred – the applicable proportion of the processing fee, plus such costs that the seller has incurred or incurs as a result of the purchase and/or the resale of the ticket(s)
- e) In the event that the tickets are passed on 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
- f) In the event that admission tickets are sold without reference to these General Terms and Conditions.

10.5. The resale or passing on of tickets subject to the conditions set out in Section 10.4. b) to f) remains unaffected.

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

10.7. BF may refuse to issue and send tickets to persons who have violated the above regulations in Sections 10.2. to 10.4. or who have attempted to resell tickets in violation of the above regulations in Sections 10.2. to 10.4. 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 during a previous festival season in violation of the applicable regulations regarding the 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 10.6.; this applies regardless of who is requesting the transfer of the ticket. Tickets already offered to the Customer and/or made available to the Customer for printing or sent to the Customer may be reclaimed and/or declared invalid (electronic blocking via the barcode) by BF in the event of any violation of the above regulations in Sections 10.2. to 10.4. This also applies in the case of attempts to sell tickets in violation of the above regulations in Sections 10.2. to 10.4.

10.8. BF may prevent holders of blocked tickets from accessing and attending the performance.

10.9. BF is not liable for the validity of tickets from other ticket providers or for their services or prices.

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) about the performances. The right is reserved to make changes at short notice so as to postpone the start of the performance on the same day. BF bears no responsibility for the information 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. There may be delays during checks for admission to the Festspielhaus as well as longer waiting times in the cloakroom and/or cloakroom depot in front of the Festspielhaus as a result of the applicable safety requirements. Visitors are responsible for ensuring they arrive with sufficient time in advance. Delays caused as a result will not entitle visitors to enter the auditorium after the performance has started.

11.3. Visitors to BF performances are subject to the applicable legal, regulatory and official admission requirements. Due to official requirements for the purpose of obtaining an operating licence, more stringent requirements may apply than required by the law or regulations.

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

- personalised admission ticket in paper form or digitally **and**
- personal ID or passport.

Admission to the event will generally be refused if the user noted on the admission ticket is not the same person as shown on the personal ID card/passport and/or if not all requested documents are shown.

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

12. Householder's rights and restrictions on bringing objects

12.1 BF exercises its rights as the householder and proprietor in the 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 may only occupy the seat which is stated on his/her ticket or the seat which the admittance staff allocates to him/her. If he/she has taken a seat for which he/she does not have a valid ticket – in particular, one that is personalised in his/her name – or which has not been allocated to him/her, BF may expel the visitor from the seat or even from the performance.

12.3. The private offering and reselling of admission tickets in the facilities and on the premises of Festspielhaus Bayreuth is prohibited.

12.4. Mobile phones, pagers and acoustic signalling devices of all kinds may 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 of animal welfare and space, guide dogs or other pets with 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 prohibited. Handbags are allowed up to a maximum size of 18 cm x 26 cm x 6 cm. In the event of deviating official safety requirements, those shall take precedence.

12.8. Smoking is prohibited in all publicly accessible rooms of the Festspielhaus Bayreuth.

13. Health protection and hygiene regulations

13.1. For the purpose of protecting the health of BF employees and other participants and visitors to the Bayreuth Festival, the Bayreuth Festival will observe and implement all legal, regulatory and official requirements applicable at any particular time.

The measures taken in each case are binding for the ticket Purchaser and the users of the admission tickets designated by him/her and supplement the provisions below.

13.2. In order to protect the health of BF employees and other participants and visitors to the Bayreuth Festival, BF shall be entitled to impose hygiene standards and rules of conduct in justified cases of danger to life and limb (e.g., epidemic, pandemic, etc.) at its own reasonable discretion, irrespective of any applicable legal, regulatory or official requirements, to impose hygiene standards and rules of conduct in this regard, such as the wearing of a mouth/nose mask including the requirement for such a mask (e.g., FFP2), the observance of distances or the use of disinfectants, as well as protective measures for the visit to the Festspielhaus and its adjoining buildings, which the user of the admission ticket is obliged to comply with.

13.3. Neither the Purchaser nor the user of the admission ticket in question shall have any claim to the implementation of corresponding hygiene and safety measures.

13.4. The safety and, if necessary, hygiene concept of the Bayreuther Festspiele is intended to reduce the risk of contagion of visitors and third parties with contagious diseases to an acceptable level. The risk of infection and, as a result, illness associated with any visit to a Performance or concert can, however, not be excluded. Therefore, BF's liability for injury to the life, limb or health of a concert visitor resulting from the implementation of the safety and, if necessary, hygiene concept in connection with the event is excluded; this does not apply to damage caused by intentional or negligent action or omissions.

14. Prohibition on taking visual and audio recordings

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

15. Audiovisual recordings and photographs by BF or third parties

15.1. If an audiovisual recording of a performance is created, the spectator may appear in the image as part of the audience. Even reflections may occur as a result of the scene. The spectator unreservedly consents to the use of this recording without limitation as to content, term or territory. This will not give rise to any claims of the affected spectator, including those relating to remuneration.

15.2. Upon acquisition of an admission ticket or by attending a performance, the Visitor furthermore declares their consent to BF, or any third parties commissioned or authorised by it, making audiovisual recordings and/or photographic recordings in which the Visitor can be recognised as a Visitor to the performance, distributing these, and using them in a manner which is unlimited with respect to content, term and territory. This will not give rise to any claims – including claims for remuneration – on the part of the spectator concerned. 15.3 Purchasers of admission tickets and visitors of a performance are aware that other visitors may create photographic and audiovisual recordings, both in the Festspielhaus and on the festival premises, in which the visitor can be recognised as a visitor to the performance. BF assumes no liability for recordings of this kind; this applies, in particular, in the event that recordings are made publicly accessible online (e.g., social media platforms such as Facebook and the like). The regulation in Section 14. 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.

16. Liability

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

17. Newsletter

By registering for the Bayreuther Festspiele newsletter, the Customer agrees that the personal data he/she provides, in particular, the email address provided, as well as the personal order data, may be used by BF to present or offer the Customer both general and personalised advertising and/or special offers and/or services, including offers and services of BF in cooperation with third parties (e.g., sponsors). Should the Purchaser not (or no longer) wish to receive these advertisements or presentations, he/she can revoke his/her consent at any time. A notification in written form (electronic communication shall suffice) addressed to the contact details provided in the newsletter (e.g., email, fax, letter) or unsubscribing will suffice in order to do this. Customers can unsubscribe from the newsletter using the link at the end of each email.

18. Force majeure

18.1. Should force majeure render holding the Bayreuther Festspiele in general and/or specifically the implementation of the contractual event or performance(s) impossible, the obligations to which both parties are subject shall cease to apply.

18.2. "Force majeure" means the occurrence of any event or circumstances that are beyond the reasonable control of the parties, which was/were not reasonably foreseeable at the time the contract was concluded, and whose effects 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, embargoes, sanctions; lawful or unlawful official acts, compliance with laws or government orders, expropriation, confiscation of works, requisition, nationalisation; plagues, epidemics, pandemics, natural disasters or extreme natural events; explosions, fires, the destruction of equipment, the prolonged failure of transportation, telecommunications, information systems, or power; general labour unrest, such as boycotts, strikes and lockouts, go-slow strikes, and the occupation of factories and buildings.

18.4. In the event that holding the Bayreuth Festival in general and/or implementing the contractual event or performance(s) in particular becomes impossible due to events and circumstances which constitute an effect or effects of the current COVID-19 pandemic, force majeure within the meaning of the above paragraphs shall not be precluded by the fact that these events or circumstances were foreseeable or could or should have been taken into consideration as possible at the time of conclusion of the contract. In this case, neither contractual party may 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 of Business or Use are or become invalid, in whole or in part, this shall not affect the validity of the remaining provisions. Any ineffective clause or partial clause shall be replaced by a provision that comes as close as possible to the content of the ineffective provision.

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Signed

Prof. Katharina Wagner, Heinz-Dieter Sense

Managing Directors of Bayreuther Festspiele GmbH

Publisher information

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