

# **General Terms and Conditions of Business for Online Orders and Written Orders**

## **Bayreuther Festspiele GmbH Terms of Business and Conditions of Use for online orders and written orders for the performances at Richard-Wagner-Festspiele 2018**

### **1. Area of Validity**

1.1. These General Terms and Conditions of Business regulate the legal relationships between Bayreuther Festspiele GmbH (hereafter: BF) and the ticket buyers (hereafter: Purchaser(s)) and visitors to the performances at Richard-Wagner-Festspiele 2018.

1.2. By ordering tickets for admission to the Bayreuther Festspiele, the Purchaser recognises the binding nature of these "Business Terms and Conditions of Use for the Bayreuther Festspiele 2018" (Version: Online Orders and Written Orders) as binding for him/herself and all visitors of the performances who receive tickets from him/her for personal use on the basis of his/her order. By concluding a contract to visit the performance and with the purchase of one or more tickets, these conditions become a valid agreement.

### **2. Admission Prices and Charges**

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

2.2. In addition to the ticket price for each successful purchase order or for each invoice, the following charges occur:

- A processing fee of 6 Euro for written orders (6.); the processing fee of 6 Euro does not occur in the case of online orders (5.)
- Regardless of the form of the purchase order, a charge of 4 Euro per seat sold
- Print and postal charges of 16 Euro in the case of delivery by post (7.2.)
- A credit card fee of 5% of the amount invoiced in the case of payment by credit card (3.4.).

2.3. Discounts will not be granted.

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

### **3. Sending of the Invoice and Terms of Payment**

3.1. The standard process is that invoices are sent electronically. If the Purchaser chooses delivery of the tickets by post, 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, within the payment deadline stated in the invoice (three weeks as of the invoice date).

3.3. The following methods of payment are available for payment of tickets:

- Bank transfer to one of the bank accounts of BF
- Payment by credit card: VISA or MasterCard

3.4. In the case of credit card payments an extra fee of 5% of the invoiced amount will be charged (2.2).

#### **4. General Conditions for Orders**

4.1. For the Bayreuther Festspiele 2018, a proportion of the tickets will be allocated to orders under consideration of previous waiting times (4.6.); a further proportion will be made available, independent 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 of Business for Online immediate payment tickets.

4.2. Ticket orders will only be accepted via Internet (5.) or in writing.

4.3. A prerequisite for any ticket order is the provision of a currently valid e-mail address and postal address. Upon provision of a professional e-mail address (used for work purposes), the purchaser will him/herself ensure that private use of the provided professional e-mail address is permitted for the purpose of further processing and handling of the purchase order (e.g. sending of an invoice). If the purchaser does not have an e-mail address or does not wish to use an e-mail address for the purchase order, then tickets can only be purchased in connection with delivery by post for which, in the case of a successful order, a separate fee will occur (2.2, 7.2.).

4.4. The processing of ticket orders for the Bayreuther Festspiele 2018 begins as of November 2017. Orders are to be submitted in such a way as to ensure that they arrive on the server of BF by **31/10/2017** at the latest, (5.) or, in the case of written orders, by **16/10/2017** at the latest.

4.5. Ticket orders for each of the individual performances can only be made by seat category. Pre-selection of specific 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. The express wish of the purchaser within the scope of the purchase order to acquire tickets

only for seats adjacent to each other can, due to existing demand, have an influence on the waiting time, in accordance with Paragraph 4.6.

4.6. Orders received will be processed independently of the order in which they were received. The processing of the ticket orders will occur in particular under consideration of previous waiting times and the demand for single performances (new productions, weekdays, distribution of seats [requests for adjacent seats], and price categories). If a ticket order was issued in the years before 2018 and, due to existing high demand, was not considered in previous years, such a ticket order will have the waiting period from previous years counted as waiting time.

4.7. As long as the Purchaser does not require tickets for the Bayreuther Festspiele 2018, but would like to have this year counted as a waiting year in accordance with Paragraph 4.6. then a corresponding statement on the order form is sufficient for this purpose.

4.8. Per performed work at the Bayreuther Festspiele 2018, a maximum of four tickets can be procured for one performance. Orders for several performances of the same work will remain unconsidered.

4.9. If the number of ordered tickets cannot be covered within the scope of the available price categories, after the waiting times in accordance with Paragraph 4.6. have been taken into consideration, then limits exceeding the limits stated at Paragraph 4.8. may be applied to the possible number of tickets issued per order for each performance. If alternative seats in another price category are available, BF retains the right to offer these.

4.10. For each performance there is one wheelchair space available as well as a seat for an accompanying person (price category B3 for each) which can only be ordered and issued together. These spaces can only be ordered via the online order process (5.) or by the written order process (6.).

4.11. For visitors with limitations of mobility there are up to 12 places available at the side of the parquet for each performance (price categories B2 and B3) with barrier-free access. Within the scope of the invoicing process, or before sending the tickets, BF is entitled to demand proof from the Purchaser as regards limitations of personal mobility (e.g. a corresponding disability identity card).

4.12. With the acceptance of the sent offer, upon payment of the invoice (5.3. and 6.4.) and the resultant purchase of one or more tickets, a legally obliging contract concerning visitation of the performance comes into being between the Purchaser and BF, the enforceability of which, as regards the sending of the aforementioned

tickets, does not correspond to the principles of property law but to the principles of debt recovery law.

4.13. If no tickets can be allocated to the Purchaser, then he/she will not receive separate notice of this. If the Purchaser does not receive an invoice by **15/02/2018**, it can generally be assumed that the purchase order was not successful.

## **5. Online Order (standard order)**

5.1. Online Orders are possible following registration and successful log-in at [www.bayreuther-festspiele.de](http://www.bayreuther-festspiele.de) and <http://ticket.btfs.de>.

5.2. In concluding the purchase order, through confirming, by pressing the button "Order now", the Purchaser sends his/her ticket order request for the Bayreuther Festspiele 2018 to BF ("invitatio ad offerendum" - invitation to make an offer). Insofar as the wishes of the purchaser, including the alternatives to those wishes from BF, can be fully or partly fulfilled, the Purchaser receives an invoice in accordance with Paragraph 3.1.

5.3. The invoice of BF represents, simultaneously, an offer of conclusion of a binding contract concerning visitation of the performance under the law of obligations. The payment of the invoiced amount within a deadline of three weeks as of the invoice date, which is also the deadline for acceptance of the offer, is regarded as valid and binding acceptance of this offer. The payment for the amount invoiced must arrive at BF within the payment deadline of three weeks as of the invoice date (value date of the credit entry) using the payment methods made available. In the case of entry of payment after the deadline, the offered tickets may be issued elsewhere. No rights or claims exist on the part of the Purchaser to receive the previously offered and invoiced tickets or to have other tickets allocated to him/her. Any claim of the Purchaser for damages is precluded in any case.

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

5.5. The Purchaser is solely responsible for the accuracy of the data provided within the scope of the order process. This is valid for the order accordingly as such (selection of the performance, number of tickets, etc.) and for personal data (address, e-mail address etc). The consequences of any errors made will be borne by the purchaser.

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 attempts to manipulate and/or a lack of legal prerequisites.

5.7. BF makes reference to the Link to the online platform of the EU Commission on out-of-court settlement of online conflicts (so-called ODR platform) <http://ec.europa.eu/consumers/odr/>, which is set on the BF home page.

5.8. Die e-mail address of BF is as follows: [ticket@bayreuther-festspiele.de](mailto:ticket@bayreuther-festspiele.de)

## **6. Written orders**

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

6.2. For written orders, the order form of BF is to be used, which will be sent by the ticket office of BF per post to the Purchaser, following previous written order containing an appropriate request to do so, together with the order documents, after the Bayreuther Festspielen 2017 or upon enquiry at the ticket office of BF. Informally written purchase orders (i.e. orders in writing without using the appropriate order form) can generally not be processed as a matter of principle. BF is not obliged to clarify queries in the case of informally written orders.

6.3. Upon arrival of the Purchaser's written order at the ticket office of BF, the Purchaser sends his ticket wishes for the Bayreuther Festspiele 2018 to BF ("invitatio ad offerendum" - invitation to make an offer). Insofar as the wishes of the Purchaser, including the alternatives to those wishes given by BF, can be fully or partly fulfilled, the Purchaser receives an invoice in accordance with Paragraph 3.1.

6.4. The regulations at Paragraphs 5.3 to 5.5 are valid accordingly.

## **7. Personalisation and activation, making the tickets available to the Purchaser and dispatch of the tickets**

7.1. All tickets of a purchase order are issued in the name of the ticket Purchaser prior to making them available / dispatching them.

7.2. In the standard process, the tickets can be printed after full payment, as of **15/06/2018** under [www.bayreuther-festspiele.de](http://www.bayreuther-festspiele.de) or <http://ticket.btf.de>, after calling the tickets up in the personal log-in area of the Purchaser ("My Festival") and following successful personalisation (7.3.). If the Purchaser has chosen delivery by post during his/her ticket order, the tickets - in deviation from the foregoing Sentence 1 - will be sent, as of June 2018 as printed tickets

per post, at the risk of the Purchaser, to the given postal address. For delivery by post, additional fees occur for each order (invoice) in accordance with Paragraph 2.2. Delivery by post, as a matter of principle, is only possible for orders within Germany and orders from European foreign territories.

7.3. Prior to printing the tickets made available under [www.bayreuther-festspiele.de](http://www.bayreuther-festspiele.de) or <http://ticket.btfs.de> in the personal log-in area of the Purchaser, which is the obligation of the Purchaser, the tickets are to be personalised with the first name and surname of the respective user. Only tickets which have been personalised, thus activated for the individual user, are valid. The **personalisation and activation of the** tickets through the Purchaser must occur at the latest seven calendar days before the performance in question; after expiry of this time period, a personalisation of the tickets is no longer possible. For tickets which have not been personalised on time, no replacement or compensation will be given (8.1). Personalised tickets can only be rewritten and allocated to another user by the ticket office of BF in accordance with Paragraph 8.2.

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

## **8. Acceptance of Returned Tickets and Changing Tickets**

8.1. Entry tickets already paid for, as a general principle, can be neither returned nor exchanged. Resale is, in some cases, subject to a prohibition of transfer (10.4.). No replacement will be issued for expired tickets. This is also the case if the personalisation, thus activation, of the tickets has not been carried out within the specified time, insofar as personalisation is necessary in accordance with these General Terms and Conditions of Business (7.3.).

8.2. Only the ticket office of BF can rewrite personalised tickets to transfer them to another person, in accordance with Paragraph 7.3., and only upon application of the Purchaser. Handwritten changes of the user name by the Purchaser or other third parties and/or corresponding deletions render the ticket invalid. BF is entitled to demand a fee of 10% of the regular price of the ticket for rewriting the ticket to transfer it to another person, at the most, however, 20.00 Euro. This is not the case if the Purchaser can prove that objective reasons exist which necessitate the transfer of the ticket (e.g. doctor's certificate, death etc.).

8.3. Holders of tickets acquired using the standard process which have been neither personalised in accordance with Paragraph 7.3. nor

transferred by the proper method in accordance with Paragraph 8.2. can be refused access and the right to visit 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 a refund expires if the claim is not asserted, in text form at the very least, to BF within two weeks following the performance in question.

8.6. In the case that a cancellation of the performance occurs before it has begun, the admission tickets affected by the cancellation of the performance will be taken back and the admission fee 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 any handling charge and/or postal delivery fees which may have been incurred. The right to receive a refund expires if the claim is not asserted, in text form at the very least, to BF within two weeks following the performance in question.

8.7. In the cases of Paragraphs 8.5 and 8.6 any further claims or rights of the ticket holder or the Purchaser are precluded.

## **9. Loss of Tickets**

9.1. If an entry ticket is lost, a one-time application for the issue of a replacement ticket, which will be charged for, can be made **up to 30 minutes before** the beginning of the performance at the ticket office of BF, provided the visitor can prove by naming the exact seat or stating plausibly which ticket has been acquired and lost. The issue of a replacement ticket (duplicate) can only be applied for by the Purchaser to whom the ticket was issued or - and this is not the case for tickets issued by post - the personalised user upon presentation of photographic identity. As a matter of principle, replacement tickets will only be issued to these people. The fee for the issue of a replacement ticket is 10% of the regular price of the ticket, at the most, however, 20.00 Euro.

9.2. In the case of tickets issued by the standard process, if two tickets for the same seat at a performance are presented by different visitors, then the person for whom the ticket is personalised will, as a matter of principle, be given precedence over the holder of the other ticket. In the case of tickets issued by post, 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 case, justify any right to be allocated to another seat or return of the ticket price. In justified exceptional cases, BF can declare or recognise a reverse order of precedence. The affected ticket owner in each case has neither the right to recognition of an exceptional case nor the right to raise a claim against BF on the grounds of such recognition of an exceptional case in contrast to the usual case.

## **10. Further sale and transfer of admission tickets**

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

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

10.3. The person ordering and the person receiving can only cede to a third-party his/her rights and obligations under this contract concluded with BF (4.12) and related to the event, including, as a result, the right to demand admission to the performance(s), under the condition that the third-party assumes all rights and obligations in the stead of the person ordering as a contract party with BF and under the condition that no ban on such a cession exists as according to the following regulations.

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

- a) sale or forwarding of admission tickets or the purchase of admission tickets for third parties if this occurs within the scope of professional and/or commercial business,
- b) in the case of sale of admission tickets on non-authorized Internet platforms, for example, and in particular, eBay or non-authorized Online-Ticket-Markets (e.g. viagogo) or within the framework of Internet auctions; an exception here is the sale within the scope of a so-called "buy it now"-sale respectively "buy it now"-sale at a price not higher than the original price of the ticket, including the card charge and - if such costs were incurred - the 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, although 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 card charge and - if such costs were incurred - the proportion of the processing charge, in addition to costs which were or will be incurred to the seller during the procurement and/or during the resale of the ticket by the chosen method,

e) in the case of handing on tickets to others or reselling tickets for purposes related to advertising or marketing, as a bonus, give-away or prize or as part of a hospitality or travel programme which is not authorised by the event organiser, or

f) in the case of sale of admission tickets without reference to these general terms and conditions.

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

10.6. Tickets, which are sold or handed on following successful personalisation (7.3.), must be rewritten to allocate them to the new user in accordance with 8.2. notwithstanding the above regulations in accordance with Paragraphs 10.3. and 10.5.

10.7 BF can refuse to issue and deliver tickets to such people who have violated the above regulations at Paragraphs 10.2 to 10.4 or have attempted a resale in violation of the above regulations at Paragraphs 10.2. to 10.4. The same is valid for those people who deal with tickets commercially without prior written permission of BF, for people who have resold or tried to resell tickets during a previous Festival season and violated the regulations which are valid for each case, as regards resale and handing on of tickets by doing so, and for people who make tickets available to such persons. Tickets which have already been offered and/or made available to the Purchaser for printing or tickets sent to the Purchaser may be declared invalid (electronic locking of the barcode) or demanded back by BF in the case of violation of the foregoing stipulations at Paragraphs 10.2. to 10.4. This is also applicable to cases of attempts to sell tickets in violation of the foregoing stipulations at Paragraphs 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](http://www.bayreuther-festspiele.de)) 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 by BF. 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 valid security requirements it is possible that delays can occur due to admission controls upon entry to the Festspiel-building as well as long waiting times at the cloakroom and/or cloakroom storage space at the front of the Festspiel-building. The visitors must make their own preparations to sufficiently account for such time delays. Delays caused by such matters do not entitle the visitors to be admitted to the auditorium after the performance has begun.

## **12. Householders rights and limitations regarding 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 these, bother other guests or, in any other serious manner or repeatedly, violate the house rules or any conditions of use related to the event. Entry can be refused if there is a founded suspicion that the visitor will disturb the performance or bother other guests. A refund of the ticket price will not occur in such cases.

12.2. The visitor shall only 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 – in particular, personalised with his/her name – ticket or to which he/she has not been allocated, then BF may instruct the visitor to leave that seat or even the whole performance.

12.3. To privately offer or resell admission tickets within the rooms or

on the grounds of Festspielhaus Bayreuth is forbidden.

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

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

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

12.7. For safety reasons, it is forbidden to take bulky or - regardless of size - dangerous objects or cushions into the festival house. Handbags are allowed, up to a maximum size of 18cmx26cmx6cm. In the case of any statutory security requirements which deviate from what is stipulated here, statutory requirements have 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 Paragraph 12.1.

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

14.1. In the case that audio-visual recordings of a performance are made, a visitor may appear within the picture as part of the audience. Also mirrored images, depending on scenes, are possible. The visitor agrees unconditionally to the 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 an entry ticket or visiting the performance, the visitor declares his/her agreement that BF, its delegates or any authorised third-party can make audio-visual recordings or photographic images of the visitor which render the visitor recognisable as a visitor of the performance; furthermore that copies of these images may be made and that they may be utilised with regard to their content to the fullest extent without temporal or spatial limits. Claims - including any relating to payment - on the part of the affected visitor are not justified by this.

14.3. The procurer of the ticket and the visitor of the performance are aware that both in the festival house and on the festival grounds photographs and 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. Personal data related to orders will be taken, processed, saved and used to the extent necessary for the order, according to the stipulations of the data-protection laws, for the facilitation and execution of the contract and for the handling of the order.

16.2. The Purchaser of the tickets agrees, at the latest at the time of paying the invoice (acceptance of the offer in accordance with Paragraph 5.3. and/or 6.4.), to the saving of his/her personal data as well as the use of his/her personal data as specified in the above contractual regulation. This consent can be revoked at any time from BF before the end of the payment deadline (5.3., 6.4.).

16.3. In connection with the execution and handling of the order or contract, as well as - insofar as registration has occurred - the newsletter (Paragraph 17.), BF also uses the services of other companies and/or individuals (e.g. for sending of letters or e-mails, handling payment by credit card or immediate bank transfers, etc.). These service providers receive access to personal information and data of the Purchaser insofar as this is required for the fulfillment of the respective tasks; they must not, however, use this information and data for other purposes. These service providers will, in addition, be obligated to compliance with the data-protection determinations included here, as well as with relevant data-protection laws.

Furthermore the personal data of the Purchaser including the personal order data of BF will be forwarded if BF is obligated to do so

for legal reasons, or if such forwarding of data is required in order to comply with the General Terms of Business and Conditions of Use of BF or other agreements which exist between the Purchaser and BF or to protect the rights of BF and/or of the Purchaser. This includes the exchange of data with companies or persons with whom BF cooperates for purposes of defence against or punishment of abuse of data, fraud, contractual violations or similar risks. In addition, no forwarding of data will be sent to third parties for any form of economic exploitation which stands in contradiction to this data protection declaration and the valid data-protection laws.

### **17. Newsletter**

With the registration for the Newsletter of the Bayreuther Festspiele, the Purchaser agrees that the personal data provided by the Purchaser, and, in particular in this regard, the e-mail address supplied as well as the personal data may be used by BF, in order to present or offer the Purchaser general as well as personalised advertising and/or special offers and/or Services, including offers and services of BF in cooperation with third-parties (e.g. sponsors). In the case that such advertising or presentations are no longer desired by the Purchaser, he/she can withdraw his/her consent at any time. A message in text form (e.g. e-mail, fax, letter) addressed to the point of contact named in the newsletter is sufficient. The notice of withdrawal from the newsletter is also possible at the end of any e-mail.

### **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: 20 August 2017*

signed

Prof. [Katharina Wagner](#), Holger von Berg  
Managing Director Bayreuther Festspiele GmbH