

## **GENERAL TERMS AND CONDITIONS FOR IMMEDIATE ONLINE PROCUREMENT ("ONLINE IMMEDIATE-PAYMENT TICKETS")**

### **Bayreuther Festspiele GmbH Terms of Business and Conditions of Use for online immediate procurement of Online immediate-payment tickets and for the performances at Richard-Wagner-Festspiele 2017**

#### **1. Area of validity**

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

1.2. By procuring admission tickets for the Bayreuther Festspiele the buyer<sup>1</sup> recognises the binding nature of these "Terms of Business and Conditions of Use for the Bayreuther Festspiele 2017" (Version: Online immediate procurement of Online immediate-payment tickets) as binding for himself and all visitors of the performances who receive tickets from him on the basis of his purchase. By concluding a contract to visit the performance and by the purchase of one or more tickets, these conditions become a valid agreement.

#### **2. Entry prices**

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

2.2. In addition to the ticket price, a charge will be made for each invoiced ticket for an individual work (4.4) of 2.00 Euro each per ticket, for Der Ring des Nibelungen (4.6) 4x 2.00 Euro.

2.3. Discounts will not be granted.

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

#### **3. Payment conditions**

3.1. Payment is to be made solely in Euro, immediately after the order process, following an appropriate demand for payment.

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

- immediate payment by credit card: VISA and MasterCard
- immediate payment by Paypal
- immediate payment by SOFORT bank transfer (Online direct bank transfer process of SOFORT GmbH)

#### **4. General terms and conditions of procurement**

4.1. The buyer declares that he is of legal age and competent to enter into legal transactions without restraints.

4.2. For the Bayreuther Festspiele 2017, a proportion of the tickets will be allocated to orders under consideration of previous waiting time; a further proportion will be allocated independent of waiting times on a "first-come, first-served" basis - so-called Online immediate-payment tickets. The purchase of the former is subject to the General Terms and Conditions for Written Orders and Online Orders; the procurement of the latter is subject to the - at hand - General Terms and Conditions for online immediate procurement ("Online immediate-payment tickets").

4.3. Online immediate-payment tickets (4.2.) can be procured as of 12/02/2017 as of 2 PM CET via the Internet.

4.4. Per procurement order, a total of 4 tickets can be ordered for one or several individual works (Die Meistersinger von Nürnberg, Tristan und Isolde, Parsifal, Walküre IV) and/or up to 2 tickets for the Tetralogy of Der Ring des Nibelungen (4.6.).

4.5. For each of the individual performances, no specific choice of seats can be made. The selection is only possible according to seating area category. Specific seats will be suggested by BF, based on the chosen seating area category, at the basket stage of the procurement; the buyer is free to accept or reject them (5.2.). Orders for several tickets to the same performances and category will be processed adjacent to each other, insofar as availability allows. The ticket buyer has no right to seats adjacent to each other.

4.6. With the exception of the cycle-independent performance Walküre IV (18/08/2017), tickets for the tetralogy Der Ring des Nibelungen, consisting of the individual works Das Rheingold, Die Walküre, Siegfried and Götterdämmerung, can only be procured together, for the entire cycle.

4.7. For these performances, online "orders" for Online immediate-payment tickets will be processed exclusively according to the incoming order ("first come - first served").

4.8. With the acceptance of the transmitted offer (5.3) and the resultant purchase of one or more tickets, a legally obliging contract, relating to attendance at the event, comes into existence between the person ordering the tickets and BF, under the power of which the transfer of this contract does not underlie the principles of property laws but the principles of debt recovery law.

## **5. Online procurement of so-called Online immediate-payment tickets**

5.1. Online immediate-payment tickets are available for procurement as of 2 PM 12/02/2017, solely per Internet under [www.bayreuther-festspiele.de](http://www.bayreuther-festspiele.de).

5.2. During the online-basket phase - thus, before conclusion of the order process (order) - the buyer will receive concrete seating suggestions in accordance with the number of tickets selected and the seating area category, insofar as these are available for the order in question. The content of the online-basket is reserved for 30 minutes as of the first basket entry. If the order process (including the payment process) is not successfully concluded within this time period, then the entire content of the online-basket will be deleted and the order process cancelled.

5.3. In confirming the conclusion of the procurement process (order), by clicking the button "Place binding order under obligation of payment", the ticket buyer places a binding order under obligation of payment to Bayreuther Festspiele GmbH as well as a binding offer to conclude a binding contract under the law of obligations related to the attendance of the event. The conclusion of the contract becomes valid with BF's agreement regarding the ordered tickets, following the clarification of payment methods. The acceptance regarding the successful procurement of the tickets will be confirmed to the buyer by means of delivery of an invoice per email.

5.4. Payment of tickets using the means offered by the online procurement process for Online immediate-payment tickets is only possible, under recognition of the validity of paragraph 3., by the following means: credit card, Paypal, SOFORT transfer, immediately following the order.

5.5. The buyer is himself responsible for the correctness of the data that he gives within the scope of the order process. This is valid for the order as such (selection of the performance, number of tickets, etc.) and for the personal data (address, e-mail address, etc.) Any errors are the responsibility of the buyer.

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

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

## **6. Online immediate-payment tickets**

6.1. Online immediate-payment tickets are only made available in digital form. Conventional tickets on paper cannot be issued to the buyer, also not on request. Online immediate-payment tickets will be transferred starting from April 18, 2017 as PDF files per e-mail to the buyer after verification of the customer's account; they are to be printed out by the customer himself. Online immediate-payment tickets are to be shown in paper form at the point of entry; tickets only shown in electronic form (e.g. smart phone or other technology) are not sufficient and cannot be accepted for technical reasons.

6.2. An Online immediate-payment ticket authorizes respectively only one person to be admitted. The Online immediate-payment ticket is cancelled upon first registration by a visitor who displays the Online immediate-payment ticket. Any further visitors who possess a second copy of the cancelled Online immediate-payment ticket have no right to be admitted. BF is not obligated to clarify the legality of the possession of the first visitor; BF does however retain the right to do so.

6.3. Procured online immediate-payment tickets will be sent after successful conclusion of payment starting from April 18, 2017 by e-mail to the e-mail address verified by the buyer, at the buyer's own risk. Insofar as the buyer has an online customer account, he can also view all online tickets again, via the area "Meine Festspiele" (My Festspiele) on the start page of the respective shop page, and print them out. The same is true for invoices.

6.4. At the point in time of sending the tickets by e-mail and - insofar as a customer account is existent - by making the tickets available to call up online under "Meine Festspiele", all obligations of BF with regard to the purchase of online immediate-payment tickets have been fulfilled. Admission tickets will not be sent by post or held in deposit for the buyer. In particular, any (security) technical settings of the e-mail account of the addressee of the Online immediate-payment tickets (spam filter etc.) lie solely within the recipient's own responsibility.

6.5. The date, time and performance on the tickets, delivered as a pdf file, 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.

6.6. The buyer and the person receiving the online immediate-payment tickets is solely himself responsible for the security of the ticket and, in particular, of the authorisation code printed on it. He cannot appeal on the grounds that another person has used their Online immediate-payment tickets to obtain admission to the performance. He is furthermore obligated to ensure that only one copy and/or version of the Online immediate-payment ticket exists, in particular if this has been reprinted or forwarded to the buyer/addressee by e-mail, MMS or any similar means. Otherwise there is a danger that another person will make use of the additionally existent copy/version of the Online immediate-payment ticket to obtain access to the performance and, in doing so, cancel

the authorisation code which can only be used once, with the result that the original buyer of the online ticket will no longer be able to visit the performance. BF recommends storing the Online immediate-payment tickets as carefully as one would store cash or securities in order to prevent the creation of copies by unauthorised third persons and/or any other form of misuse.

## **7. Personalisation**

Tickets resulting from the order process will be personalised with the name of the ticket procurer.

## **8. Acceptance of returned tickets**

8.1. Entry tickets already paid for, as a general principle, can be neither returned nor exchanged. Expired tickets and - in the case of online tickets - online immediate-payment tickets which have already been cancelled for entry by another person or other persons will not be replaced.

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

8.3. In the case of cancellation of the performance, payment made for tickets will only be returned if not more than one act (Akt or Aufzug) has been shown - this also applies in the case of Das Rheingold if not more than one scene has been shown. The right to refund expires if the claim is not asserted to BF within two weeks after the performance in question.

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

8.5. In the case of Paragraph 8.3. and 8.4. any further claims on the part of the procurer or owner of the ticket are precluded.

## **9. Loss of tickets**

9.1. If the visitor does not possess a printed copy of the Online immediate-payment tickets or only possesses a badly readable print (e.g. forgotten, damaged etc.) he can make a one-time application for the issue of a second print/replacement ticket, which will be subject to a charge, 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 can state plausibly which seat is affected by the loss. The charge for issuing a replacement ticket is 10% of the regular price of the ticket.

9.2. In the case of a second print in the sense of the foregoing (9.1.), the regulations in 6.2. and 6.6. remain untouched. The replacement ticket does not, in this case, justify any right to be allocated to another seat or a return of the ticket price. BF is not obligated to check whether the visitor who cancelled the ticket first is the legal owner of that same ticket. 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 Oberfranken). 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 ticket buyer declares by his acceptance of the conditions that the admission tickets are being acquired solely for private use.

10.3. The ticket buyer and the person receiving can only cede to a third-party his rights and obligations under this contract concluded with BF and related to the event, including, as a result, the right to demand admission to the performance(s), under the condition that the third-party assumes all rights and obligations in the stead of the buyer 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 framework of professional and/or commercial business,
- b. sale of admission tickets on non-authorized Internet platforms, for example, and in particular, eBay, or non-authorized Online-Ticket-Markets, or within the framework of Internet auctions; an exception here is respective sale within the scope of a immediate (so-called "buy it now") sale or immediate sale at a price which does not exceed 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 purchase 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. sale of tickets at a price which exceeds 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. 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 exceeding 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. 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. sale of admission tickets without reference to these general terms and conditions.

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

10.6. BF can refuse to distribute tickets to those persons who deal with tickets commercially without prior written permission of BF; to persons who have resold or tried to resell tickets during a Festival season and violated the regulations – valid for each case – as regards resale and handing on of tickets by doing so; and to those who make admission tickets available to such persons. Admission tickets which have already been

allocated and/or sent to the buyer, in the case of violation of the foregoing stipulations at paragraphs 10.2. to 10.4., may be declared invalid (electronic locking of the barcode) or demanded back by BF. This is also applicable to cases of attempts to sell tickets in violation of the foregoing stipulations at paragraphs 10.2. to 10.4.

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

10.8. BF 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. 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.

## **12. Householder's rights**

12.1. BF practices householder's rights at Festspielhaus Bayreuth. BF is entitled to declare bans, expel persons from the house and take any other suitable measures within the framework of these householder's rights. In particular, visitors can be expelled from performances if they 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 ticket or the place which the admittance staff allocate him to. If he has taken up a seat for which he does not possess a valid ticket or to which he 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. 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 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 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 in the Internet (e.g. social media platforms such as Facebook etc.). The regulations of 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**

In the case of damage suffered by a visitor in the rooms or on the grounds of Festspielhaus Bayreuth, 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 in accordance with the stipulations of the data-protection laws, to facilitate and execute the contract and for the handling of the order.

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

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

forwarding of data to third parties for economic exploitation will occur which would be contrary to this data-protection declaration and valid data-protection laws

## **17. Newsletter**

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

## **18. Protective clause**

In the case that regulations within these General Terms and Conditions of Use should be or become completely or partly inoperative or void, 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.

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signed

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