

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

Terms and Conditions of Business and Use of Bayreuther Festspiele GmbH for Online Instant Purchases, So-Called Online Instant Purchase Tickets, as well as for the Performances of the 2021 Richard Wagner Festival, Including the Special Concerts on 10th, 22nd and 25th August 2021

1. Scope of validity

1.1. These Terms and Conditions regulate the legal relationships between Bayreuther Festspiele GmbH (hereinafter: "BF") and the purchasers of tickets for (hereinafter referred to as: the "Purchaser". Please note, masculine pronouns are used for reasons of simplification) or visitors to the performances of the 2021 Richard Wagner Festival, including the special concerts on 10th, 22nd and 25th August 2021.

1.2. By purchasing tickets for the Bayreuth Festival, the Purchaser acknowledges these Terms and Conditions of Business and Use for the 2021 Bayreuth Festival as binding for both himself and all visitors to the performances who have received tickets from him as a result of his purchase. Upon concluding a contract to visit an event and purchasing one or more tickets, these conditions are deemed to be agreed.

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

2. Ticket prices

2.1. The tickets for each performance are allocated to various price categories. Only tickets of a single price category can be ordered for a particular performance. Ticket prices can be viewed in the current valid price list.

2.2. In addition to the ticket price, there is a fee of EUR 4.00 for each seat sold.

2.3. Discounts will not be granted.

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

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

3. Provision of the invoice and terms of payment

3.1. In the Online Instant Purchase procedure, invoices are only sent electronically within the meaning of section 14 para. 1 sentences 7 and 8 of the Value-Added Tax Act; the invoice will not be sent in paper form. Once the payment process has been successfully completed (5.7., 5.8.), the invoice can be viewed, downloaded and printed out at www.bayreuther-festspiele.de in the Purchaser's personal log-in area ("Meine Festspiele" or "My Festival"). The Purchaser will be informed by email when the invoice is made available.

3.2. Payments are to be made immediately after the order process, following a corresponding request for payment, and must be made in euros.

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

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

4. General conditions of purchase

4.1. The Purchaser must be of legal age and fully legally competent.

4.2. For the 2021 Bayreuth Festival, in a departure from the way in which tickets are usually allocated, where, for each performance, some of the tickets will be allocated to orders on the basis of previous waiting times (so-called procedure for online orders and orders made in writing) and some of them will be allotted independently of waiting times on a "first-come, first-served" basis (so-called online instant purchase tickets), the ordering process is being suspended due to the pandemic. For the 2021 Bayreuth Festival, only so-called online instant purchase tickets can be purchased, in accordance with these Terms and Conditions for Online Instant Purchases.

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

4.4. In order to set up a customer account by means of registration and verification (5.3.), which is a prerequisite for instant online purchases, it is compulsory to provide a valid postal address, a verified email address and telephone number and – in order to implement the protective and hygiene concept and be able to trace chains of infection as part of measures to combat the coronavirus pandemic – one's date of birth. If a professional email address is provided, the Purchaser himself must ensure that the email address provided for business purposes is allowed to be availed of for private use for the purpose of further processing and transacting the order.

4.5. When making an online instant purchase, a total of up to 12 tickets can be purchased per Purchaser, regardless of the number of online instant purchase processes that Purchase completes. However, a maximum of 4 tickets, with a maximum of 2 tickets from price category 7 onwards, may be purchased per work performed.

4.6. It is not possible to select specific seats for the individual performances. It is only possible to select the seat category. Specific seats will only be proposed by BF in the shopping basket as a result of the performance date and seat category selected. The Purchaser can accept or reject these individual seats on a case by case basis (5.5.).

4.6a. In view of the current distancing and hygiene rules, it is not possible to provide adjacent seats if more than one ticket is purchased for a performance. Only single seats can be purchased for the 2021 Bayreuth Festival (arranged in a "chessboard pattern").

4.7. Online "orders" for online instant purchase tickets are processed exclusively in the order in which they are received ("first come, first served"), subject to sentence 2 below.

Customers who had purchased tickets for the 2020 Bayreuth Festival but were unable to use them due to the suspension of the Bayreuth Festival as a result of the pandemic will

be given early access to BF's online instant purchase portal. This only applies if the customer in question has not requested a refund of the fee he paid for the 2020 tickets. The first-come-first-served principle within the meaning of sentence 1 above also applies within this group of customers.

4.8. Upon acceptance of the submitted offer (5.7.) and the entailed purchase of one or more tickets, a contract for attendance of the event comes into between the Purchaser and BF under the law of obligations; by virtue of this contract, the transfer of tickets will be dictated not by principles of property law but rather by the law governing legal claims.

4.9. BF reserves the right to exclude Purchasers from the online instant purchase procedure if they circumvent or attempt to circumvent the restrictions on sales within the meaning of these Terms and Conditions (4.5.), in particular, by using modified address data (e.g., the address of a primary and secondary residence, using upper and lower case, omitting or inserting arbitrary characters, using abbreviations, when writing in German, spelling out umlauts with "ae", "oe" or "ue", etc.) and/or several different email addresses and/or customer numbers with BF. Such exclusions include any orders that have already successfully been made; in this case, the BF reserves the right to not provide any tickets in accordance with section 6.3.

4.10. Wheelchair spaces and seats for accompanying persons cannot be purchased as part of the online instant purchase procedure. Wheelchair spaces and seats for accompanying persons can be requested from the Bayreuth Festival ticket office directly.

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

5.1. Online instant purchase tickets can only be purchased online at www.bayreuther-festspiele.de as of 2 p.m. CEST (UTC+2) on 4th July 2021. Customers within the meaning of section 4.7. sentences 2 to 4 may already purchase online instant purchase tickets as of 6 p.m on 1st July 2021 until 12:00 p.m. CEST (UTC+2) on 4th July 2021.

5.2. [not applicable]

5.3. Participating in online instant purchases, i.e., logging in to the ticket shop at www.bayreuther-festspiele.de, requires prior successful registration and verification of a customer account, which can be done at www.bayreuther-festspiele.de.

5.4. Due to the high demand for so-called online instant purchase tickets and numerous attempts to place orders being made at the same time, especially on the day of release (5.1.), there is a queue to access the log-in mask for the ticket shop at www.bayreuther-festspiele.de in order to implement the "first-come, first-served" principle (4.2.). The Purchaser enters the queue by calling up the website www.bayreuther-festspiele.de and can exit it at any time by closing the browser window. If the Purchaser does the latter, he will lose his place in the queue. While the Purchaser is queueing, a so-called progress bar is used to show him, on a percentage basis, how he is advancing in the queue, taking into account the current number of purchasers waiting in front of him, based on the status of the page view, and the availabilities for the individual works for which tickets can be ordered (not taking into account the price categories or specific performance dates) are displayed for informational purposes using a traffic light system. Instructions that are displayed during the queue must be observed in order to retain one's place in the queue. Once the Purchase has got to the front of the queue, he will be invited to enter the ticket shop by entering his verified access data (customer number or email address and password) (5.3.). The Purchaser has 10

minutes for this (they are thereafter "timed out"). After being timed out, the Purchaser can only attempt to log in again after first waiting in the queue again.

5.5. For the individual performances for which tickets are available by means of the instant online purchase procedure, tickets can only be selected by price category, based on the available capacities and taking into account the limit on quantities sold (4.5.). The number of tickets and the price category are selected using a so-called drop-down window. Once the Purchaser has confirmed his selection by clicking the "Add to basket" button, specific seats will be suggested to him in his shopping basket according to the number of tickets and seat categories selected, insofar as these are available. In the shopping basket, the Purchaser is also shown the individual ticket prices and the total price. The contents of the online shopping basket are reserved for 30 minutes, starting from the first time an item is placed in the shopping basket. If the process (including the payment method) is not successfully completed within this period, the contents of the entire shopping basket will be deleted and the process cancelled. The Purchaser has the option of deleting specific tickets that are suggested from the shopping basket by clicking on the red "X" for this that is displayed in a button. Tickets deleted from the shopping basket are immediately put back on sale and can no longer be added to the shopping basket.

5.6. From the shopping basket (5.5.), the Purchaser can either select additional tickets and place these in his shopping basket – provided tickets are still available and the restriction on sales (4.5.) is observed – or continue the order process for the tickets already in his shopping basket. The latter is done by clicking on the "Proceed to checkout" button. In the summary that is then displayed, the Purchaser is shown the stored address data, a list of all the tickets from the shopping basket, the fees incurred and the total amount due. The Purchaser will then have to make a selection as to their desired payment method in order to be able to continue and complete the order process. Continuation of the order process, which leads to completion of the order process – subject to provision of the information required by the payment provider for the selected payment method 5.8.) – is effected by the Purchaser by clicking on the "Buy now" button.

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

5.8. Payments for tickets using the online purchase process for online instant purchase tickets can only be made immediately after the order is placed by credit card (VISA, MasterCard and American Express) or PayPal or through offsetting against credit, subject to section 3. The Purchaser must follow the instructions of the payment provider it has chosen. The Purchaser will the relevant requests after clicking the "Buy now" button (5.6., 5.7.).

5.9. The Purchaser is responsible for ensuring the data he provides during the order process is correct. This applies both to the order itself (the performances selected, the number of tickets, etc.) and to personal information (postal address, email address, etc.) alike. The consequences of any mistakes made will be borne by the Purchaser.

5.10. The online order process in general and the specific ticket ordering transaction itself may be suspended or completely aborted by BF at any time if it is no longer possible to carry out the process properly or lawfully. This applies, in particular, in cases where technical issues arise (hardware and software errors, computer viruses, server problems, etc.), in the

event of external tampering or attempts at tampering, and/or where necessary legal conditions are not met. BF may also suspend or abort a specific ticket order process at any time in the cases specified in section 4.9.

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

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

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

6.2. All tickets for an order process are made out to the first and last name of the Purchaser before being provided; there is also the opportunity to indicate the Purchaser or the specific user here (6.4).

6.3. After being paid for in full, the tickets must be called up by the Purchaser in his personal log-in area ("Meine Festspiele"/"My Festival") at www.bayreuther-festspiele.de and then printed out after successful personalisation (6.4.). So-called online instant purchase tickets are neither sent by post nor by email.

6.4. The tickets provided at www.bayreuther-festspiele.de in the Purchaser's personal log-in area ("Meine Festspiele"/"My Festival") must be personalised by the Purchaser before being printed out (which is also the responsibility of the Purchaser) by specifying the first and last name and date of birth of the particular user, in each case (so-called "hard personalisation"). In order to implement the protective and hygiene concept and be able to trace chains of infection as part of measures to combat the coronavirus pandemic, the contact details and date of birth of each user of a ticket are recorded during the course of this personalisation. The Purchaser provides the contact details and the date of birth of the users to whom he gives the tickets for use; he will only provide the details of these third parties (accompanying persons) if they have consented to the information being provided. The user's first name, surname and date of birth are noted on each admission ticket. Only tickets that have been personalised and thus activated for a specific user in accordance with the above provisions can be printed out and are valid. The Purchaser must personalise and activate the tickets by no later than two calendar days before the performance in question; after this deadline has expired, personalisation and activation of the tickets will no longer be possible. No compensation will be issued for tickets that are not personalised on time (7.1.). Personalised tickets can only be transferred and allocated to another user by the BF ticket office, in accordance with section 7.2.

6.5. Online instant purchase tickets must be presented in paper form at the entrance; online instant purchase tickets that are only presented electronically (e.g., on a smart phone or similar) are not sufficient and cannot be accepted for technical reasons.

6.6. On request, the user/visitor in question must prove that his or her identity matches the personalisation carried out (6.4.) by showing a valid official photo ID. Further requirements during entry controls (11.3.) remain unaffected.

6.7. Once the ticket is able to be called up under "Meine Festspiele"/"My Festival", all of BF's obligations with regard to the online instant purchase are fulfilled.

6.8. The date, time and performance must be checked after receipt to ensure that they match the invoice. Any errors compared to the order must be reported to BF immediately

(ticket@bayreuther-festspiele.de; postal address: Bayreuther Festspiele GmbH, Kartenbüro, Festspielhügel 1-2, 95445 Bayreuth).

6.9. The Purchaser of an online instant purchase ticket is responsible for ensuring that only one printout or copy ever exists at one time of any online instant purchase ticket, in order to avoid any possible misuse. BF recommends that you store the online instant purchase tickets as carefully as you would cash or securities, in order to prevent copies from being made by unauthorised third parties and/or other misuse.

7. Returning and transferring tickets

7.1. Tickets that have already been paid for can, on principle, neither be returned nor exchanged. In certain cases, resale is subject to a prohibition of assignment (9.4.). No compensation will be given for expired tickets. This also applies in the event that tickets are not personalised and activated on time. In justified exceptional cases (e.g., deaths, etc.), BF reserves the right to refrain from excluding payments of compensation within the meaning of sentences 3 and 4 above.

7.2. Tickets that have been personalised in accordance with section 6.4 can only be transferred to another user by the BF ticket office, at the Purchaser's request. Handwritten changes to the name of the user made by the Purchaser or other third parties, and, similarly, any details that are crossed out, will invalidate the ticket. BF is entitled to charge a fee of 5.00 euros for ticket transfers.

7.3. Holders of tickets that have not been personalised or put in the name of another person in accordance with section 6.4. or been correctly transferred in accordance with section 7.2 may be denied entry by BF and not be able to attend the performance.

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

7.5. If a performance is called off mid performance, the entrance fee will only be refunded if at the time of the performance being called off no more than one act has been shown. The right to a refund expires if a claim is not asserted to BF within two weeks of the performance in question.

7.6. If a performance is cancelled before it has commenced, the tickets affected by the cancellation of the performance will be accepted for return against reimbursement of the ticket price, however, not including the fee of 4.00 euros per seat sold. The right to a refund expires if a claim is not asserted to BF within two weeks of the performance in question.

The exclusion of a refund of the fee per seat sold for the purposes of paragraph 1 above shall not apply, however, if the Bayreuth Festival has cancelled or suspended the contractual event or performance(s) for cause, or called it/them off mid-performance for cause, either in general or in specific cases due to force majeure (18.) or as a result of a business decision by BF that is due to the effects of the current COVID-19 pandemic. For the purposes of this clause, cause shall be deemed to be provided in the event that, for example, part of the staff or employees of BF are quarantined or the number of audience members is restricted to a disproportionate level by the law or an official order, or there is a need to prevent/contain an acute infection event ("superspreader event"), even in the absence of an official order.

7.7. In the case of paragraphs 7.5. and 7.6., any further claims on the part of the Purchaser or ticket holder are excluded.

8. Loss of tickets

If a visitor is not able to present or a legible printout of an online instant purchase ticket (e.g., he/she has forgotten it, it is damaged, etc.), he or she may request, at the ticket counter set up by BF, for a replacement ticket/second printout to be issued, for a fee, up to 30 minutes before the start of the performance for which the ticket is needed, provided that the ticket was already personalised and registered in the visitor's name by the Purchaser (6.4.) and the visitor is able to provide appropriate identification. A replacement ticket may only be requested once. The charge for issuance of a replacement ticket is 5.00 euros. A second printout/replacement ticket cannot be issued if personalisation and registration (6.4.) has not already been carried out (7.1. sentences 3 and 4). Regardless of this, the Purchaser has the option of logging into his personal log-in area ("Meine Festspiele"/"My Festival") at a terminal in the ticket office and printing out tickets that have already been personalised in accordance with section 6.4. free of charge.

9. Further sale and passing on of tickets

9.1. BF is financially supported by the Federal Government Commissioner for Culture and the Media, by the Free State of Bavaria, by the city of Bayreuth, by Gesellschaft der Freunde von Bayreuth e.V., and by the district of Upper Franconia. It feels obligated to a balanced and appropriate pricing policy and is committed to maintaining and enforcing a socially minded price structure and fair distribution. BF tries to do justice to this by selling the available tickets to the end user him or herself and not through commercial ticket dealers or so-called ticket offices/exchanges and by not charging the maximum price achievable on the market for these tickets as a result of the excess demand.

9.2. By accepting these conditions, the Purchaser declares that the tickets are being acquired for private use only.

9.3. The Purchaser may only transfer his rights and obligations under the contract concluded with BF for attendance of an event, and thus also the right to demand access to the performance(s), to a third party by way of assignment of claims if the third party takes over all rights and obligations in the contract with BF in place of the Purchaser and there is no ban on assignment within the meaning of the regulations below.

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

- a) in the event that admission tickets are sold or handed over to or purchased on behalf of a third party if this is done as part of a commercial activity and/or for gain
- b) if tickets are sold via unauthorised internet platforms, such as, in particular, eBay or unauthorised online ticket exchanges (e.g., viagogo) or within the framework of Internet auctions that are not authorised by BF; in each case, with the exception of sales by way of so-called instant sale or instant purchase at a price that does not exceed the original price of the ticket, including the ticket fee and – if incurred – any proportional share of a processing fee, plus such costs that were or are incurred by the seller due to the purchase and/or due to the resale of the ticket in this way (e.g., postage and/or, e.g., an eBay fee or similar)

- c) if tickets are sold at a price which exceeds the original price of the ticket, including the ticket fee and – if incurred – any proportional share of a processing fee, plus such costs that were or are incurred by the seller due to the purchase and/or the resale of the ticket
- d) if tickets are sold in order to make a profit or tickets are purchased on behalf of a third party in order to make a profit from this brokerage activity, where the intention to make a profit, for these purposes, means the intention to sell at a price that exceeds the original price of the ticket. including the ticket fee and – if incurred – any proportional share of a processing fee, plus such costs that were or are incurred by the seller due to the purchase and/or the resale of the ticket
- e) if 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) if tickets are sold without reference to these Terms and Conditions

9.5. The resale or passing on of tickets in adherence with the provisions mentioned in section 9.4. b) – f) remains unaffected.

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

9.7. BF may refuse to issue and send tickets to persons who have violated the above provisions in sections 9.2. to 9.4. or who have attempted to make a resale that would violate the above regulations in sections 9.2. to 9.4. The same applies to people who deal in tickets commercially or for gain without the prior written consent of BF or who have sold or attempted to sell tickets from a previous festival season in violation of the applicable regulations regarding resale and passing on of tickets, or who make such tickets available to such persons. In these cases, BF shall also be entitled to refuse to transfer tickets in accordance with 9.6., 7.2.; this applies regardless of who is seeking the transfer. Tickets already offered and/or made available to the Purchaser for printing out may be demanded back by BF and/or declared ineffective (electronically barred via the barcode) in the event of a violation of the above regulations in sections 9.2. to 9.4. This also applies in cases of a right of refusal within the meaning of the previous sentence, sentence 2. This also applies in cases of attempted sale in violation of the above regulations in sections 10.2. to 10.4.

9.8. Holders of barred tickets may be denied access by BF and not be able to attend the performance.

9.9. BF is not liable for the validity of tickets from other ticket providers or for the latter's services or prices.

10. Other legal notices

10.1. BF points out the link to the EU Commission's online platform for out-of-court online dispute resolution (the so-called "ODR platform") <http://ec.europa.eu/consumers/odr/>, which is placed on BF's homepage.

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

10.3. Bayreuther Festspiele GmbH is not legally obliged to take part in any dispute settlement procedure before a consumer arbitration board. It is also not prepared to do so.

10.4. According to section 312g paragraph 2 clause 1 no. 9 of the German Civil Code, the Purchaser is not entitled to a right of revocation. He cannot revoke his declaration of intent.

11. Start times, admission and admission checks

11.1. Only the publications officially issued by BF, the website operated by BF (www.bayreuther-festspiele.de) and the tickets themselves contain binding details (date and start times) relating to the performances. Last-minute changes such as would postpone the start of the performance to later on the same day remain reserved. BF takes no responsibility for statements made in other publications.

11.2. For safety reasons and out of consideration for the participating artists and other visitors, once the performance has started, visitors may only be admitted into the auditorium during an official break. Due to applicable security requirements, delays may occur during checks upon admission to the Festival Theatre, and there may be longer waiting times at the cloakroom and/or cloakroom deposit facilities in front of the Festival Theatre. The visitor him/herself must be sure to leave sufficient time for this in advance. Delays caused as a result will not entitle the visitor to enter the auditorium after the performance has started.

11.3. Visitors will only be admitted to the performance or concert if they can show the following documents (all apply) during the admission checks:

- Proof of a negative SARS-CoV-2 test result, issued by an officially approved or recognised test station on the day of the event;
- a personalised admission ticket; **and**
- a photo identity document.

Proof of a negative SARS-CoV-2 test result is not necessary for persons who have evidence of having been vaccinated – in this case, this applies as of the 15th day following their final vaccination – or of having recovered from having had the virus (where applicable, with vaccination after 6 months). Proof of vaccination or recovery must be provided by the visitor in question.

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

If particular information or a specific declaration, e.g., whether the ticket holder was recently in a SARS-CoV-2 risk area (as per the binding current guidelines of the Robert Koch Institute ("RKI")), is required for an important reason, e.g., due to officially prescribed protective and hygiene measures, in order to gain access to the performance or concert, the holder of the ticket is obliged to immediately communicate or present this information or these declarations, respectively, to BF upon request, in accordance with the currently applicable data protection regulations.

If the user of the ticket does not meet the relevant requirements, BF may refuse entry to the event. In this case, the Purchaser and BF can withdraw from the contract for the ticket concerned for the event in question. In this case, the Purchaser will be reimbursed the price paid for the ticket.

11.4. BF is entitled to refuse admission to the venue or to eject persons from the venue for cause, e.g., in the case of obvious symptoms of illness. This also applies in the event that the

holder of a ticket violates mandatory provisions of the protective and hygiene concept. Reimbursement of the purchase price is excluded in these cases.

11.5. BF reserves the right to check admissions, in deviation from the above section 11.3., by means of a so-called security or entry wristband that is put on the visitor's wrist during the first admission checks.

12. Householder's rights and restrictions on taking in objects on one's person

12.1. BF exercises householder's rights in the Bayreuth Festival Theatre. It is entitled to eject people from the establishment and declare house bans, or take other suitable measures, within the scope of these householder's rights. In particular, visitors may be expelled from performances if they disturb the performance or annoy other visitors, or if they have in any other significant way, or repeatedly, violated the terms of use. Entry may be refused if there is a reasonable suspicion that the visitor will disrupt the performance or bother other visitors. No refund of the ticket price will be given in such cases.

12.2. The visitor is only allowed to sit in the seat shown on his or her ticket or assigned to him/her by the admission staff. If he/she sits in a seat for which he/she does not have a valid ticket or which has not been assigned to him/her, BF may eject the visitor from the seat or expel him/her from the performance.

12.3. Private offering or reselling tickets on the premises and grounds of the Bayreuth Festival Hall is prohibited.

12.4. Mobile phones, pagers and any kinds of transmitter of acoustic signals may only be taken into the auditorium if they are switched off.

12.5. Taking food and drinks into the auditorium and consuming them there is not permitted.

12.6. For reasons of animal protection and space, guide dogs or other pets with analogous functions may not be taken into the auditorium. If notified in advance of persons affected by this, BF will have admission staff ready to guide people and assign them their seats.

12.7. For safety reasons, it is prohibited to take bulky or dangerous objects – regardless of their size – or seat cushions into the Festival Theatre. Handbags are allowed up to a maximum size of 18cm x 26cm x 6cm. In the event of official safety requirements that deviate from these Terms and Conditions, the former shall have priority.

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

12a. Special provisions for the pandemic

12a.1. The Bayreuth Festival will observe and implement all legal, regulatory and official requirements related to the current SARS-CoV-2 pandemic (hereinafter also referred to as the coronavirus or the coronavirus pandemic) that are applicable at the time in question. The measures taken in each case are binding for the Purchaser and the users of the tickets named by him and supplement the provisions below. They take precedence over the conditions below insofar as these requirements go further than the provisions below.

12a.2. In order to protect the health of BF employees as well as other participants in and visitors to the Bayreuth Festival, BF is entitled, at its own discretion, and regardless of the applicable statutory, regulatory or official requirements, to put in place hygiene standards along with relevant rules of conduct, such as, in particular, the requirement to wear a face covering or mask, including a requirement for a specific type of mask (e.g., an FFP2 mask) – this is both in the entrance and outdoor areas of the event location and during the performance or concert itself – to observe social distancing and adhere to travel routes (one-way regulations), or to use disinfectants, as well as related protective measures, for any time spent in the Festival Theatre and its ancillary buildings. The user of the tickets shall be obliged to observe such standards, rules and measures. This also applies, in particular, if these regulations go beyond the applicable statutory, regulatory and official requirements related to the current SARS-CoV-2 pandemic.

12a.3. Special provisions apply to both the personalisation (6.) of tickets and admission (11.).

12a.4. The ticket purchaser recognises, both on behalf of himself and the persons to whom he gives tickets for use, that BF is entitled to assign the holder of the tickets different seats in the same or a higher category for cause, e.g., due to specified protective or hygiene measures for the purposes of combating the coronavirus pandemic or requirements to comply with rules on space for distancing; in this case there is no entitlement to compensation.

12a.5. In order to protect the health of BF employees and other participants and visitors to the Bayreuth Festival, the user is also obliged to take a SARS-CoV-2 antigen test at an officially approved or recognised test station **on the day of the event** at his or her own expense, insofar as costs are incurred. The results must show that the test was carried out on the day of the event. The report of findings from the test station must be specific to the person who was tested, showing at least the first name or surname and date of birth. In the case of a negative test result, this report of findings serves as evidence of that negative test result during the admission checks for the performance or concert. Reports of findings from other test stations or laboratories or other test results (such as tests performed by a layman or self-tests) will not be accepted during the admission checks. Exemptions are made to this obligation to show a negative test in accordance with sentence 1 for those who have evidence of having been vaccinated, as of the 15th day after their final vaccination, or those who have evidence of having recovered from having had the virus (if applicable with vaccination after 6 months). Proof of vaccination or recovery must be provided by the visitor in question.

12a.5. In the event of a positive SARS-CoV-2 test result, the ticket holder is obliged not to appear at the event and to isolate him/herself immediately and contact the public health authority responsible for him. Whether the test stations take any measures, and, if so, what these will be, is the responsibility of the test stations.

12a.6. The user of the ticket in question acknowledges that additional regulations, provisions and requirements may apply for cause, in particular, due to official instructions or orders in connection with access to the event area or being present in it. He will be informed of these and must observe these as of the point at which they are announced. Ticket users are subject to the instructions of BF staff with regard to the protective and hygiene concept. If a ticket user violates the above-mentioned protective and hygiene concept, that ticket user shall be obliged to leave the event immediately on the instructions of BF staff. In this case, the purchase price for the ticket will not be refunded.

12a.7. Neither the ticket Purchaser nor the user of that ticket is entitled to have specific hygiene, testing or safety measures, or those provided for in these Terms and Conditions, implemented.

12a.8. The coronavirus-related provisions regulated elsewhere in these Terms and Conditions remain unaffected.

12a.9. The Bayreuth Festival's hygiene and safety concept is intended to reduce the risk visitors and third parties have of being infected with the SARS-CoV-2 virus to an acceptable level. However, the risk of being infected with SARS-CoV-2 in connection with attending the performances or concerts cannot be completely ruled out. The ticket Purchaser and the user of the ticket are aware of this risk. BF's liability for any injury to the life, body or health of a concert visitor as a result of an infection with SARS-CoV-2 in connection with the event, despite the implementation of the hygiene concept, is therefore excluded; this does not apply to damage caused by wilful or negligent acts or omissions.

13. Prohibition of image and sound recordings

The production of image or sound recordings of any kind in the auditorium is prohibited – not least for copyright reasons. Violations may lead to claims for damages or entail measures in accordance with section 12.1.

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

14.1. In the event that an audiovisual recording is made of a performance, the spectator may be visible in the picture as a part of the audience. Mirror images are also possible, depending on the particular scenes. The audience member consents unconditionally to the exploitation of these recordings without any restriction as to content, term or territory. The affected audience member shall not be due any claims in this regard, including claims to any kind of remuneration.

14.2. By purchasing a ticket or by attending a performance, the visitor furthermore consents to BF or third parties commissioned or authorised by BF producing, reproducing and exploiting audiovisual recordings and/or photographs in which the visitor is able to be identified as a visitor to the performance, with no restriction as to content, term or territory. The affected audience member shall not be due any claims in this regard, including claims to any kind of remuneration.

14.3. The ticket Purchaser and the visitor to any particular performance are aware that photographs and audiovisual recordings may be made by other visitors, both in the Festival Theatre and on the festival grounds, in which the visitor is able to be identified as a visitor to the performance. BF is not liable for such recordings; this applies, in particular, in the event that these recordings are made publicly accessible on the Internet (e.g., on social media platforms such as Facebook and the like). The regulation in section 13, as well as any rights of the visitor concerned against the third party who made these recordings and/or who made them publicly accessible, remain unaffected.

15. Liability

BF, its legal representatives and vicarious agents shall only be liable for damage caused by visitors on the premises or on the grounds of the Bayreuth Festival Theatre in the event of wilful intent or gross negligence. This limitation of liability does not apply to claims arising from injury to life, body or health.

16. Data protection provisions

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

16.2. In the event of a binding order for a ticket (5.7.), the personal data of the Purchaser will be processed on the legal basis of Art. 6 para. 1 b) GDPR (conclusion of contract) and used in accordance with the above regulation. The rights of the Purchaser as a data subject and other information on data protection according to Art. 13 GDPR can be found at <https://bayreuther-festspiele.de/kontakt/datenschutzerklaerung/>.

16.3. BF also makes use of services of other companies and/or individuals in connection with the execution and processing of the order or contract as well as of the newsletter (section 17) – provided this has been signed up for (e.g., sending letters or emails, processing payments by credit card or the Sofortüberweisung instant payment service, etc.). These service providers have access to personal information and data of the Purchaser, insofar as this is required to fulfil the relevant tasks at hand. However, they are not permitted to use this information and data for other purposes. These service providers are also obliged to comply with these data protection provisions as well as the relevant data protection laws, and, insofar they process personal data on BF's behalf according to instructions, corresponding data processing contracts according to Art. 28 GDPR are also concluded. In addition, the Purchaser's personal data, including the personal order data, will be disclosed by BF if BF is required to do so by law or if such disclosure is necessary in order to adhere to BF's Terms and Conditions of Business and Use or other agreements between the Purchaser and BF, or to uphold rights of BF and/or the Purchaser. This includes exchanging data with such companies or persons with whom BF works in order to avert or punish data misuse, fraud, breaches of contract, or the like. Otherwise, no data will not be passed on to third parties for commercial use in any way that contradicts this Privacy Policy or the applicable data protection laws.

17. Newsletter

By signing up for the Bayreuth Festival newsletter, the Purchaser consents to BF using the personal data he has disclosed, in particular, the email address provided, as well as his personal order data, in order to provide the Purchaser with both general and personalised advertising and/or to present or offer special offers and/or services; this includes offers and services from BF in collaboration with third parties (e.g., sponsors). If the Purchaser does not wish (or no longer wishes) to receive such advertising or be presented with such offers or services, he may refuse or revoke his consent at any time. To do so, it is sufficient to send a message in text form to the contact details mentioned in the newsletter (e.g., an email, fax, letter). It is also possible to unsubscribe from the newsletter at any time using the link contained at the end of each email.

18. Force majeure

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

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

18.3. Force majeure is presumed to exist in the case of the following events: war (declared or undeclared), hostilities, attacks, acts of foreign enemies, extensive military mobilisation; civil war, riots, rebellion and revolution, military or other seizure of power, insurrection, acts of terrorism, sabotage or piracy; currency and trade restrictions, embargo, sanctions; lawful or unlawful official acts, compliance with laws or government orders, expropriation, confiscation of works, requisition, nationalisation; plague, epidemic, pandemic, natural disaster or extreme natural event; explosions, fire, destruction of equipment, prolonged breakdown or suspension of means of transport, telecommunications, information systems or energy; general industrial unrest, such as boycotts, strikes and lockouts, go-slow strikes, occupation of factories and buildings.

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

19. Severance clause

Should any provisions of these Terms and Conditions of Business and Use be or become invalid, in whole or in part, this shall not affect the validity of the remaining provisions. Any invalid clause or partial clause is to be replaced by a provision that comes as close as possible to the ineffective provision.

Effective: 01/07/2021

signed:

Prof. Katharina Wagner, Ulrich Jagels
Managing Director, Bayreuther Festspiele GmbH