

General Terms and Conditions

for Online Orders and Written Orders

Terms and Conditions of Business and Use of Bayreuther Festspiele GmbH for Online Orders and Written Orders as well as for the Performances of the Richard Wagner Festival 2023

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1. Scope

1.1. These General Terms and Conditions (GTC) govern the legal relationship between Bayreuther Festspiele GmbH (hereinafter: "BF") and the ticket purchaser (hereinafter also: the "Purchaser" or "Customer") and the visitors to the performances of the Richard Wagner Festival 2023.

1.2. By ordering tickets for the Bayreuther Festspiele, the Customer acknowledges these "Terms and Conditions of Business and Use for the Bayreuther Festspiele 2023 (Version for Online Orders and Written Orders)" as binding for himself/herself and all visitors to the performances who receive tickets from him/her for personal use on the basis of his/her ticket order. Once a contract to attend an event has been concluded and one or more admission tickets have been purchased, these conditions will be deemed to have been agreed to.

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

2. Entrance fees and charges

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

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

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

2.3 Concessions are not granted.

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

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

2a.1. The performances of the 2023 new opera production "Parsifal", with staging by Jay Scheib, will feature the use of Extended Reality (xR) technologies. The 3D effects created by this, which are additional digital elements that merge with the stage set and enhance the overall visual impression through this illusion, are only visible to those audience members who wear special "augmented reality" (AR) glasses during the performance. For all other visitors, it will be a conventional opera production.

2a.2. The use of xR technologies in the Parsifal performances is of an experimental nature. For each performance of the opera production "Parsifal", 330 seats are available that are equipped with AR glasses. For technical reasons, tickets for these seats can only be ordered in the price categories marked with the suffix "-AR" in the price list. This applies to the seats in the 1st row in the box, gallery and balcony as well as to seats in the last rows of the orchestra stalls.

2a.3. The ticket price shown for the "-AR" categories in the price list includes the provision of the AR glasses and the associated technical support.

2a.4. Purchasing an admission ticket in one of the price categories ending in "-AR" does not result in the Purchaser acquiring ownership of the AR glasses. The purchase of such a ticket only allows the use of AR glasses during the performance.

2a.5. The spectator will receive a technical briefing on the day of the performance and will find his/her AR glasses ready for use at his/her seat, permanently connected to the seat by means of the data transmission cable. They will remain at the seat during the breaks and after the end of the performance as well.

2a.6. The AR glasses, which are similar to sports sunglasses, are not compatible with normal glasses. For short-sighted spectators with visual aids, special lenses can be inserted into the AR glasses on request, if the dioptric strength is specified. The ticket Purchaser is informed about this procedure in advance of his/her visit to the festival by means of a flyer and/or a video on the website.

2a.7. In the event that the AR glasses cannot be used due to a technical defect or in the event of significant malfunctions, the visitor will be reimbursed the difference between the paid ticket price and the ticket price of the corresponding price category without the use of AR glasses.

3. Transmission of invoices and terms of payment

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

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

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

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

Additionally for online orders (5.):

- Direct payment via credit card: VISA, MasterCard and American Express
- Payment via Klarna.
- Payment via PayPal

4. General terms and conditions for orders

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

4.2. For the Bayreuther Festspiele 2023, a portion of the tickets for orders will be allocated taking into account the factual criteria mentioned under 4.8 – in particular, previous waiting times – and another portion will be allocated independently of the aforementioned criteria on the basis of the "first come, first served" principle, so-called instant-purchase online tickets. The purchase of the latter is governed by the general terms and conditions for instant-purchase online tickets.

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

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

4.5. The processing of ticket orders for the Bayreuther Festspiele 2023 begins in February 2023. Orders must be placed so as to have been received on the BF server (5.) or be available in writing (6.) by **31 January 2023** at the latest.

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

4.7. The Performances of the Der Ring des Nibelungen tetralogy, consisting of the individual works Das Rheingold, Die Walküre, Siegfried and Götterdämmerung, can only be ordered together for the entire cycle. Irrespective of sentence 1 above, BF reserves the right to also sell tickets for the individual works in the tetralogy individually.

4.8. Any orders received will be processed independently of the sequence in which they were received. Ticket orders will be processed taking into account, in particular, previous waiting times and demand for the individual performances (new production, day of the week, distribution of seats [request for adjacent seats only] and price category). The ticket orders from previous years that preceded the ticket order in 2023 and which were not taken into account due to excess demand shall be counted as waiting time.

4.9. [Not applicable]

4.10. Each Customer can order and purchase a maximum of 18 tickets in total. For each work in the Bayreuther Festspiele 2023, a **maximum of 6** tickets can be ordered for a performance; however, in the gallery, a maximum of **2 tickets** applies. Orders for multiple performances of the same work will not be taken into account.

4.11. If, after taking into account the waiting times in accordance with Section 4.8., the number of tickets ordered cannot be covered within the framework of the available price categories, the release of tickets for the performance in question may be limited per order beyond the limitation in accordance with 4.10. If alternative seats in another price category are available, BF reserves the right to offer these.

4.12 Up to 6 wheelchair places (price category C4R) and one seat for the accompanying person (price category C6RB), in each case, are available in each performance, and these can only be sold together. If the accompanying person is demonstrably required, the ticket is free of charge for the accompanying person.

Furthermore, up to 20 end seats (B2 and B3) are available at each performance for visitors with limited mobility or a similar condition. Level access is only guaranteed in price categories A1, B1, B2 and B3. These seats are not offered as part of the online instant purchase programme.

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

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

5. Online orders (standard orders)

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

5.2. By confirming completion of the order process by clicking on the "Order now" button, the ticket Purchaser transmits his/her ticket requests for the Bayreuther Festspiele 2023 to BF (request to receive an offer). Insofar as the Customer's wishes, including his/her alternative wishes, can be fulfilled in full or in part by BF, the Customer will receive an invoice in accordance with Section 3.1., i.e., through provision in his/her personal log-in area ("My Festival").

5.3. The invoice from BF also constitutes an offer to conclude a binding contract for attendance of the event. Payment of the invoice sum within a **deadline of three weeks** from the invoice date, which shall also be the deadline to accept the offer, will be regarded as binding acceptance of this offer. If the Customer declares that the invoice amount should be offset against a credit balance arising from the 2020 festival season, this shall be equivalent to payment of the invoice within the meaning of the above sentence 2; such a declaration can be submitted in the Customer's personal login area ("My Festival") following receipt of the invoice. The credit for the invoice amount must be received by BF by the payment deadline (value date) by means of the payment methods provided. The same applies to receipt of declarations to offset the amount against existing credit. If the payment or declaration is not received in time, the admission tickets offered may be assigned to someone else. In this case, the Customer shall not be entitled to receive the previously offered and invoiced tickets or to be allocated other tickets. Claims for damages on the part of the Customer are excluded in all cases.

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

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

5.6. The online ordering process as such, as well as the specific ticket ordering procedure itself, can be suspended by BF at any time or cancelled entirely if it is no longer possible to carry out the order process in a proper or lawful manner. This includes, in particular, cases involving technical difficulties (hardware and software errors, computer viruses, server problems, etc.), external tampering or attempts at tampering, and/or a lack of legal prerequisites.

5.7. BF draws attention to the link to the online platform of the EU Commission for the extrajudicial online settlement of disputes ("OS Platform") <http://ec.europa.eu/consumers/odr/>, which is posted on BF's homepage.

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

6. Written orders

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

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

6.3. Upon submitting a written order that is received by the BF ticket office, the Purchaser transmits his/her ticket wishes for the Bayreuther Festspiele 2023 to BF (request to receive an offer). If BF can fulfil the Customer's request either in whole or in part, including the requested alternatives, the Customer will receive an invoice in accordance with Section 3.1.

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

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

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

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

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

7.4. If the Customer chose postal delivery when ordering the tickets, the tickets can be personalised by the Customer in the Customer's personal log-in area ("My Festival") at www.bayreuther-festspiele.de once payment has been made in full by specifying the user in question. Only tickets personalised in the name of the specific user will be valid and sent by post. If the Customer does not have a personal login area, he/she can also personalise tickets offline using a corresponding form, which will be sent to the Customer together with the invoice – insofar as he/she has chosen to have the tickets sent by post and it is possible to make him/her an offer for purchasing admission tickets – and which he/she must return to the address specified in 6.1. The **personalisation** of the tickets by the Customer must take place **no later than 7 calendar days before the performance** in the case of **online personalisation** in accordance with the above sentence 1, and, in the case of **offline personalisation** in accordance with the above sentence 2, **no later than 30/06/2023 (receipt of the form by BF)**; once this deadline has passed, personalisation and postal dispatch of the tickets is no longer possible. The regulations under 7.3. sentences 4 and 5 apply accordingly.

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

8. Returning and transferring tickets

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

8.2. Admission tickets personalised in accordance with Section 7.3 or 7.4. can only be transferred to another user by the BF ticket office at the request of the Customer. Handwritten changes to the user's name by the Customer or other third parties or any associated deletions will render the ticket invalid. BF is entitled to charge a fee of EUR 5.00 for the transfer.

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

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

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

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

8.6. If a performance is cancelled before it has started, the tickets affected by cancellation of the performance can be returned and the ticket price refunded in exchange; however, the refund will not include the fee of EUR 6.00 per seat sold (4 x EUR 6.00 per admission ticket for *Der Ring des Nibelungen*) nor any processing fee and/or fee for dispatch by post, if incurred. The right to a refund will expire if the claim is not asserted to BF within two weeks of the performance in question in writing (at least electronic form). A refund of the fee per seat sold within the meaning of paragraph 1 above will not be excluded, however, if the Bayreuther Festspiele in general or specific contractual performances are cancelled, suspended or abandoned for good cause based on a business decision taken by BF which has resulted from the effects of the ongoing COVID-19 pandemic. For these purposes, good cause shall be deemed to be provided in the event of, for example, quarantine affecting a part of the workforce or employees of BF, the legal or official restriction of the number of spectators to a disproportionate extent, or the prevention/containment of an acute infection event ("Superspreader Event") even without an official order.

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

9. Ticket loss

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

9.2. In the case of tickets ordered as part of the standard procedure, if two visitors present tickets for the same seat in a performance, the person to whom the ticket has been personalised will always have priority over the holder of the other ticket. In the case of tickets sent by post, if both the original ticket and a replacement ticket for the same seat have been presented by different visitors, the holder of the original ticket will always take priority over the holder of the replacement ticket. In both cases, the other ticket will not entitle the holder to allocation of another seat or a refund of the purchase price. In justified exceptional cases, BF can declare and/or recognise reverse prioritisation. In each case, the affected ticket holder shall neither be entitled to recognition of such an exceptional case nor shall have any claims against BF due to the recognition of such an exceptional case contrary to the general rule.

10. Resale and transfer of admission tickets

10.1. BF is sponsored by the delegates of the German Federal Government for Culture and Media, the Free State of Bavaria, the City of Bayreuth, the Society of Friends of Bayreuth and the District of Upper Franconia. They are committed to a balanced and appropriate pricing policy and strive to maintain or enforce a socially viable price structure and fair distribution.

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

10.3 The Customer and Purchaser can only transfer his/her rights and obligations under the contract concluded with BF for attendance of an event (4.13.), and thus also the right to demand admission to the performance(s), to a third party by way of assignment of claims by the third party entering into the contract with BF in the place of the Purchaser, assuming all rights and obligations, and there is no prohibition of assignment within the meaning of the following provisions.

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

- a) In the event of the sale or transfer of admission tickets or the procurement of admission tickets for third parties if this occurs within the framework of commercial activities and/or for gain
- b) If tickets are sold via unauthorised internet platforms, such as, e.g., in particular, eBay or unauthorised online ticket exchanges (e.g., viagogo), or in the context of internet auctions not authorised by BF, in each case with the exception of sale by way of a so-called instant sale or instant purchase at a price that does not exceed the original price of the admission ticket, including the ticket fee and – if incurred – the attributable handling fee, plus such costs that have been or will be incurred by the seller as a result of the purchase and/or the resale of the ticket in this way (e.g., postage and/or, e.g., eBay fee or similar)
- c) In the event of sale of tickets at a price which is higher than the original price of the tickets, including the ticket fee and – if incurred – the attributable handling fee, plus such costs that have been or will be incurred by the seller as a result of the purchase or resale of the tickets
- d) In the event of sale of tickets to make a profit or the act of procuring admission tickets in the name of a third party in order to make a profit by acting as a broker; in this respect, the aim of making a profit applies to the intention to sell the ticket at a price which exceeds the original price of the ticket, including the ticket fee and – if incurred – the attributable handling fee plus such costs that have been or will be incurred by the seller as a result of the purchase or resale of the tickets
- e) In the event of the transfer and/or sale of admission tickets for the purposes of advertising or marketing, as a bonus, promotional gift or prize/winning, or as part of a hospitality or travel package not authorised by the organiser
- f) In the event that the admission tickets are sold without reference to these General Terms and Conditions

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

10.6 Admission tickets that are resold and transferred after personalisation (7.3., 7.4.) must always be made out to the new user in accordance with Section 8.2., notwithstanding the above provisions in Sections 10.3. and 10.5.

10.7 BF may refuse to issue and send admission tickets to persons who have violated the above regulations in Sections 10.2. to 10.4. or who have attempted to resell tickets in violation of the

above regulations in Sections 10.2. to 10.4. The same applies to people who deal in tickets commercially or for gain without the prior written consent of BF or who have sold or attempted to sell tickets from a previous festival season in violation of the applicable regulations regarding resale and passing on of tickets, or who make such tickets available to such persons. In these cases, BF will also be entitled to refuse any amendments to details on tickets in accordance with 10.6.; this applies regardless of who is requesting the transfer of the ticket. Admission tickets already offered and/or made available to the Customer for printing or sent to the Customer may be reclaimed and/or declared invalid (electronic blocking via the barcode) by BF in the event of a violation of the above regulations in Sections 10.2. to 10.4. This also applies in the case of attempts to sell tickets in violation of the above regulations in Sections 10.2. to 10.4. 10.8. Holders of blocked tickets may be denied entry and prevented from attending the performance by BF.

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

11. Starting times, admission and admission check

11.1. Only publications officially issued by BF, the website operated by BF (www.bayreuther-festspiele.de) and the admission tickets themselves contain authoritative information (date and starting times) about the performances. The right is reserved to make changes at short notice so as to postpone the start of the performance on the same day. BF takes no responsibility for the information in other publications. 11.2. For safety reasons and out of consideration for the participating artists as well as the other visitors, once the performance has started, visitors may only be admitted to the auditorium during an official break. Due to ongoing security requirements, there may be delays during admission checks to the Festspielhaus as well as longer waiting times at the cloakroom and/or cloakroom deposit points in front of the Festspielhaus. Visitors are responsible for ensuring they arrive with sufficient time in advance. Delays caused as a result will not entitle visitors to enter the auditorium after the performance has started.

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

11.4 Irrespective of the access requirements under 11.3, visitors must present the following documents:

- Personalised admission ticket **and**
- Personal ID or passport.

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

11.5. If, for good cause, e.g., due to officially prescribed protective and hygiene measures, certain information, e.g., the ticket holder has recently stayed in a risk area for the SARS-CoV-2 pandemic (in accordance with the current binding specifications of the Robert Koch Institute ("RKI")), is required for admission to the performance or concert, the ticket holder is obliged to provide this information to BF immediately upon request in accordance with the applicable data protection regulations. If the admission ticket's user does not meet the corresponding requirements, BF may refuse admission to

the event. In this case, the ticket Purchaser and BF may withdraw from the contract for the ticket concerned for the event in question. In this case, the Purchaser will be refunded the price paid for the admission ticket.

11.5 For good cause, e.g., in the case of obvious symptoms of illness, BF is entitled to refuse admission to the venue or to expel persons from the venue. This also applies if an admission ticket holder violates mandatory provisions of the protection and hygiene concept. There will be no refund of the purchase price in these cases.

12. Householder's rights and restrictions on bringing objects

12.1 BF exercises its rights as the householder and proprietor in the Festspielhaus Bayreuth. It is entitled to issue expulsions and bans from the site as well as other suitable measures as part of its power to enforce house rules. In particular, visitors can be expelled from performances if they cause disturbance, bother other guests or, in any other serious manner or repeatedly, break the house rules or any conditions of use related to the event. Admission may be refused if there is a reasonable suspicion that the visitor will disrupt the performance or bother other visitors. There will be no refund of the purchase price in these cases.

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

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

12.4. Mobile phones, pagers and acoustic signalling devices of all kinds may only be taken into the auditorium if they are turned off.

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

12.6. For reasons of animal welfare and space, guide dogs or other pets with corresponding functions cannot be taken into the auditorium. If notified in advance, BF will have admission personnel ready to guide persons affected by this and assign them their seats.

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

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

12a. Pandemic-related special provisions

12a.1. BF intends to have the hall fully occupied. BF is entitled to withdraw from the contract for attendance of an event (4.13.) that is concluded in accordance with these Terms and Conditions of Business and Use if the hall may not be 100% occupied due to statutory, regulatory or official provisions. (Right of withdrawal in accordance with § 346 para. 1 of the German Civil Code (BGB)). Withdrawal can be declared until **23/06/2023**. In the event of withdrawal in accordance with sentence 2 above, claims for damages of the ticket Purchaser and persons who have received tickets for personal use from the ticket Purchaser based on the ticket order are excluded. This limitation of liability does not apply for claims based on injury to life, limb or health.

12a.2. The Bayreuther Festspiele will observe and implement all legal, regulatory and official requirements in connection with the current

SARS-CoV-2 pandemic (also referred to as: the Coronavirus or the Coronavirus pandemic).

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

These will take precedence over the following provisions insofar as these requirements go beyond the following provisions.

12a.3. In order to protect the health of the employees of BF and of other participants and visitors to the Bayreuther Festspiele, BF shall be entitled, at its reasonable discretion and irrespective of any applicable statutory, regulatory or official requirements, to impose hygiene standards and rules of conduct in this regard, such as, in particular, the wearing of a face mask, including requirements with respect to the mask (e.g., FFP2) – and both in the entrance and outside areas of the venue and during the performance or concert itself – maintaining distance and adhering to walking routes (one-way rules), or the use of disinfectants, as well as protective measures in this respect for the visit to the Festspielhaus and its adjoining buildings, which the ticket user is obliged to comply with.

12a.4. Special provisions apply to both the personalisation (7.1.) of the admission tickets and in connection with admission (11.).

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

12a.6. [not applicable]

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

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

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

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

13. Prohibition on taking visual and audio recordings

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

14. Audiovisual recordings and photographs by BF or third parties

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

14.2. Upon acquisition of an admission ticket or by attending a performance, the visitor furthermore declares his/her consent to BF, or any third parties commissioned or authorised by it, making audiovisual recordings and/or photographic recordings in which the visitor can be recognised as a visitor to the performance, distributing these, and using them in a manner which is unlimited with respect to content, term and territory. This will not give rise to any claims – including claims for remuneration – on the part of the spectator concerned.

14.3. The ticket Purchaser and the visitor of a performance are aware that, both in the Festspielhaus and on the festival grounds, photographs and audio-visual recordings may be made by other visitors which could render the visitor recognisable as a visitor of the performance. BF assumes no liability for recordings of this kind; this applies, in particular, in the event that recordings are made publicly accessible online (e.g., social media platforms such as Facebook and the like). The regulation in Section 13. as well as any rights of the affected visitor against the third party which created the recording and/or made it publicly accessible will remain unaffected.

15. Liability

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

16. Privacy Policy

16.1. The personal order data will be collected, processed, stored and used – without prejudice to BF's Privacy Policy (available at: <https://ticketshop.bayreuther-festspiele.de/de/datenschutz>) – in compliance with data protection law to the extent necessary to initiate and execute the contract and process the order.

16.2. The ticket Purchaser consents to the storage and use, as outlined in the above regulation, of their personal data at the latest upon payment of the invoice (acceptance of the offer in ac-

cordance with Sections 5.3. and 6.4.). This consent can be revoked at any time by informing BF. The ticket Purchaser's data protection rights and other information on data protection in accordance with Art. 13 GDPR can be found at <https://ticketshop.bayreuther-festspiele.de/de/daten-schutz>.

16.3. In connection with the execution and processing of the order or contract and, insofar as registration has been completed, the newsletter (Section 17.), BF will also make use of services from other companies and/or individuals (e.g., sending of letters or emails, processing payment via credit cards or instant transfer, etc.). These service providers shall have access to personal information and data of the Purchaser to the extent required to fulfil the tasks in question, but they may not use such information and data for any other purpose. These service providers are also obliged to comply with the present data protection regulations as well as the relevant data protection laws. Furthermore, the personal data of the Customer, including the personal order data, will be disclosed by BF if BF is legally obliged to do so or if such disclosure is necessary to enforce the General Terms and Conditions of Business and Use of BF or other agreements between the Customer and BF or to protect the rights of BF and/or the Customer. This includes any exchange of data with companies or persons with whom BF collaborates in order to prevent or prosecute data misuse, fraud, breaches of contract or other similar actions. Beyond this, the data will not be passed on to third parties for commercial use that is contrary to this Privacy Policy and the applicable data protection laws.

17. Newsletter

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

18. Force majeure

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

18.2. "Force majeure" means the occurrence of an event or circumstances which are beyond the reasonable control of the parties, which was/were unforeseeable 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 shall be presumed in the case of the following events: war (declared or undeclared), hostilities, attacks, acts of foreign enemies, large-scale 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, embargoes, sanctions; lawful or unlawful official acts, compliance with laws or government orders, expropriation, confiscation of

works, requisition, nationalisation; plagues, epidemics, pandemics, natural disasters or extreme natural events; explosions, fire, destruction of equipment, prolonged failure of means of transport, telecommunications, information systems or power; general industrial unrest, such as boycotts, strikes and lockouts, slowdown strikes, and occupation of factories and buildings.

18.4. In the event that holding the Bayreuther Festspiele in general and/or implementing the contractual event or performance(s) in particular becomes impossible due to events and circumstances which constitute an effect or effects of the current COVID-19 pandemic, force majeure within the meaning of the above paragraphs shall not be precluded by the fact that these events or circumstances were foreseeable or could or had to be taken into consideration as possible at the time of conclusion of the contract. In this case, neither contractual party may claim that these events or circumstances were not beyond the reasonable control of the parties, that they were reasonably foreseeable at the time the contract was concluded, or that their effects could reasonably have been avoided or overcome by the parties.

19. Severability clause

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

As at: 24/11/2022

Signed.

Prof. Katharina Wagner, Ulrich Jagels

Managing Directors of Bayreuther Festspiele GmbH

Publisher information

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