GENERAL TERMS AND CONDITIONS OF BAYREUTHER FESTSPIELE GMBH FOR THE ONLINE INSTANT PURCHASE of 2026 ANNIVERSARY PACKAGES ("ANNIVERSARY PACKAGES")

Terms and Conditions of Business and Use of Bayreuther Festspiele GmbH for the online instant purchase of entry tickets which form part of packages and for performances of the 2026 Richard Wagner Festival

1. Scope

- 1.1. These General Terms and Conditions of Business govern the legal relationships between Bayreuther Festspiele GmbH (hereinafter referred to as "BF") and the ticket purchaser (hereinafter referred to as the "Purchaser") and the visitors to performances of the 2026 Richard Wagner Festival.
- 1.2. By purchasing tickets for the Bayreuth Festival as part of the "Anniversary Packages", the Purchaser acknowledges these Terms and Conditions of Business and Use for the 2026 Bayreuth Festival ("Anniversary Packages" version) as being binding for both themselves and for all visitors to the performances who have received tickets from them for personal use as a result of them ticket purchase. Once a contract to attend an event has been concluded and one or more entry tickets have been purchased, agreement to these Terms and Conditions will be deemed as granted.
- 1.3. If the Purchaser (additionally) acquires one or more tickets for a third party (accompanying person) as part of Anniversary Packages, they must expressly inform the third party of the application and content of these General Terms and Conditions, as well as of the requirement to disclose information to BF in accordance with the provisions of these General Terms and Conditions. By acquiring and using this ticket, the third party or visitor who receives tickets for personal use from the Purchaser as a result of the latter's ticket order agrees to the General Terms and Conditions between them and BF.

2. Admission prices and fees

- 2.1 Tickets for a performance are assigned to different price categories. Ticket prices can be obtained from the current price list.
- 2.2. In addition to the ticket price, there is a fee of 6.00 euros per seat sold; in the case of tickets for "Der Ring des Nibelungen", the fee is 4×6.00 euros per seat.
- 2.3. A discount of 10% on the total ticket price is granted on tickets purchased as part of an Anniversary Package ("Bundle Offer"). Different terms apply to the "Last but not least" package, for which a discount of 20% on the ticket price is granted. No discount is granted on the seat fee(s) (2.2).
- 2.4. Programme booklets and other services are not included in the ticket price.
- 2.5. Tickets for the performances of the Bayreuth Festival are exempt from VAT in accordance with § 4 No. 20 a) Sentence 2 of the Value-Added Tax Act (Umsatzsteuergesetz).

3. Sending invoices and terms of payment

3.1. Invoices are exclusively provided electronically within the meaning of § 14 para. 1, Sentences 7 and 8 of the Value-Added Tax Act. Invoices shall not be submitted in paper form. Once the payment transaction has been successfully completed (5.7, 5.8.), invoices are available for viewing, downloading and printing at www.bayreuther-festspiele.de in the Purchaser's personal login area ("My Festival"). The Purchaser will be informed of the availability of the invoice via email.

- 3.2. Payments can only be made in euros.
- 3.3. The following payment methods are available:
- Direct payment via credit card: VISA, Mastercard® and American Express
- Immediate payment via PayPal
- Payment via Apple Pay and Google Pay

4. General Conditions of Purchase

- 4.1. The Purchaser must be of full legal age and have unlimited legal capacity.
- 4.2. At the 2026 Bayreuth Festival, a portion of the entry tickets will be issued for orders taking into account special, objective criteria, in particular, previous waiting times, while another portion will be issued independently of any additional criteria on a first-come, first-served basis. On the basis of the first-come, first-served principle, tickets can be purchased either as online instant-purchase tickets or in packages ("Bundles"). The purchase of tickets in packages is governed by these General Terms and Conditions for the Online Instant Purchase of Anniversary Packages. On the other hand, the purchase of online instant-purchase tickets is governed by the "General Terms and Conditions of Bayreuth Festspiele GmbH for Online Instant Purchases ("Online Instant-Purchase Tickets")". The purchase of tickets by online orders and written orders is governed by the "General Terms and Conditions for Online Orders and Written Orders".
- 4.3. Anniversary Packages (4.2) may only be purchased via the Internet <u>at www.bayreuther-festspiele.de</u> in accordance with the provisions of these General Terms and Conditions.
- 4.4. A total of up to 10 Anniversary Packages can be purchased per purchase transaction.
- 4.5. To set up a customer account through registration and verification (5.2.), which is a prerequisite for the instant online purchase of Anniversary Packages, a valid postal address and a verified email address must be provided. If a business email address is provided, the Purchaser themselves shall ensure that private use of that email address provided for business purposes is permitted for the purpose of further processing and handling of the order.
- 4.6. Online "orders" for Anniversary Packages will be processed exclusively in order of receipt (on a first-come, first-served basis).
- 4.7. Upon acceptance of the transmitted offer (5.7) and the resulting purchase of one or more Anniversary Packages, a legally binding contract for attendance of the event shall come into being between the Purchaser and BF; under the terms of that contract, the transfer of tickets is not governed by the principles of property law but by the principles of debt recovery law.
- 4.8. It is not possible to purchase wheelchair spaces or seats for accompanying persons as part of Anniversary Packages. Wheelchair spaces and seats for accompanying persons can only be requested directly from the Bayreuth Festival ticket office.

5. Online purchase of "Anniversary Packages"

- 5.1. Anniversary Packages for the 2026 festival season can only be purchased online at www.bayreuther-festspiele.de during the period from 25/07/2025 until 26/08/2025.
- 5.2. Participation in the online instant purchase of Anniversary Packages requires registration and verification of the customer account, which can be done at www.bayreuther-festspiele.de.

5.3. The Anniversary Packages, limited numbers of which are available for online instant purchase, consist of tickets for a certain number of selected performances of various works by Richard Wagner, depending on the package. Each Anniversary Package relates to one specific seat, which remains the same for all tickets in a package. Anniversary Packages are offered in different price categories for selected seats in the stalls. The price category and the specific seat are selected via a drop-down field, within the limits of the capacity still available.

5.4. The following Anniversary Packages will be offered for the 2026 festival season:

WAGNERMANIA, with tickets for:

- Das Rheingold on 04/08/2026 (Rh II)
- Die Walküre on 05/08/2026 (W II)
- Der fliegende Holländer on 06/08/2026 (H II)
- Siegfried on 07/08/2026 (S II)
- Rienzi on 08/08/2026 (Ri III)
- Götterdämmerung on 09/08/2026 (G II)
- Parsifal on 10/08/2026 (P II)

ONLY 2026, with tickets for:

- Das Rheingold on 12/08/2026 (Rh III)
- Die Walküre on 13/08/2026 (W III)
- Rienzi on 14/08/2026 (Ri IV)
- Siegfried on 15/08/2026 (S III)
- Götterdämmerung on 16/08/2026 (G III)

SHORT/MEDIUM/LONG, with tickets for:

- Der fliegende Holländer on 18/08/2026 (H III)
- Rienzi on 19/08/2026 (Ri VI)
- Parsifal on 20/08/2026 (P III)

EARLY WAGNER, with tickets for:

- Rienzi on 22/08/2026 (Ri VII)
- Der fliegende Holländer on 23/08/2026 (H IV)

LAST BUT NOT LEAST, with tickets for:

- Parsifal on 25/08/2026 (P IV)
- Rienzi on 26/08/2026 (Ri IX)

No seats involving the use of AR glasses are available for the Parsifal performances as part of these Anniversary Packages.

5.5. Purchasers can review the Anniversary Packages they have selected in their shopping baskets, including the individual performances in the package in question, the seat associated with the relevant Anniversary Package, and the individual ticket prices, as well as the total price and the relevant discount. The contents of the online shopping basket are reserved for 30 minutes, starting from the time in which the first item is placed in the shopping basket. If the transaction (including the payment process) is not successfully completed within this time period, the entire contents of the shopping basket will be deleted, and the transaction cancelled. Purchasers have the option of deleting individual packages displayed in their shopping baskets from their shopping baskets by clicking on the waste bin icon displayed on a red button. Anniversary Packages deleted from the shopping basket will be made available for sale again immediately and can only be re-added to the shopping basket if they have not been selected or purchased by another Purchaser in the meantime.

5.6. From their shopping basket (5.4.), Purchasers can either select further packages – insofar as Anniversary Packages are still available – and place them in their shopping basket, taking into account the limit on sales quantities (4.4.), or continue the order process in relation to the packages already in their shopping basket. Purchasers can do

the latter by clicking on the "Proceed to Checkout" button. The summary that is then displayed to the Purchaser contains the address data that is on file and a list of all Anniversary Packages in the shopping basket, with the individual performances included in the package in question, the seat associated with the Anniversary Package in question, the individual ticket prices, the relevant discount and applicable fees, and the total amount. Purchasers must select their desired payment method below to continue and complete the order process. The Purchaser can continue the ordering process by clicking on the "Confirm Purchase" button. The order process is completed once payment has been made.

- 5.7. By clicking on the "Confirm Order" button, Purchasers submit a binding order, with obligation to pay, to Bayreuth Festspiele GmbH, as well as a binding offer to conclude an event attendance contract under the law of obligations. The contract comes into effect upon BF's confirmation of the ordered packages, which will be displayed to the Purchaser once the payment terms have been clarified (5.8). Confirmation of the successful purchase of the tickets will also be sent to the Purchaser by email.
- 5.8. At the end of the order process, payment for the Anniversary Packages must be made in accordance with Section 3, following the instructions of the payment provider chosen by the Purchaser. The Purchaser will receive corresponding prompts after clicking the "Confirm Order" button, which completes the binding order.
- 5.9 The Purchaser is responsible for ensuring that the information they provide during the order process is correct. This applies equally to the order as such (selection of Anniversary Packages, number, seat, etc.) and to their personal information (address, email address, etc.). Any errors are the responsibility of the Purchaser.
- 5.10. BF may at any time interrupt or completely cancel the online instant purchase process relating to the Anniversary Packages itself or the specific ticket order process in question, if proper or legal execution of the order process is no longer possible. This includes, in particular, cases involving the occurrence of technical difficulties (hardware and software errors, computer viruses, server problems, etc.), external tampering or tampering attempts, and/or legal prerequisites not being met.
- 5.11. BF recommends the use of an up-to-date web browser to avoid technical problems.

6. Personalisation, activation, provision and delivery of Online Instant-Purchase Tickets

- 6.1. A separate ticket will be provided for each individual performance included in an Anniversary Package. The individual tickets will only be provided digitally. Conventional tickets in paper form cannot be issued, even on request.
- 6.2. All tickets ordered as part of an order process will be issued to the first name and surname of the Purchaser before being made available to the latter, and allow the Purchaser to be identified as such in addition to the specific user (6.4).
- 6.3. After full payment, Purchasers may access their tickets as of 30/10/2025 in their personal login area ("My Festival") at www.bayreuther-festspiele.de and print them out after personalisation (6.4.). After personalisation, the tickets will also be provided digitally as mobile tickets. Online Instant-Purchase Tickets will not be sent by either post or email.
- 6.4. The tickets provided at www.bayreuther-festspiele.de in the Purchaser's personal login area ("My Festival") must be personalised by the Purchaser before printing or before use as a mobile ticket by stating the first name and surname of the user in question. This is the responsibility of the Purchaser. Personalisation is possible as of 30/10/2025. The first name and surname of the user are specified on each ticket. Only tickets that are personalised and activated for the specific user in accordance with the aforementioned provisions are valid and can be printed out or made available as mobile tickets. Purchasers must personalise and activate the tickets no later than two calendar days before the performance in question; once this period has elapsed, ticket personalisation and activation are no longer possible. No compensation will be issued for tickets that are not personalised on time (7.1). Pursuant to Section 7.2, only BF's ticket office may amend or reassign personalised tickets.

- 6.5. Tickets must be presented at the entrance in paper form or in electronic form, e.g., on a smartphone.
- 6.6. The conformity of the personalisation (6.4) with the identity of the respective user/visitor must be proven upon request by production of a valid official photo ID. Further access requirements (11) remain unaffected.
- 6.7. The provision of the ticket under "My Festival" fulfils all of BF's obligations concerning the online instant purchase.
- 6.8. Purchasers are advised to check the date, time and presentation for conformity with the invoice upon receipt. Purchasers must immediately report any errors relating to the order to BF (<u>ticket@bayreuther-festspiele.de</u>; postal address: Bayreuther Festspiele GmbH, Kartenbüro, Festspielhügel 1–2, 95445 Bayreuth).
- 6.9. It is the responsibility of the Purchaser of any Online Instant-Purchase Ticket to ensure that only one printout is made of each ticket and that no electronic copies are created, in order to prevent potential misuse.

7. Returning and transferring tickets

- 7.1. As a rule, admission tickets already paid for can be neither returned nor exchanged. Any resale of tickets is subject to an assignment prohibition in certain cases (9.4). No replacement will be provided for expired tickets. This will also apply if tickets have not been personalised and activated in a timely manner.
- 7.2. BF's ticket office is solely entitled, upon the Purchaser's request, to transfer admission tickets personalised in accordance with Section 6.4 to another user. Handwritten changes to the user's name by the Purchaser 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 any transfer.
- 7.3. BF may prevent the access and attendance of holders of tickets that have not been personalised in accordance with Section 6.4 or that have not been amended in the correct manner in accordance with Section 7.2.
- 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 cancelled, the admission fee will only be refunded if no more than one act or scene has taken place by such time. The right to a refund expires if the claim is not asserted to BF within two weeks of the performance in question.
- 7.6. In the case of cancellation of a performance before it has begun, the tickets affected by this cancellation will be withdrawn and the admission fee will be returned (taking into account the discount); not, however, including the fee of 6.00 euros per ticket (for "Der Ring des Nibelungen", 4×6.00 euros per ticket). The right to a refund expires if the claim is not asserted to BF in writing (electronic communications shall suffice) within at least two weeks of the performance in question.

On the other hand, a refund of the fee per seat sold within the meaning of paragraph 1 above will not be excluded if the Bayreuth Festival in general or the contractual event or performance(s), in particular, are cancelled, suspended or interrupted due to force majeure (18).

7.7. In the case of Sections 7.5 and 7.6, neither Purchasers nor ticket holders may raise any further claims.

8. Loss of tickets

If the visitor does not have a printout of the ticket or if it is not legible (e.g., due to forgetting it or damage to it), they may request a one-time reprint/replacement ticket at the ticket counter set up by BF (known as the clearing office) up to 30 minutes before the start of the performance for which the ticket is required, subject to a fee. This is only

possible if the ticket has already been personalised and registered in the visitor's name by the Purchaser (6.4.) and if the visitor can provide appropriate identification. The charge for issuance of a replacement ticket is EUR 5.00. No second printout/replacement tickets can be issued (7.1, Sentences 3 and 4) if the original ticket has not been personalised and registered (6.4.). Irrespective of this, Purchasers may login into their personal login area ("My Festival") at a terminal in the ticket office and print out personalised tickets free of charge in accordance with Section 6.4.

9. Resale and passing on of tickets

- 9.1. BF is sponsored by the delegates of the German Federal Government for Culture and Media, the Free State of Bavaria, the City of Bayreuth, Gesellschaft der Freunde von Bayreuth e.V. (the Society of Friends of Bayreuth), and the District of Upper Franconia. They feel obliged to ensure a balanced and fair pricing policy and endeavour to maintain and implement a socially viable pricing structure as well as fair distribution. BF endeavours to honour such commitment by selling available tickets itself instead of doing so via commercial ticket dealers or ticket offices/exchanges to the end user, and does not demand the maximum price that can be achieved on the market for these tickets due to the excess demand.
- 9.2. By accepting these conditions, the ticket Purchaser is declaring that the admission tickets are being acquired solely for private use.
- 9.3. Purchasers may only cede to a third-party their rights and obligations under this contract concluded with BF and related to the event, including, as a result, the right to demand admission to the performance(s), under the condition that the third-party assumes all rights and obligations in place of the Purchaser as a contract party with BF, and under the condition that no ban on such a cession exists as according to the following regulations.
- 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 of the sale or transfer of admission tickets or the procurement of admission tickets for third parties if this occurs within the framework of commercial activities and/or for gain
- b) in the case of sale of admission tickets on non-authorised Internet platforms, for example, and in particular, eBay or non-authorised Online Ticket Markets (e.g., Viagogo), or within the framework of Internet auctions; an exception here is the sale within the scope of an instant-sale or immediate-sale at a price not higher than the original price of the ticket, including the ticket charge and if such costs were incurred a proportion of the processing charge, in addition to costs which were or will be incurred to the seller during the procurement and/or during the resale of the ticket by the chosen method (e.g., postage and/or e.g., eBay charge or similar charges),
- c) In the 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 case of sale of tickets to make a profit or the act of procuring admission tickets in the name of a third person in order to make a profit by acting as an agency; 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 charge and – if such costs were incurred – a proportion of the processing charge, in addition to costs which were or will be incurred to the seller during the procurement and/or during the resale of the ticket by the chosen method,
- e) in the event that the tickets are transferred 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, or
- f) In the event that the admission tickets are sold without reference to these General Terms and Conditions.

- 9.5. The resale or forwarding of admission tickets when the conditions stated under Paragraph b)-f) are maintained remains unaffected.
- 9.6. Tickets that are resold and forwarded after personalisation (6.3, 6.4) must be amended so that they are made out to the new user in accordance with Section 7.2, without prejudice to the above provisions in Sections 9.2 to 9.5.
- 9.7. BF may refuse to issue and send admission tickets to persons who violate the above provisions in Sections 9.2 and 9.4. or who attempt to resell them, with this constituting a violation against 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 will also be entitled to refuse any amendments to details on tickets in accordance with 9.6, 7.2.; this applies regardless of who is requesting the ticket be amended. Admission tickets which have already been allocated and/or sent to the Purchaser may be declared invalid (electronic locking of the barcode) or claimed back by BF in the case of violation of the foregoing stipulations at Paragraphs 9.2 to 9.4, and in the case of a right of refusal within the meaning of the preceding sentence 2. This also applies in the case of attempts to sell tickets in violation of the above regulations in Sections 9.2 to 9.4.
- 9.8. BF may prevent holders of blocked tickets from accessing and attending the performance.
- 9.9. BF cannot be held liable for the validity of admission tickets from other ticket providers or for their services or prices.

10. Other legal information

In accordance with § 312g Para. 2 Sentence 1 no. 9 of the German Civil Code (BGB), Purchasers are not entitled to a right of cancellation. They cannot revoke their declaration of intent.

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) on the performances. BF reserves the right to make short-term changes, such as postponing the time at which the performance starts on the same day. BF bears no responsibility for the information in other publications.
- 11.2. Once the performance has started, Visitors can only be let into the auditorium during an official break, for reasons of safety and out of consideration towards the performing artists and other Visitors. There may be delays during checks for admission to the Festspielhaus as well as longer waiting times in the cloakroom and/or cloakroom depot in front of the Festspielhaus in the event of any particular statutory or official safety requirements. Visitors are responsible for ensuring they arrive with sufficient time in advance. Delays caused as a result will not entitle visitors to enter the auditorium after the performance has started.
- 11.3. The currently valid legal, regulatory and official access requirements apply for Visitors to BF's performances.
- 11.4. Regardless of the separate admission requirements in accordance with 11.3., visitors must show the following documents:
 - Personalised admission ticket or electronic ticket (mobile ticket)
 - 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 shown on the personal ID card/passport and/or if not all requested documents are shown.

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

12. Power to enforce house rules and restrictions on items taken in

- 12.1 BF exercises the power to enforce house rules in the Bayreuth Festival Theatre. 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 will only occupy the seat which is stated on their ticket or the seat which the admittance staff allocate to them. If he/she has taken up a seat for which he/she does not possess a valid ticket or to which he/she has not been allocated, then BF may instruct the visitor to leave that seat or even the whole performance.
- 12.3. Privately offering and reselling admission tickets in the facilities and on the premises of the Bayreuth Festival Theatre is forbidden.
- 12.4. Mobile electronic devices, pagers and acoustic signalling devices of any kind can only be taken into the auditorium if they are turned off.
- 12.5. Taking food and drinks into the auditorium and consuming them there is not permitted.
- 12.6. For reasons relating to animal protection and for reasons of space, guide dogs or other animals with similar, corresponding functions cannot be taken into the auditorium. If notified in advance, BF will have admission staff ready to guide affected persons and allocate seats.
- 12.7. For safety reasons, taking bulky and regardless of size dangerous objects as well as seat cushions into the Festspielhaus is prohibited. Handbags can be taken into the hall up to a maximum size of 18 cm x 26 cm x 6 cm. Larger bags must be locked in the lockers outside the Festspielhaus or handed over to the cloakroom. In the event of deviating official safety requirements, those shall take precedence.
- 12.8. Smoking is prohibited in all publicly accessible rooms of the Bayreuth Festival Theatre.

13. Health protection and hygiene regulations

- 13.1. To protect the health of BF employees and other participants and visitors to the Bayreuth Festival, the Bayreuth Festival observes and implements all legal, regulatory and official requirements that apply at any particular time. The measures taken in each case are binding for the ticket Purchaser and the users of the admission tickets designated by them and supplement the provisions below.
- 13.2. In order to protect the health of BF employees and other participants and visitors to the Bayreuth Festival, BF shall be entitled to impose hygiene standards and rules of conduct in justified cases of danger to life and limb (e.g., epidemics, pandemics, etc.) at its own reasonable discretion, irrespective of any applicable legal, regulatory or official requirements, to impose hygiene standards and rules of conduct in this regard, such as the wearing of a face covering/mask, including the requirement for such a mask (e.g., FFP2), the observance of distances or the use of disinfectants, as well as protective measures for the visit to the Festspielhaus and its adjoining buildings, which the user of the admission ticket is obliged to comply with.
- 13.3. Neither the Purchaser nor the user of the admission ticket in question shall have any claim to the implementation of corresponding hygiene and safety measures.

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

14. Ban 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 result in claims for damages or measures in accordance with Section 12.1.

15. Audiovisual recordings and photographic recordings of BF or third parties

- 15.1. If an audiovisual recording of a performance is created, the spectator may appear in the image as part of the audience. Even reflections may occur as a result of the scene. Spectators unreservedly consent to the use of this recording in a manner which is unlimited in terms of content, time and space. This will not give rise to any claims of the affected spectator, including those relating to remuneration.
- 15.2. Upon acquisition of an admission ticket or by attending a performance, the Visitor furthermore declares their consent to BF, or any third parties commissioned or authorised by it, making audiovisual recordings and/or photographic recordings in which the Visitor can be recognised as a Visitor to the performance, distributing these, and using them in a manner which is unlimited with respect to content, term and territory. This will not give rise to any claims of the affected spectator, including those relating to remuneration.
- 15.3. The Purchaser of an admission ticket and the Visitor to a performance are aware that other visitors may create photographic and audiovisual recordings both in the Festspielhaus and on the festival premises, wherein the Visitor can be recognised as a visitor to the performance. BF assumes no liability for recordings of this kind; this applies, in particular, in the event that recordings are made publicly accessible online (e.g., social media platforms such as Facebook and the like). The regulation in Section 14. as well as any rights of the affected Visitor against the third party which created the recording and/or made it publicly accessible will remain unaffected.

16. Liability

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

17. Force majeure

- 17.1. Should force majeure render holding the Bayreuth Festival in general and/or implementation of the contractual event or performance(s), in particular, impossible, the obligations to which both parties are subject shall cease to apply.
- 17.2. "Force majeure" means the occurrence of any event or circumstance that is beyond the reasonable control of the parties, was reasonably unforeseeable at the time the contract was concluded, and whose effects could not reasonably have been avoided or overcome by the parties.

17.3. The following events are presumed to constitute force majeure: war (declared or undeclared), hostilities, attacks, acts of foreign enemies, large-scale military mobilisation; civil war, rioting, rebellion and revolution, military or any other seizure of power, insurrection, acts of terrorism, sabotage or piracy; currency and trade restrictions, embargoes, sanctions; lawful or unlawful official acts, compliance with laws or government orders, expropriation, confiscation of works, requisition, nationalisation; plagues, epidemics, pandemics, natural disasters or extreme natural events; explosions, fires, destruction of equipment, the prolonged failure of transportation, telecommunications, information systems, or power; general labour unrest, such as boycotts, strikes and lockouts, slowdown strikes, or the occupation of factories and buildings.

17.4. In the event that holding the Bayreuth Festival in general and/or implementing the contractual event or performance(s), in particular, becomes impossible due to events and circumstances which constitute an effect or effects of the current COVID-19 pandemic, force majeure within the meaning of the above paragraphs shall not be precluded by the fact that these events or circumstances were foreseeable or could or 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.

18. Severability clause

In the event that provisions of these General Terms and Conditions of Business and 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 that comes as close as possible to the content of the ineffective provision.

Last updated: 24/07/2025

Signed,

Prof. Katharina Wagner, Ulrich Jagels
Managing Directors of Bayreuther Festspiele GmbH

BAYREUTHER FESTSPIELE

Legal notice
Bayreuther Festspiele GmbH • Festspielhügel 1-2 • 95445 Bayreuth
Represented by: Prof. Katharina Wagner, Ulrich Jagels