

General Terms and Conditions for Online Orders and Written Orders

Terms and Conditions for Business and Use for Bayreuther Festspiele GmbH for online orders and written orders as well as for performances at the Richard Wagner Festival 2022, including concerts on 31 August and 1 September 2022

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1. Scope

1.1. These General Terms and Conditions (GTCs) regulate the legal relationship in place between Bayreuther Festspiele GmbH (hereinafter referred to as BF) and the ticket purchaser (hereinafter also referred to as the Purchaser or Customer) and the visitors of the performances at the Richard Wagner Festival 2022, including concerts on 31 August and 1 September 2022; the term "Performance" used in these GTCs includes these concerts.

1.2. By ordering admission tickets for the Bayreuth Festival, the Customer is acknowledging these "General Terms and Conditions for Business and Use for the Bayreuth Festival 2022 (version for online and written orders)" as binding for both themselves and all

visitors to the Performances who received tickets from them for personal use based on their 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 as having been agreed to. 1.3. If the Customer purchases one or more tickets (including) 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, with the accompanying person or the visitor who receives tickets from the ticket Customer for personal use on the basis of their ticket order agreeing to the applicability of the General Terms and Conditions between them and BF by accepting and using the admission ticket.

2. Admission prices and fees

2.1. The admission tickets for a Performance have been allocated to various price categories. Tickets for a Performance can only be ordered in one price category. Ticket prices can be viewed in the currently valid 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 "The Ring of the Nibelung", 4 x EUR 6.00 per seat
- printing and shipping fees of EUR 16.00 for shipping by post (7.2)

2.3. No discounts apply.

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

3. Transmission of invoices and terms of payment

3.1. In the standard procedure, invoices can only be viewed, downloaded and printed out at www.bayreuther-festspiele.de in the Customer's personal login 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 after the invoice date**) and only in euros.

3.3. The following methods are available to purchase admission tickets:

- bank transfer to an account of BF
- offsetting against credit from cancelled invoices for tickets for the 2020 festival season, if applicable with an additional payment by bank transfer

Additionally for online orders (5.):

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

4. General terms of purchase

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

4.2. At Bayreuth Festival 2022, a portion of the admission tickets will be issued for orders taking into account the special criteria specified under 4.8., in particular previous waiting times, with another portion being issued independently of the aforementioned criteria on a first-come-first-served basis, so-called online immediate purchase tickets. The latter will be purchased in accordance with the General Terms and Conditions for immediate purchase tickets.

4.3. Orders for tickets are only accepted either online (5.) or in writing (6.).

4.4. To order tickets, Customers must provide a valid email address and postal address. If a professional email address is provided, the Customer will be solely responsible for ensuring that they are permitted to use their professional email address in order to further process and, if applicable, settle the order (e.g., transmission of the invoice). If the Customer does not have an email address or they do not wish to use their email address for the ordering process, tickets can only be ordered via post, which, if the order is successful, will incur a separate fee (2.2., 7.2.).

4.5. Orders for tickets for the Bayreuth Festival 2022 will start being processed from April 2022. Orders must be placed in such a way that they will be received by the BF server (5.) or have been received in writing (6.) no later than **15 April 2022**.

4.6. For individual Performances, tickets can only be purchased by seat category. Specific seats cannot be selected. Multiple admission tickets for the same Performance will – insofar as available and permitted in consideration of the A-H rules (German social distancing requirements) – be assigned one next to the other; the Purchaser of the tickets is not entitled to adjoining seats. Any express requests of the Customer to only purchase admission tickets for adjoining seats can constitute a further special criterion in accordance with Section 4.8. depending on excess demand.

4.7. The Performances of the *Ring of Nibelung* tetralogy, consisting of the individual works *The Rhinegold*, *The Valkyrie*, *Siegfried* and *Twilight of the Gods*, can only be ordered together for the entire cycle. Irrespective of sentence 1 above, BF reserves the right to sell the individual works in the tetralogy individually.

4.8. Any orders received will be processed independently of the sequence in which they were received. Orders for tickets will be processed taking particular consideration of previous waiting times and the demand for the individual Performances (new production, day of the week, seat allocations [request for only adjoining seats] and price category). Orders for tickets from previous years which precede orders for tickets from 2022 and which were not taken into account due to excess demand will be counted as waiting time here.

4.9. [not applicable]

4.10. A maximum of 12 tickets can be ordered per Customer. Here, a **maximum of 4 tickets**, or a maximum of 2 tickets in the gallery, can be ordered for each work performed at Bayreuth Festival 2022.

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 available price categories, the issuance of tickets for the Performance in question can be limited per order beyond the limitation according to 4.10. If alternative seats in another category are available, BF reserves the right to offer these.

4.12. Each Performance has one wheelchair space (B3) and one space for the accompanying person (B3), which can only be issued together.

Furthermore, up to 20 perimeter seats (B2 and B3) are available for visitors with limited mobility or a similar condition at each Performance. Access to the ground floor is only guaranteed in price categories A1, B1, B2, B3. These seats are not offered as part of the online immediate purchase programme.

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

4.14. If the Customer cannot be allocated admission tickets, they will not receive any separate letter of cancellation.

5. Online orders (standard order)

5.1. Online orders are available under "My Festival" following registration and successful login to www.bayreuther-festspiele.de.

5.2. By confirming that the order process has been completed through clicking the "Order now" button, the Purchaser of the tickets is conveying their request to receive tickets for Bayreuth Festival 2022 to BF (request to receive an offer). If BF can fulfil the Customer's requests, including the requested alternatives, either in whole or in part, the Customer will receive an invoice in accordance with Section 3.1.; i.e., it will be made available in their personal login area ("My Festival").

5.3. The invoice from BF will also constitute an offer to conclude a binding event attendance contract. Payment of the invoice sum within a **deadline of three weeks** as of the invoice date, which is also the deadline to accept the offer, will be regarded as a binding acceptance of this offer. Payment of the invoice within the meaning of the above sentence 2 will be equivalent to the Customer declaring that the invoice amount should be offset against a credit balance arising from the 2020 festival season; the declaration can be submitted in the Customer's personal login area ("My Festival") following receipt of the invoice. BF must be able to access the credit for the invoice amount paid by means of the given payment methods by the payment deadline (value date). The same applies to receipt of the declaration to offset against existing credit. If the payment or declaration is not received in time, the admission tickets offered can be assigned to someone else. In this case, the Customer will not be entitled to receive the admission tickets

which were previously offered and invoiced or be allocated other admission tickets. Any claims for damages of the Purchaser are excluded in any case.

5.4. In accordance with Section 3, admission tickets can be purchased via the online ordering process by bank transfer, credit card and, if present, by offsetting against existing credit. Any remaining credit from the previous year(s) will be refunded to the Customer via bank transfer.

5.5. Customers are solely responsible for ensuring the correctness of the data they provide as part of the order procedure. This applies equally to the order as such (selection of Performance, 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 procedure as such as well as the specific ticket ordering procedure itself can be interrupted by BF at any time or cancelled entirely if it is no longer possible to carry out the ordering procedure in a proper or lawful manner. This will apply in particular in the event of technical difficulties (hardware and software errors, computer viruses, server issues, etc.), external interference or interference attempts and/or failure to fulfil the legal requirements.

5.7. BF makes reference to the link to the EU Commission's online platform for out-of-court online dispute resolutions (so-called ODR platform) <http://ec.europa.eu/consumers/odr/> which is present on the BF homepage.

5.8. The email address of BF is: ticket@bayreuther-festspiele.de

6. Written orders

6.1. Written orders should be sent via post to: Bayreuther Festspiele GmbH, ticket office, PO box 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, with this being sent by the BF ticket office to the Customer by post alongside the order documents in the case of previous written orders and a corresponding request. Orders written freely by hand can, in general, not be processed. In the case of orders created freely by hand, BF will not be obliged to clarify any queries.

6.3. With the receipt of their written order by the BF ticket office, the ticket Purchaser is sending their requests for tickets for Bayreuth Festival 2022 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. will apply accordingly. 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 sending of admission tickets

7.1. All admission tickets belonging to an order procedure will be made out in the first and last name of the ticket Purchaser, which identify them as such. Before admission tickets are provided or sent, the Customer must also specify the specific user of the respective admission ticket in accordance with the following provisions, with the user also being shown on the respective admission ticket (so-called hard personalisation). In order to implement the safety and hygiene concept and for the purposes of tracing chains of infection as part of measures to combat the Coronavirus pandemic, the contact details of each user of an admission ticket will be recorded in the course of this personalisation. The Purchaser of the tickets will provide the contact details of users whom they allow to use the tickets; they will only provide the contact details of third parties (accompanying person) if they have consented to these being disclosed. The first and last name of the user are specified on each admission ticket.

7.2. In the standard procedure, following payment in full (value date), the tickets can be accessed in the Customer's personal login area ("My Festival") and printed out following personalisation (7.3.) at www.bayreuther-festspiele.de. 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 shipping 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 Customer's personal login area must be personalised by the Customer by providing the respective user's first and last name before they are printed out, with this being the Customer's responsibility. Only tickets which have been personalised to the specific user and thus activated will be valid. The Customer can **personalise and activate** the tickets until **no later than seven calendar days before the respective Performance**; once this period has elapsed, the Customer will no longer be able to personalise and activate the tickets. Tickets which have not been personalised by the deadline will not be replaced (8.1.). Personalised tickets can only be amended and assigned to another user by the BF ticket office in accordance with Section 8.2.

7.4. If the ticket Purchaser has chosen to have the tickets sent by post when ordering them, the tickets can be personalised by specifying the respective user after full payment at www.bayreuther-festspiele.de in the Customer's personal login area ("My Festival"). Only tickets personalised to the specific user will be valid and sent by post. If the Customer does not have a personal login area, they can also personalise tickets in the same manner using a corresponding form, which will be sent to the Customer with the invoice – insofar as they have chosen to have the tickets sent by post and an offer to purchase admission tickets can be submitted to them – and which they must return to the address specified in 6.1. In the case of **online personalisation**, any **personalisation** of tickets by the Customer must be carried out **at the latest 7 calendar days before the Performance** in accordance with the above sentence 1 and, in the case of **personalisation via documents sent by post**, **at the latest by 30/06/2022** in accordance with the above sentence 2

(receipt of the form by BF); once this period has elapsed, the tickets can no longer be personalised or sent by post. 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.). For expired tickets no replacement will be provided. 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 any 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. can be prevented from accessing and 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. If the Performance is cancelled, payment made for tickets will only be returned if no more than one act has been shown – this also applies in the case of *The Flying Dutchman* or *The Rhinegold* 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 after the Performance in question in at least written form.

8.6. If a Performance is cancelled before it has started, the tickets affected by cancellation of the Performance will be returned against a refund of the ticket price, however without the fee of EUR 6.00 per seat sold (per admission ticket for *The Ring of Nibelung* 4 x EUR 6.00) and without any processing and/or post dispatch fee, if incurred. The right to a refund will expire if the claim is not asserted to BF within two weeks after the Performance in question in at least written form. Alternatively, 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 specific contractual Performances are cancelled, suspended or interrupted for good cause based on a business decision taken by BF which has resulted from the effects of the ongoing Covid-19 pandemic. In this sense, for example, quarantine for part of BF's workforce or employees, any statutory or official disproportionate limitation of the number of viewers

or the prevention/containment of an acute occurrence of infection ("superspreader") even without an official order will constitute good cause.

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

9. Loss of tickets

9.1. If an admission ticket is lost, a one-time application for the issue of a replacement ticket, for which a charge will be levied, can be made **up to 30 minutes** before the beginning of the Performance at the ticket office of BF, provided the visitor can prove and/or plausibly state which ticket was acquired and lost by naming the exact seat. 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 exceptional cases, BF can declare or recognise a reverse order of priority. The affected ticket holder is neither entitled to recognition of an exceptional case nor do they have any claims against BF based on recognition of such an exceptional case in contrast to the usual case.

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 Gesellschaft der Freunde von Bayreuth e.V. (Society of Friends of Bayreuth e.V.) and the District of Upper Franconia. They feel obliged to ensure a balanced and fair price policy and endeavour to maintain and implement a socially viable price structure as well as fair distribution.

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

10.3. The ticket Purchaser and Customer of the tickets can transfer their rights and obligations arising from the event attendance contract concluded with BF (4.13.), and thus also the right to request access to the Performance(s), by means of an assignment of claims to a third party, with the third party entering into the contract with BF in place of the ticket Purchaser while assuming all rights and obligations and without the existence of an assignment prohibition within the meaning of the following provisions.

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

- a) in the event of the sale or transfer of admission tickets or the purchase of admission tickets for a third party if this takes place in the context of a professional and/or commercial activity,
- b) in the event that admission tickets are sold via unauthorised online platforms such as, for example, eBay or unauthorised ticket exchanges (e.g., viagogo) or in the context of online auctions not authorised by BF, with the exception of a sale conducted by way of the so-called immediate sale procedure or immediate purchase procedure for a price which does not exceed the original price of the admission ticket including the ticket fee, if incurred, and the proportional processing fee plus any costs incurred for the seller arising from the acquisition and/or the resale of the admission ticket over the course of the procedure (e.g., postage fees and/or fees from eBay and the like),
- c) in the case of a sale of admission tickets for a price which exceeds the original price of the admission ticket including the ticket fee, if incurred, and the proportional processing fee plus any costs incurred by the seller arising from the acquisition or resale of the admission ticket,
- d) in the event that admission tickets are sold in order to make a profit or any purchase of admission tickets on behalf of a third party in order to make profit through working as an intermediary, with intention to make a profit in this context meaning an intention to sell the tickets at a price which exceeds the original price of the admission ticket including the ticket fee and, if incurred, the proportional processing fee plus any costs incurred by the seller arising from the acquisition and/or resale of the admission ticket,
- 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.

10.5. Any resale or transfer of admission tickets carried out while observing the conditions set out in Section 10.4. b)-f) will remain unaffected.

10.6. Notwithstanding the above regulations in accordance with Sections 10.3. and 10.5., admission tickets which are resold and transferred following personalisation (7.3., 7.4.) must always be amended so that they are made out to the new user in accordance with Section 8.2.

10.7. BF can refuse to issue and send admission tickets to persons who violate the above provisions in Sections 10.2. and 10.4. or who attempt to resell them, with this constituting a violation against the above regulations in Sections 10.2 to 10.4. The same applies for persons dealing in tickets on a commercial basis 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 on reselling or transferring tickets, or for persons who make these 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 ticket be amended. In the event of a violation against the regulations in Sections 10.2 to 10.4, admission tickets [which have already been offered and/or](#) provided to the

Customer for printing or which have been sent over to the Customer can be reclaimed by BF and/or declared invalid (electronic blocking via the barcode). 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. BF can prevent holders of blocked tickets from accessing and attending the Performance.

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) 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 takes no responsibility for the information in other publications. 11.2. Once the Performance has started, visitors can only be admitted to the auditorium during an official break for safety reasons and out of consideration for the participating artists as well as the 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 as a result of the applicable safety requirements. Visitors are themselves responsible for ensuring they arrive in advance with sufficient time. 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 the Performances of BF. Based on the current legal situation, the cultural sector, including theatres, operas, concert halls and stages, is subject to the 2G plus rule (vaccinated or recovered, plus current test) in accordance with Section 4 of the Fifteenth Bavarian Infection Protection Measures Ordinance (15. BayIfSMV). Visitors will only be admitted to the Performances if they can demonstrate that they have the required status via recognised means during the admission check. 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. Regardless of the admission requirements in accordance with 11.3., visitors must show the following documents:

- personalised admission ticket **and**
- personal ID or passport.

In general, admission to the event will be refused if the user specified on the admission ticket is not the same person as on the personal ID/passport

and/or they do not present all required documents.

11.5. Should certain information, for example recent stay of the ticket holder in a risk area for the SARS-CoV-2 pandemic (in accordance with the binding specifications of the Robert Koch Institute ("RKI")), be requested to enable admission to the Performance or concert for good cause, for example based on protection and hygiene measures issued by official bodies, the holder of the admission ticket is obliged to provide this information to BF immediately upon request in accordance with the applicable data protection provisions. If the admission ticket's user does not meet the corresponding requirements, BF can refuse admission to the event. In this case, the ticket Purchaser and BF can withdraw from the contract

relating to the affected admission ticket for the event in question. In this case, the Purchaser will be refunded the price paid for the admission ticket.

11.6. BF is entitled to refuse admission to the event location or expel visitors from the event site for good cause, for example in the event of clear symptoms of illness. 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. Power to enforce house rules and restrictions on taking objects

12.1 BF exercises the power to enforce house rules in 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 break the house rules or any conditions of use related to the event in any other serious manner or repeatedly. Admission can be refused if there is a justifiable suspicion that the visitor will disturb the Performance or 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 they have taken a seat for which they do not possess a ticket, in particular one which has been personalised to their name, or which has not been assigned to them, BF can remove the visitor from both the seat and the Performance.

12.3. Privately offering and reselling admission tickets in the facilities and on the premises of Festspielhaus Bayreuth is forbidden.

12.4. Mobile electronic devices, pagers and acoustic signalling devices of all kinds may only be taken into the auditorium as long as 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 lack of space, no guide dogs or other pets with a corresponding role may 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 forbidden. Handbags are allowed up to a maximum size of 18cm x 26cm x 6cm. In the event of deviating official safety requirements, these will take precedence.

12.8. Smoking is forbidden in all publicly accessible facilities of Festspielhaus Bayreuth.

12a. Pandemic-related special provisions

12a.1. BF intends to have the hall fully occupied. In accordance with the present Terms and Conditions for Business and Use, BF can withdraw from the event attendance contract concluded (4.13.) if the Festspielhaus hall may not be occupied at 100% capacity based on statutory,

regulatory or official provisions. (Right of withdrawal in accordance with Section 346 para 1 German Civil Code (BGB)). BF can declare its withdrawal until **24/06/2022**. 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 Bayreuth Festival will observe and implement all legal, regulatory and official requirements associated with the ongoing SARS-CoV-2 Pandemic (also referred to as the: Coronavirus pandemic) which are applicable at the time. The measures taken are binding for the ticket Purchaser and users of admission tickets specified by them and supplement the following provisions. 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 BF employees as well as other participants and visitors to the Bayreuth Festival, BF is entitled, at its reasonable discretion and regardless of the applicable statutory, regulatory and official requirements, to impose hygiene standards with associated rules of conduct such as, in particular, the wearing of a nose and mouth covering, including the requirement to wear such a mask (e.g., FFP2) in the admission and exterior area of the event site as well as during the Performance or concert itself, compliance with distancing and walking routes (one-way regulations) or the use of disinfectants as well as the associated safety measures to allow visitors to remain in the Festspielhaus and its adjoining buildings, with the user of the admission ticket being obliged to comply with these.

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. To protect the health of BF employees as well as other participants and visitors to the Bayreuth Festival, the user is obliged to take a SARS-CoV-2 antigen test on the day of the event at the request of BF.

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 instruction of 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 or user of the admission ticket(s) are aware of this risk. BF's liability for any injury to the life, limb and health of a concert visitor which occurs as a result of a SARS-CoV-2 infection associated with the event despite implementation of the hygiene concept is excluded, with this not applying in the event of damage caused by intentional or negligent behaviour or neglect.

13. Ban on taking visual and audio recordings

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

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

14.1. If an audiovisual recording of a Performance is created, spectators 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.

14.2. With the acquisition of an admission ticket or through attendance of a Performance, the visitor is also declaring their consent to BF or any third parties commissioned or authorised by it to make audiovisual recordings and/or photographic recordings, wherein the visitor can be recognised as a visitor to the Performance, distributing these and using them 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. 14.3. The ticket Purchaser and the visitor of 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 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

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

16. Data protection provisions

16.1. Without prejudice to the privacy policy of BF (accessible at: <https://ticketshop.bayreuther-festspiele.de/de/datenschutz>), personal order data will be recorded, processed, stored and used to the necessary extent in order to initiate and execute the contract as well as to process the order in compliance with data protection law.

16.2. The ticket Purchaser will consent to the storage and, as outlined in the above regulation, the use of their personal data at the latest with payment of the invoice (acceptance of the offer in accordance with Sections 5.3. and 6.4.). This consent given to BF can be revoked at any time. The rights of the affected ticket Purchaser as well as more information on data protection in accordance with Article 13 GDPR can be accessed at <https://ticketshop.bayreuther-festspiele.de/de/datenschutz>.

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 individual persons (e.g., sending of letters or emails, processing payment via credit cards or immediate transfer, etc.). These service providers will be given access to personal information and data on the Purchaser insofar as this is required to fulfil the tasks in question; they may, however, not use this information and data for any other purposes. 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 insofar as BF is legally obliged to do so or if such disclosure is necessary in order to comply with BF's General Terms and Conditions for Business and Use or other agreements between the Customer and BF or to protect the rights of BF and the Customer. This includes any exchange of data with companies or persons with whom BF collaborates in order to prevent or punish data misuse, fraud, breaches of contract or other similar actions. Beyond this, data will not be shared with third parties for commercial use which runs contrary to this privacy policy and applicable the data protection laws.

17. Newsletter

By registering for the Bayreuth Festival Newsletter, the Customer is consenting to the personal data provided by the Customer, in particular the email address provided, and the personal order data may be used by BF to offer and present the Customer with both general and personalised advertisements and/or special offers and/or services, including offers and services of BF in cooperation with third parties (e.g. sponsors). Should the Customer not (or no longer) wish to receive these advertisements or presentations, they can revoke their consent at any time. A message in text form addressed to the contact details provided in the Newsletter (e.g., email, fax, letter) or unsubscribing will suffice 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 Bayreuth Festival in general and/or specifically the implementation of the contractual event or Performance(s) impossible, the obligations to which both parties are subject will lapse.

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

18.3. 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, embargos, 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 events; explosions, fires, destruction of equipment, prolonged failure of transportation, telecommunications, information systems, or power; general labour unrest such as boycotts, strikes and lockouts, shutdown strikes, occupation of factories and buildings.

18.4. In the event that the implementation of the Bayreuth Festival in general and or specifically the implementation of the contractual event or Performance(s) is rendered impossible

due to events and circumstances which constitute an effect or effects of the ongoing Covid-19 pandemic, the fact that the events or circumstances at the time at which the contract was concluded were foreseeable or could or should have been considered possible will not contradict the force majeure within the meaning of the above paragraphs. In this case, neither contractual 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. Severability clause

Should provisions within these General Terms and Conditions for Business and Use be or become completely or partly ineffective, the effectiveness of the General Terms and Conditions for Business and Use beyond this will remain unaffected. An 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 of: 28/02/2022

signed

Prof. Katharina Wagner, Ulrich Jagels

Managing Directors of Bayreuther Festspiele GmbH