

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

Terms and Conditions of Business and Use of Bayreuther Festspiele GmbH for online instant purchasing (so-called Online Instant Purchase Tickets) as well as for the Performances of the Richard Wagner Festival 2024

1. Scope

1.1. These General Terms and Conditions of Business govern the legal relationship between Bayreuther Festspiele GmbH (hereinafter: "BF") and the ticket purchaser (hereinafter also: the "Purchaser") and the visitors to the performances of the Richard Wagner Festival 2024.

1.2. By purchasing tickets for the Bayreuth Festival, the Purchaser acknowledges these Terms and Conditions of Business and Use for the 2024 Bayreuth Festival (Version "Online Instant Purchase") as binding for both himself and all visitors to the performances who have received tickets from him for personal use as a result of his purchase. Once a contract to attend an event has been concluded and one or more admission tickets have been purchased, these Terms and Conditions will be deemed to have been agreed to.

1.3. If the Purchaser (additionally) acquires one or more tickets for a third party (accompanying person), the Purchaser 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; by taking possession of and using the ticket, the accompanying person or visitor who receives tickets for personal use from the Purchaser as a result of the latter's ticket order agrees to the Terms and Conditions applying between him or her and BF.

2. Admission prices and charges

2.1 The tickets for a performance are assigned to different price categories. Tickets from various price categories can be ordered for a performance. 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 an admission ticket "Der Ring des Nibelungen", 4x 6.00 euros per seat.

2.3 Concessions are not granted.

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 Section 4 No. 20 a) Sentence 2 of the Value-Added Tax Act (Umsatzsteuergesetz).

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

2a.1. The performances of the opera production "Parsifal", with staging by Jay Scheib (a new opera production of the Bayreuther Festspiele 2023), 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, so-called "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. 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 of 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 spectators who wear visual aids, special lenses can be inserted into the AR glasses on request, if the dioptric strength is specified. The ticket Purchaser will be 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. Sending of invoices and terms of payment

3.1. In the online instant purchase procedure, invoices are exclusively provided electronically within the meaning of Section 14 Para. 1, Sentences 7 and 8 of the Value-Added Tax Act (Umsatzsteuergesetz). Invoices will not be submitted in paper form. Once the payment transaction has been successfully completed (5.7, 5.8.), invoices will be 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 for payment:

- Direct payment via credit card: VISA, Mastercard® and American Express
- Direct payment via PayPal
- Offsetting against existing credit from cancelled invoices for tickets for the 2020 festival season, if applicable with an additional payment
- Klarna Sofort

4. General Conditions of Purchase

4.1. The Purchaser must be of full legal age and have unlimited legal capacity.

4.2. At the 2022 Bayreuth Festival, a portion of the admission tickets for orders will be issued, taking into account certain special criteria, in particular, previous waiting times, and another portion will be issued independently of additional criteria on a first-come-first-served basis, and there are also online instant purchase tickets. The purchase of the latter is governed by the General Terms and Conditions for Online Instant-Purchase Tickets. On the other hand, the purchase of tickets by means of online orders and written orders is governed by the "General Terms and Conditions for Online Orders and Written Orders."

4.3. Online Instant-Purchase Tickets (4.2) may only be purchased via seat plan booking or best seat booking on the Internet at www.bayreuther-festspiele.de in accordance with the provisions of these General Terms and Conditions.

4.4. To set up a customer account by means of registration and verification (5.3), which is a prerequisite for instant online purchases, it is compulsory to provide a valid postal address, a verified email address and a telephone number. If a business email address is provided, the Purchaser shall ensure that private use of that email address is permitted for the purpose of further processing and handling the purchase.

4.5. Purchasers may acquire up to 32 tickets in total by way of instant online purchase, regardless of the number of online instant purchases made, albeit up to 8 tickets per work played, and up to 2 tickets in the gallery (G1 to G4). 4.6. The Performances of the Ring of Nibelung tetralogy, consisting of the individual works The Rhinegold, The Valkyrie, Siegfried and Twilight of the Gods, can be ordered both together, for the entire cycle, and individually.

4.8. Online "orders" for Online Instant Purchase Tickets will be processed exclusively on a first-come-first-served basis.

4.8. Upon acceptance of the transmitted offer (5.7) and the resultant purchase of one or more admission tickets, a legally binding contract shall come into being between the Purchaser and BF relating to attendance at the event; under the terms of that contract, the transfer of admission tickets is not governed by the principles of property law but the principles of debt recovery law.

4.9. BF reserves the right to bar Purchasers from online instant purchasing who circumvent or attempt to circumvent the issuance restrictions within the meaning of these General Terms and Conditions (4.5), in particular, by using changed address data (e.g., address of first and second resi-

dence, upper and lower cases, omission or insertion of spaces, use of abbreviations, writing out umlauts as "ae", "oe" or "ue", etc.) and/or several different email addresses and/or customer numbers at BF. This barring includes any and all already completed orders; in this case, BF reserves the right not to provide tickets in accordance with Section 6.3.

4.10. Wheelchair spaces and spaces for accompanying persons may not be purchased as part of online instant purchases. Wheelchair spaces and places for accompanying persons can be requested directly from the Bayreuth Festival ticket office.

5. Online purchase of so-called Online Instant-Purchase Tickets

5.1. Online Instant-Purchase Tickets may only be purchased via the Internet at www.bayreuther-festspiele.de starting at 14:00 CEST (UTC+1) on 03/12/2023.

5.2. Participation online instant purchasing, i.e., logging into the ticket shop at www.bayreuther-festspiele.de, requires registration and verification of the customer account, which can be carried out at www.bayreuther-festspiele.de.

5.3. Given the high demand for so-called Online Instant-Purchase Tickets and numerous attempts to place orders at the same time, in particular, on the day of activation (5.1), the login form of the ticket shop at www.bayreuther-festspiele.de will be preceded by a queue to implement the so-called "first-come-first-served" principle (4.2), which the Purchaser initiates by accessing the website www.bayreuther-festspiele.de and which he/she can cancel at any time by closing the browser window. Purchasers who close their browser window will lose their position in the queue. While the Purchaser stays in the queue, his progress is visualised in percentage terms by means of a so-called progress bar, bearing in mind the current number of purchasers that accessed the website before him; the availability of individual works is indicated by means of a traffic light, irrespective of price categories and specific performance dates. Instructions displayed while staying in queue must be observed to retain the waiting position. Once the waiting period is over, the Purchaser is requested to enter the ticket shop by entering his verified access data (customer number or email address as well as password) (5.3). The Purchaser has 10 minutes ("time-out period") to do so. Once the Purchaser has been timed out, he/she may only attempt to log in again after first waiting in the queue again.

5.4. Purchasers may select tickets for individual performances that are available as Online Instant-Purchase Tickets within the limits of available capacity, bearing in mind the limit on sales quantities (4.5). In the shopping basket, Purchasers can review the individual ticket prices and the total price in addition to the seats they have selected for the relevant performances. The contents of the online shopping basket are reserved for 30 minutes, starting when 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 shopping cart content is deleted and the transaction cancelled. Purchasers have the option of deleting individual tickets displayed in the shopping basket from the shopping basket on a per-seat basis by clicking on the waste bin icon displayed in a red button. Tickets deleted from the shopping basket will be immediately available for sale again and can only be re-added to the shopping basket if they have not been selected or purchased by any other Purchaser in the meantime.

5.5. From the shopping basket (5.4), Purchasers can either select additional tickets and place these in their shopping basket – provided tickets are still available and provided the restriction on sales (4.5) is observed – or can continue the order process for the tickets already present in their shopping basket. Purchasers may continue the order process by clicking on the "Proceed to Checkout" button. The order confirmation summary shown at this point to Purchasers contains the following information: address stored, a list of all tickets in the shopping cart, applicable fees and the total order amount. Underneath, Purchasers must select their desired payment method 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 when payment is made.

5.6. By clicking on the "Confirm Order" button, Purchasers submit a binding order under obligation of payment 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 tickets, which will be displayed to the Purchaser after payment is settled (5.8). Confirmation of the successful purchase of the tickets will also be sent to the purchaser by email.

5.7. The payment of Online Instant-Purchase Tickets acquired online may only be settled by credit card (VISA, Mastercard® and American Express), PayPal, Klarna Sofort or settlement with existing credits at the end of the order process. Purchasers must follow the instructions of the selected payment provider. The Purchaser will receive corresponding prompts after clicking the "Buy Now" button, which completes the binding order (subject to binding costs).

5.8 Purchasers are responsible for the correctness of the information they provide during the ordering process. This applies equally to the order as such (selection of performance, number of tickets, etc.) and personal information (address, email address, etc.). Any errors are the responsibility of the Purchaser.

5.9. BF may at any time interrupt or completely cancel both the online ordering process as such and the specific ticket order transaction, if proper or legal execution of the order process is no longer possible. This includes, in particular, cases involving technical difficulties (hardware and software errors, computer viruses, server problems, etc.), external tampering or attempts at tampering, and/or a lack of legal prerequisites. BF may also interrupt or cancel the specific ticket ordering transaction at any time in the cases provided under Section 4.9.

5.10. 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. Online Instant-Purchase Tickets will only be provided digitally. Conventional tickets in paper form cannot be issued, even on request.

6.2. All ordered tickets will be issued in the first and last name of the Purchaser before being made available to him or her, 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 in their personal login area ("My Festival" [at www.bayreuther-festspiele.de](http://www.bayreuther-festspiele.de) and print them out or have them made available as electronic

tickets after personalisation (mobile ticket) (6.4.). Tickets can be personalised and downloaded after payment has been confirmed. 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 by stating the first name and surname of the user in question before printing, which is the Purchaser's responsibility, or before use as an electronic ticket. The Purchaser of the tickets will provide the contact details of users whom they allow to use the tickets; they will only provide these details of third parties (accompanying person) if the persons in question have consented to the details being disclosed. The first and last name of the user are specified on each admission ticket. Only tickets which have been personalised to the specific user and thus activated will be valid and printable 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 is 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. All BF's obligation concerning the online instant purchase are deemed to be fulfilled with the availability of the ticket under "My Festival."

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 vis-a-vis the order to BF (ticket@bayreuther-festspiele.de; postal address: Bayreuther Festspiele GmbH, Kartenbüro, Festspielhügel 1-2, 95445 Bayreuth).

6.9. Purchasers of Online Instant-Purchase Tickets undertake to ensure that only ever one printout and no electronic copies of a ticket are created, in order to prevent 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. BF reserves the right, in justified and exceptional cases (e.g., deaths, etc.), to refrain from excluding compensation payments within the meaning of the preceding sentences 3 and 4.

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 the performance before it has begun, the admission tickets affected by the cancellation of the performance will be taken back and the admission fee will be returned, however, not including the charge of 6.00 Euro per entry ticket (for "Der Ring des Nibelungen" 4 x 6.00 Euro per entry ticket). The right to a refund expires if the claim is not asserted to BF within two weeks of the performance in question at least in writing (electronic communications shall suffice).

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 lacks a printout or a legible printout of the Online Instant-Purchase Ticket (e.g., forgotten, damaged, etc.), this can be obtained up to 30 minutes before the start of the related performance at the ticket counter set up by BF (so-called clearing office). This can be done once and for a fee for the issue of a second printout/replacement ticket, provided that said ticket has already been personalised and registered by the Purchaser for the visitor (6.4), and the latter can identify himself or herself accordingly. 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 transfer of admission 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, 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. BF endeavours to honour such commitment by selling available tickets itself instead of doing so via commercial ticket dealers or so-called ticket offic-

es/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 his/her 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 case of sale or forwarding of admission tickets or the procurement of admission tickets for third parties if this occurs within the framework of professional and/or commercial business,
- b) in the case of sale of admission tickets on non-authorized Internet platforms, for example, and in particular, eBay or non-authorized Online-Ticket-Markets (e.g., Viagogo), or within the framework of Internet auctions; an exception here is the sale within the scope of a so-called 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 case of sale of tickets at a price which is higher than the original price of the tickets including the card charge and – if such costs were incurred – any costs which have been or will be incurred to the seller as a result of procurement or resale of the tickets;
- d) 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 authorized 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

10.1 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 present on BF's homepage.

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

10.3. Bayreuther Festspiele GmbH is not legally obliged to participate in dispute resolution proceedings before a consumer arbitration board. Nor is it prepared to do so.

10.4. Pursuant to section 312g Para. 2 sentence 1 no. 9 of the German Civil Code, Purchasers are not entitled to a right of withdrawal. 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 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 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 Festspielhaus Bayreuth is forbidden.

12.4. Mobile electronic devices, pagers and acoustic signalling devices of any kind can only be taken into the auditorium if they are turned off.

12.5. 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, blind-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 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 prohibited in all publicly accessible rooms of the Festspielhaus Bayreuth.

13. Health protection and hygiene regulations

13.1. For the purpose of protecting the health of BF employees and other participants and visitors to the Bayreuther Festspiele, the Bayreuther Festspiele will observe and implement all legal, regulatory and official requirements applicable 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 him/her 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 Bayreuther Festspiele 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 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 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. Newsletter

By registering for the Bayreuth Festival Newsletter, the Purchaser consents to the personal data provided by the Purchaser, in particular, the email address provided, and the personal order data, being used by BF to offer and present the Purchaser 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 Purchaser not (or no longer) wish to receive these advertisements or presentations, they can revoke their consent at any time. A message in writing (electronic communications included) addressed to the contact details provided in the Newsletter (e.g., email, fax, letter) or unsubscribing will suffice to do this. It is also possible to unsubscribe from the Newsletter by clicking on 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 any 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 boycott, strike and lockout, go-slow, 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

In the event that provisions of these General Terms and Conditions and Conditions of Use are or become invalid in whole or in part, the validity of the remaining provisions shall not be affected. 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: 30/11/2023

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