

## **General Terms and Conditions of Kulturveranstaltungen des Bundes in Berlin GmbH (KBB)**

### **1. Scope**

These terms and conditions apply to all legal relationships of visitors to events and exhibitions in all business divisions operated by Kulturveranstaltungen des Bundes in Berlin GmbH (KBB). These are Haus der Kulturen der Welt (HKW), Berliner Festspiele (BFS) along with Martin-Gropius-Bau (MGB) and Internationale Filmfestspiele Berlin (IFB). In the following any reference to KBB also includes the aforementioned business divisions.

These terms and conditions are part of the contract which is concluded by the time an entrance ticket is purchased.

### **2. Schedule and Starting Times, Schedule Changes, Opening Hours**

Valid programmes and starting times as well as opening hours of exhibitions may be found in official KBB publications. KBB reserves the right to alter programmes and casts. No responsibility is taken for the correctness of information regarding casts or times.

### **3. Ticket sale**

KBB will publish entrance fees and announce them at the box office.

Concessionary tickets are available at the box office of the respective venues after proof of eligibility. Concessionary tickets are only valid in conjunction with this proof. If the proof of eligibility cannot be produced, the balance of the reduced price to the full entrance fee has to be paid.

Tickets will be sold in advance at the times indicated in the publications of KBB. KBB reserves the right to limit the number of tickets sold per purchaser. Severely disabled persons may be granted priority.

At the Berliner Festspiele a ticket fee will be charged for tickets purchased in advance in writing or over telephone, unless tickets ordered on telephone are collected at the advance booking office at least one day before the event takes place. If a fee is charged for online purchase, this fee will be shown during the booking process.

If payments for tickets ordered in advance are not received within the specified time limit, these tickets will be for resale.

It is not permitted to take another seat than the one indicated on the ticket. If a visitor switches his seat without permission, KBB is entitled to request the balance or to replace the visitor to the ticketed seat location or to remove him from performance.

The tickets are intended exclusively for personal use. The purchaser is particularly not entitled to

- offer the tickets in auctions (especially on the Internet)
- resell tickets for profit or commercial gain without expressive prior written approval of KBB
- resale of any tickets for more than the purchase price
- to pass on or use the tickets with the aim of advertising or as a prize without expressive prior written approval of the KBB

Each time a ticket is passed on the former ticket holder has the obligation to point out to the new ticket holder the validity of the present General Terms and Conditions. If a ticket is offered, used or passed on in a forbidden way the KBB is entitled to invalidate the ticket as well as other tickets purchased by the same customer and to refuse the owner of the ticket the access to the event without any compensation. Each violation of the prohibition

of a commercial reselling of tickets can lead to a contract penalty amounting up to 2.500 Euro.

#### **4. Ticket refunds**

In general purchased tickets may not be returned. This also applies in the event of alterations to the cast. If an event or exhibition is cancelled tickets may be returned and refunded within two weeks. The right to return tickets expires thereafter. If the tickets were purchased online, the price for the tickets will be refunded excluding the online sales charge. Tickets that were not purchased at an advance booking office of the KBB or through the Internet can only be refunded at the external advance booking offices. If the purchased tickets are valid for an event organised by third parties on the premises of the KBB, a claim for refund has to be submitted directly with the respective external organiser.

#### **5. Loss of tickets**

If a visitor loses his ticket, the box office personnel may issue a substitute, if the visitor is able to prove the loss of the specific ticket. The owner of an original ticket always takes privilege over the owner of a substitute ticket. The substitute ticket does not entitle its owner being seated elsewhere.

#### **6. Admission**

On account of safety and with regard to performers and other visitors, once a performance has started latecomers may only be admitted at a suitable break in the performance. The original seats booked cannot be guaranteed but alternative seats will be allocated where possible. It is the discretion of venue staff if and when latecomers may be admitted.

#### **7. Cloakroom**

Coats may be taken into the auditorium if this does not interfere with other visitors interests and does not pose a safety risk. Coats may be left at the cloakrooms for the duration of performance. The KBB reserves the right to charge a cloakroom fee.

Liability for deposited property is limited to current value. Liability does not include valuables, jewellery, items made from precious metals, cash and other means of payment, business documents, certificates, driving licences or keys. These items may only be deposited at the visitor's own risk.

The deposited property will be returned upon presentation of cloakroom tickets without further verification of entitlement. Without the respective cloakroom ticket, deposited items may only be returned if the visitor offers credible proof that he or she is the authorised recipient.

Interchanged or damaged items as well as loss of, cloakroom ticket must be reported immediately to the cloakroom personnel. If a cloakroom ticket got lost, the visitor is liable for replacement costs.

#### **8. Lost Property**

Lost property found in KBB venues must be handed over to venue or cloakroom staff. All items found will be dealt with in accordance with the provisions of German Civil Code §§ 978 ff. BGB.

#### **9. Householder's Rights**

Visitors may be refused entry to the venues if there is reason to believe that they will interfere with the performance, exhibition or other visitors.

It is not permitted to offer tickets for sale in the ticket sales area or elsewhere on the premises of the venue.

Mobile phones and watches with acoustic time signals must be switched off during performances.

Smoking is not permitted in the venues of the KBB.

Food and drink cannot be taken into the auditorium.

Instructions given by venue staff must be followed.

## **10. Image and Sound Recording**

In general visual and acoustic recordings of any kind are prohibited. Non-compliance may lead to civil or criminal prosecution and visitors may be expelled from the venues.

Film, digital, video or sound recordings of parts of the performance/exhibition may be confiscated and only being returned, if the owner agrees to delete recordings beforehand.

All members of the audience consent to the filming and sound recording of themselves as members of the audience without compensation.

## **11. Liability**

The KBB, its representatives and its employees are not liable for any damages suffered by visitors at its venues, except for those caused by malice or gross negligence. Liability for injury to life, limb and health remains unaffected, if the damage was reasonably predictable.

## **12. Data protection**

In order to process your booking personal information is collected, dealt with and used in accordance with the data privacy laws. KBB is entitled to keep visitors' data for internal statistical purposes. Furthermore KBB is entitled to pass on data to natural persons or corporate bodies who are commissioned by the KBB for ticket purchase. The data is kept strictly confidential and only used to the extent mentioned above.

## **13. Concluding clause**

Should any stipulation of these General Terms and Conditions be or become invalid, the legal validity of the remaining Terms and Conditions remains unaffected.

## **14. Effective Date**

These General Terms and Conditions become effective on 1<sup>st</sup> January 2009. At the same time, the respective General Terms and Conditions of KBB and its divisions valid up to that point will expire.

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