

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

### **1. Scope**

These terms and conditions apply to all legal relationships of Kulturveranstaltungen des Bundes in Berlin GmbH (KBB) and visitors to events and exhibitions in all business divisions operated by 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.

All offers, sales contracts, deliveries and services of KBB shall be governed by these general terms and conditions of sale.

### **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 the valid entrance fees and announce them at the box office and in the online-ticket shop.

By pressing the button “Bestellung abschließen” / “complete order” in the online-ticket shops of Berliner Festspiele and Haus der Kulturen der Welt, a binding offer to conclude the purchase contract is made. The purchaser subsequently receives a confirmation of the purchase by email. Payment takes place by credit card. Tickets purchased online will be either sent to the purchaser or can be collected from the ticket office.

By pressing the button “Bestellung abschicken” / “send order” in the online-ticket shop of Martin-Gropius-Bau, a binding offer to conclude the purchase contract is made. The purchaser subsequently receives a confirmation of the purchase by email including a print at home ticket. Payment is made by credit card. Tickets purchased online must be printed by the visitor and can not be collected from the ticket 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 released 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 exclude him from the performance.

The tickets are intended exclusively for personal use. With purchase of the tickets the purchaser makes a binding statement that he will not use them for other than personal purposes, especially not commercially or to make profit. 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
- pass on the tickets in a private transfer at a higher price than the purchase price
- 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 an appropriate 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 KBB has not caused the cancellation of the event or exhibition by intent or gross negligence, the visitor cannot claim further expenses, damages, and the online ticket fee.

If the tickets were purchased online, only 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. Right of revocation**

### **a. Exclusion of the right of revocation**

The right of revocation does not apply on contracts to perform services relating to leisure activities, if the contract specifies a particular date or period. That means that there is no right to revoke tickets purchased via telephone or in our web shop. Any order for tickets is therefore binding on the consumer once the order has been confirmed in accordance with Section 3 above, which means that the consumer has an obligation to accept and pay for the tickets ordered.

Furthermore, the right of revocation does not apply on contracts to supply audio or video recordings (or computer software) in a sealed package, if the seal is removed after delivery (Section 312g (2) Sentence 1 No. 6 BGB).

### **b. Revocation**

As a Consumer (Sec. 13 BGB [German Civil Code]) you have the right to revoke contracts to supply vouchers and goods which are concluded via telephone or our web-shops and are not mentioned above (5.a., in particular tickets) within fourteen days, without giving any reason. The 14-day revocation period begins on the day on which these goods are received by you, or by a third person named by you, other than the carrier. In order to exercise your right to revoke, you must notify us,

Ticket Office - Berliner Festspiele

Schaperstraße 24

10719 Berlin

T +49 30 254 89-100

F +49 30 254 89-230

[widerruf@kbb.eu](mailto:widerruf@kbb.eu)

of your decision to revoke the contract by means of a clear statement (e.g. by letter via postal mail, fax or email). You may use the specimen revocation form (see below 5.d.), but are under no obligation to do so. To keep within the revocation period, it is sufficient if you send your notification of exercising your right to revoke before the revocation period ends.

### **c. Legal consequences of revocation**

If you revoke a contract, we have to forthwith refund any payments we have received from you, including delivery charges (except for the additional costs resulting from your choosing a different form of delivery than the standard, most favorable form offered by us), by no later than fourteen days after the day on which we receive notification of your revocation of this contract. To make the refund, we use the same means of payment as you used for the original transaction, unless

explicitly agreed otherwise with you; you will not be charged anything for the refund. We may refuse to pay the refund until the goods have been sent back to us or until you have provided proof that you sent the goods back, depending on which is the earlier.

You must forthwith return or hand over the goods to us, in any case no later than fourteen days after the day on which you notified us of your revocation of the contract. The latter deadline has been met if you dispatch the goods before the 14-day period has expired. The direct costs for returning the goods must be borne by you. You do not have to pay for any loss in the value of the goods unless such loss in value is due to your handling the goods in a manner other than is necessary to inspect the condition, properties and functioning of the goods.

#### **d. Specimen revocation form**

If you wish to revoke the contract, please fill out the form below and return it to us.

### **6. Loss of tickets**

In case of the loss of the ticket, the visitor cannot demand damages. The box office may, but is not obliged to, issue a replacement ticket on a good-will basis, if the visitor shows probable cause for the loss of the specific ticket. The owner of an original ticket always takes privilege over the owner of a replacement ticket. The replacement ticket does not entitle its owner being seated elsewhere.

### **7. 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.

### **8. Cloakroom**

Coats may be taken into the auditorium or exhibition rooms 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. The cloakroom service is not available for 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.

## **9. 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.

## **10. 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.

## **11. 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.

By entering the venue all members of the audience, visitors of an exhibition or of any other event of the KBB consent to the filming and sound recording of themselves as members of the audience as well as to the broadcasting and publishing of these recordings without compensation.

## **12. 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 typically and reasonably predictable.

### **13. Data protection**

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

Business Management  
Kulturveranstaltungen des Bundes in Berlin GmbH  
Schöneberger Straße 15, 10963 Berlin  
Tel +49 (0)30 263 97-0

## Specimen revocation form

If you wish to revoke the contract, please fill out this form and return it to us.

Ticket Office - Berliner Festspiele  
Schaperstraße 24  
10719 Berlin  
Fax +49 30 254 89-230  
[widerruf@kbb.eu](mailto:widerruf@kbb.eu)

I/We (\*) hereby revoke the contract that I/We (\*) concluded to purchase the following goods (\*)/the following service (\*)

\_\_\_\_\_  
Ordered on (\*)/received on (\*)

\_\_\_\_\_  
Name of the consumer(s)

\_\_\_\_\_  
Address of the consumer(s)

\_\_\_\_\_  
Signature of the consumer(s) (only if notification is on paper)

\_\_\_\_\_  
Date

(\*) Please delete as applicable.