

# General Terms and Conditions for Advance Ticket Sales and Event Attendance

## Applicability

The following General Terms and Conditions apply to advance ticket sales and the organisation of and attendance at events of the Bach Archive Leipzig Foundation (Stiftung Bach-Archiv Leipzig) – hereinafter referred to as the 'Bach Archive'. These include in particular the events of Bachfest Leipzig, as well as all other events organised under the responsibility of the Bach Archive. If events are organised by third parties, this will be expressly stated in the advance notice. This applies in particular to events organised by the Leipzig Gewandhaus, the Mendelssohn House, the Schumann House and the Leipzig Opera as part of Bachfest Leipzig.

## I. Advance ticket sales

### § 1 Advance booking offices

Advance ticket sales on the Internet and telephone orders are made via our sales partner egocentric Systems GmbH. Tickets can be ordered by telephone at on 0341-9137 333 (Mon-Fri: 9-17 h CET). Online ticket orders can be placed at [www.bachfestleipzig.de](http://www.bachfestleipzig.de).

The processing and collection of the payment methods available for the online shop between the customer and the Bach Archive Leipzig – via purchase contracts concluded at [www.bachfestleipzig.de](http://www.bachfestleipzig.de) – is carried out by the service provider egocentric Systems GmbH. They also carry out the fulfilment (payment processing) and customer service as commissioned vicarious agents of Bach-Archiv Leipzig.

Tickets are also sold in advance via the Bach Museum shop and selected advance booking offices in Leipzig.

### § 2 Ticket prices

- (1) The ticket prices quoted are final prices including all fees.
- (2) The tickets remain the property of the Bach Archive until full payment has been received.

### § 3 Reductions

(1) If reduced-price tickets are offered, the reduced prices apply to the following groups of people: severely disabled persons (accompanying persons are entitled to a free seat if the severely disabled person's pass contains a corresponding note), unemployed persons and recipients of citizens' benefits, school pupils, trainees, students and federal volunteers. Holders of the Leipzig Pass receive a special discount.

(2) It is also possible to purchase a Climate Pass, with which tourist guests can voluntarily offset the CO2 emissions of their journey to the Bach Festival. This climate pass can be purchased at [www.bachfestleipzig.de](http://www.bachfestleipzig.de) and entitles the holder to purchase up to two tickets per event for the

Bachfest Leipzig at a 15% reduced price for selected events. It is not possible to combine with other discounts. The Climate Pass is non-transferable. The Climate Pass cannot be used for guided tours and events of the Bach Festival that are not organised under the responsibility of the Bach Archive. This applies in particular to events organised by the Leipzig Gewandhaus, the Mendelssohn House, the Schumann House and the Leipzig Opera.

(3) The above discount entitlements can only be taken into account if these were pointed out to the authorised person(s) before the ticket purchase. Tickets already purchased at the standard price cannot be exchanged for reduced-price tickets, even if a discount authorisation is presented at a later date.

#### § 4 Return of admission tickets

(1) It is not possible to return tickets that have already been purchased.

(2) In the event of cancellation or postponement of the event for which the Bach Archive is responsible, guests may cancel their ticket purchase and the ticket price will be refunded. Further damages will not be reimbursed. This does not apply if the cancellation or postponement was caused by gross negligence or intent on the part of the Bach Archive. The exact procedure for reimbursement will be announced at [www.bachfestleipzig.de](http://www.bachfestleipzig.de) as soon as a cancellation or postponement is necessary.

(3) In the event of a change of venue, tickets already purchased shall retain their validity. There is no entitlement to the event being held at a specific venue.

(4) The Bach Archive shall immediately announce the cancellation, as well as the postponement or relocation of events via its website [www.bachfestleipzig.de](http://www.bachfestleipzig.de).

(5) No replacement will be provided for cancelled tickets.

(6) A replacement ticket can be issued if the ticket is lost. For this purpose, it is necessary that guests can credibly prove which ticket they have purchased. Holders of original tickets have priority over holders of replacement tickets.

## II. Event attendance

#### § 1 Admission

(1) The admission ticket entitles the holder to one visit to the event specified on the ticket.

(2) Reduction authorisations must be presented at the entrance without being asked. If guests are unable to present the proof, it is possible to pay the difference to the normal price if a box office is available. Otherwise, there is no entitlement to attend the event or to a refund of the ticket price.

(3) Admission is generally 45 minutes before the start of the event. If guests do not arrive in time for the start of the event, they are not entitled to attend the event. A later admission is at the discretion of the venue staff and is regularly only possible during the breaks.

### § 3 Cancellation of the event

If an event is cancelled prematurely, there is only a right to a refund if the cancellation takes place before the first break or (if no break is planned) before reaching half of the planned duration of the event). Ticket returns see I § 4 (2).

#### § 3a. Special regulations for the open-air events

A weather risk cannot be ruled out for the open-air events at the Bachfest. In the event of rain or an unclear weather situation (e.g. heavy rain or thunderstorms) the event may be cancelled.

After 1/2 the duration of the event, the performance is deemed to have been played; in the event of an earlier cancellation the admission fee will be refunded, see I § 4 (2).

### § 4 Visual obstructions

The events of the Bach Archive take place predominantly in authentic performance venues. Due to the architectural conditions of the rooms and the resulting performance conditions, there may be partial visual obstructions in seats of all categories. This does not lead to a right of cancellation or to reduction claims by guests.

### § 5 Cloakroom liability

The Bach Archive is not obliged to provide a guarded cloakroom for the events it organises. If a guarded cloakroom is not available, the Bach Archive shall have no duty of care in this respect. If the Bach Archive provides cloakrooms and cloakroom staff, the Bach Archive shall only be liable for damage or the loss of the cloakroom in the event of wilful intent or gross negligence.

### § 6 Image and sound recordings

(1) The Bach Archive prohibits the making of image and/or sound recordings of any kind during the event, including for private purposes. In the event of non-compliance, guests may be expelled from the venue.

(2) If image and/or sound recordings of Bach Archive events are made for TV, Internet, print media by persons authorised to do so by the Bach Archive, guests agree by participating in the event that they may make image and sound recordings and that these recordings may be broadcast or published without entitlement to remuneration.

### § 7 Domiciliary rights

Domiciliary rights are the responsibility of the organiser and their representatives, who use their vicarious agents, in particular concert service personnel, to exercise them.

The instructions of the staff at the venues must be followed.

Guests may be refused entry to the venue if there is reason to believe that they will disrupt the performances or cause a nuisance to staff or other guests. Guests may be ejected from performances if they disrupt their schedule, disturb other guests or have taken a seat for which

they cannot present a valid admission ticket. Admission may also be denied to guests who have repeatedly violated these General Terms and Conditions. These guests are not entitled to a refund of the admission fee already paid or to any other compensation for damages or expenses.

It is not permitted to offer admission tickets for sale at the entrance area.

Mobile phones and other technical devices with acoustic signals must be switched off during the performance.

### III General provisions

#### § 1 Exclusion of liability

The Bach Archive is fully liable for damages resulting from injury to life, limb or health. The Bach Archive shall also be liable without limitation for the breach of material contractual obligations (cardinal obligations).

Otherwise, the Bach Archive's liability is limited to wilful intent and gross negligence.

#### § 2 Final provisions

(1) The place of fulfilment for all obligations of both contractual parties is Leipzig, insofar as the contractual partner is a merchant, a legal entity under public law or a special fund under public law.

(2) If the contractual partner is a merchant, a legal entity under public law or a special fund under public law or if the contractual partner has no general place of jurisdiction in Germany or if the contractual partner has relocated its place of residence or habitual abode outside the area of application of the Code of Civil Procedure after conclusion of the contract or if its place of residence or habitual abode is not known at the time the action is filed, the place of jurisdiction for all disputes arising from the contractual relationship shall be Leipzig.

(3) Should individual provisions of these General Terms and Conditions be invalid, this shall not affect the validity of the remainder of the contract.

(4) The German text of these Terms & Conditions is binding.