

General terms and conditions of Staatstheater Darmstadt

1 Scope

These general terms and conditions govern the legal relationship between Staatstheater Darmstadt, Georg-Büchner-Platz 1, 64283 Darmstadt, and its customers. Purchase of products such as tickets, subscriptions, vouchers or other articles shall be deemed to imply acceptance of the present contractual stipulations. In case of subscriptions, the general terms and conditions for subscriptions of Staatstheater Darmstadt, as amended, shall apply as well. The present general terms and conditions apply to customers of Theatering Darmstadt e. V. unless otherwise agreed.

The general terms and conditions do not apply to products sold by Staatstheater Darmstadt on behalf of other organisers. In such cases, there is a direct contractual relationship between the customer and the third-party organiser. In case of third-party events held on the premises of Staatstheater Darmstadt the present general terms and conditions shall only apply in as far as the general terms and conditions of the third-party organiser do not contain any stipulation to the contrary.

The visitor regulations also apply in case of third-party events held on the premises of Staatstheater Darmstadt.

2 Offer

The offer of Staatstheater Darmstadt is non-binding. Errors and changes are excepted. Information on the cast and on surtitles is mere information on the planning of Staatstheater Darmstadt and not a binding component of the offer. As a general rule, the prices never include additional services.

Prices charged by external ticket agencies or when purchasing products on the internet may be higher as additional fees may be applied.

Staatstheater Darmstadt does not warrant for any advertisement and publications, in particular if these are made by third parties such as the press. Any claims for damages are expressly excluded.

Information on discounts can be found on the website of Staatstheater Darmstadt as well as at its advance booking office and box office. Discounts are granted to entitled persons upon submission of an appropriate proof of eligibility. If the submitted proof does not include a photograph, an identity card must be submitted as well.

Discounts are only granted if customers request so before concluding the contract. No discounts will be granted once the purchase has been concluded. It is not possible to combine several discounts. No discounts are granted for fees.

In order that a discounted ticket may be used by a visitor who cannot prove his/her entitlement to discounts at the ticket control or who is not entitled to discounts at the time of the performance, the difference to the regular price has to be paid at the box office.

3 Sale

Any offer to enter into a contract shall be made by the customer.

When products are sold in person at the advance booking office or box office of Staatstheater Darmstadt, the contract of purchase is concluded when the purchase is carried out. Products and change are to be checked immediately as mistakes cannot be rectified later.

If a customer requests reservation of tickets, Staatstheater Darmstadt can grant a purchase option for the desired tickets. The deadline for purchase of the tickets will be notified upon confirmation of reservation. Once the deadline has expired, Staatstheater Darmstadt may freely dispose of these tickets. Tickets remain the property of Staatstheater Darmstadt until payment is made in full.

In case of options for resellers such as travel organisers it may be agreed that the resellers have to pay a cancellation fee if they do not use the option.

By placing an order (in writing, by email, by phone, via the internet shop) the customer submits a binding purchase offer for the designated products and accepts the present general terms and conditions.

Only tickets that have been paid will be available for collection at the box office. Tickets not collected will not be refunded.

Upon request, Staatstheater Darmstadt can send paid tickets by mail against payment of a shipping fee. If Staatstheater Darmstadt sends tickets, subscription cards, vouchers or other products to customers, the risk of loss lies with the customer. Staatstheater Darmstadt shall not be liable for replacement. No warranty is assumed for timely mail delivery.

If customers have granted a SEPA direct debit authorisation to Staatstheater Darmstadt, outstanding claims can be paid by direct debit. The period of notice is reduced to 5 days. The customers agree to provide for sufficient funds in their accounts. Any bank fees charged for reversal transfer of a legitimate direct debit caused by objection or insufficient funds must be refunded by the customer to Staatstheater Darmstadt in addition to the original claim. In case of delayed payment, Staatstheater Darmstadt reserves the right to claim interest at a rate of 5 % above the base interest rate defined in sec. 247 BGB. Staatstheater Darmstadt may demand a processing fee of 5 € for each reminder. If payments are not honoured, no new orders can be placed as long as claims remain outstanding.

If purchases are made via external ticket agencies, the terms and conditions of such tickets agencies may apply as well. Staatstheater Darmstadt shall not be liable for the validity of tickets sold by external ticket agencies or for the latter's services or prices.

Staatstheater Darmstadt sells products to end customers only, i.e. the end customers acquire the products in their own name and for their own account only at the advance booking office or box office or in the online shop of Staatstheater Darmstadt or from ticket agencies authorised by Staatstheater Darmstadt. Any professional or commercial procurement or resale of products without the prior written consent of Staatstheater Darmstadt is not permitted. This also includes so-called brokerage by third parties offering products of Staatstheater Darmstadt to end customers with a mark-up fixed by the broker. In case of contravention against these restrictions Staatstheater Darmstadt may demand a contractual penalty amounting to a maximum of 15,000 Euros from the broker or re-seller of products. This stipulation shall not apply to the resale of products without the intention of making profit.

Gift vouchers shall be valid for 36 months from the end of the year in which they were issued. If, upon redemption, the value of the acquired product exceeds the value of the voucher, the customer must pay the difference. In all other cases the customer will receive a new voucher in the amount of the difference.

4 Return of tickets

Staatstheater Darmstadt will neither take back nor exchange purchased tickets. Expired tickets as well as expired or lost products (including exchange vouchers, vouchers for flexible subscriptions, other vouchers or discount coupons) will not be replaced. Furthermore, Staatstheater Darmstadt will not offer compensation if voucher codes are used by unauthorised third parties.

With programme changes (another play is performed instead of the play announced upon purchase of the tickets), if a performance is discontinued during the first two thirds of the performance or if the performance is cancelled, the tickets will be taken back and the purchase prices refunded; if the performance is changed, this shall apply until the respective performance starts. Tickets purchased at external ticket agencies must be returned to the external tickets agencies in such cases. Damages (for example for incurred travel costs) shall not be paid even if Staatstheater is responsible for the change, the discontinuation, the cancellation of the performance or the misperformance.

A change of the scheduled cast, discontinuation of a performance during the last third and short-term changes in the course of the performance shall not entitle to return the tickets. Exceptions to this are changes concerning announced guest artists in performances for which a higher entrance fee is charged.

No legal claims arise in case of cancellation on account of force majeure.

If a ticket is lost Staatstheater Darmstadt will issue a replacement ticket if the buyers can indicate the exact seat number and prove or show probable cause that they purchased the respective ticket. If both the original ticket and the replacement ticket for the same seat are presented by different visitors, the holder of the original ticket has priority over the holder of the replacement ticket. In such cases, the replacement ticket does not entitle to taking up another seat. The entry staff will not verify if the holder of the original ticket is the legitimate holder.

Surtitles are not part of the offer of Staatstheater Darmstadt. Non-existence of surtitles or poor or no visibility of the surtitle installation cannot give rise to a return of the tickets or a reduction of the ticket price.

5 Use of the internet shop

Customers may use the internet shop of Staatstheater Darmstadt to purchase products. They agree not to disclose their internet shop access data to third parties and to keep these data in a safe place. Staatstheater Darmstadt shall not be liable for any damage caused to customers by unauthorised third-party use of their customer account.

6 Data privacy

Personal details from orders placed by phone or in writing (including by fax or email), from online purchases or purchases made in person at the advance booking office or the

box office will be automatically collected, processed and used in compliance with the German federal data protection act or regional data protection act in the scope required for initiating, executing and terminating the contract with the customer. Further details on the handling of your personal data in case of online purchases via the portals of our theatre are stated in our data privacy statement; the current version can be found on the website of Staatstheater Darmstadt or can be made available upon request.

If you have a customer account at Staatstheater Darmstadt, we would like to inform you by post about the offerings of Staatstheater Darmstadt and its cooperation partners in future. You can object to this use of your data at any time. All you need to do is to send a short message by e-mail to vorverkauf@staatstheater-darmstadt.de. You can also contact our advance booking office by telephone on 06151 2811-600, by fax on 06151 2811-376 or by post at the address given.

7 Liability

Staatstheater Darmstadt shall not be liable for any damage to persons or property suffered by a visitor on the premises of Staatstheater Darmstadt. As far as liability for damages is excluded in the present general terms and conditions, this shall not apply to damage caused by wilful or grossly negligent behaviour of Staatstheater Darmstadt, its representatives or vicarious agents or by an injury of life, limb and health caused by these groups of people.

8 Visitor regulations

The visitor regulations of Staatstheater Darmstadt, as amended, which are posted in the foyer apply on the premises of Staatstheater Darmstadt.

A ticket holder occupying another seat than his/her own has to pay subsequently the difference between the ticket price and the price for the seat actually taken. If the visitor refuses to return to the seat allocated on the ticket respectively to pay the difference between the two seats, he/she may be removed from the performance.

9 Additional stipulations

Only the laws of Germany shall apply. This also applies to sales via the internet. Place of fulfilment and place of jurisdiction shall be Darmstadt. This also applies to the provision of ordered products.

Any individual agreements made in addition or in deviation from these general terms and conditions must be in writing to be effective and must be signed by the theatre management on behalf of Staatstheater Darmstadt.

We do not participate in a dispute settlement procedure before a consumer arbitration service.

If any stipulation of these general terms and conditions is ineffective, it shall be replaced by an effective stipulation which comes as close as possible to the original stipulation with respect to its content and the economical sense.

10 Right of withdrawal

As far as Staatstheater Darmstadt offers services from the leisure sector (theatre performances), sec. 312 g paragraph 2 no. 9 of the German Civil Code (BGB) shall apply according to which the right of withdrawal within two weeks is excluded even for purchases made by phone, in writing or by electronic means. Consequently, any order placed for tickets and subscriptions is binding with immediate effect in accordance with the existing regulations on acceptance and payment of ordered tickets and subscriptions.

As far as Staatstheater Darmstadt offers audio or video recordings or computer software in a sealed package, sec. 312 g paragraph 2 no. 6 of the German Civil Code (BGB) shall apply, after which the right to withdrawal expires, if the sealing has been removed upon delivery.

In case of purchasing goods, not covered by the exceptions mentioned, from us by means of an off-premises contract or a distance contract, you have a right to withdrawal, of which we inform you in the following.

The following text is only available in German.

Widerrufsbelehrung

Widerrufsrecht

Sie haben das Recht, binnen vierzehn Tagen ohne Angabe von Gründen diesen Vertrag zu widerrufen.

Die Widerrufsfrist beträgt vierzehn Tage ab dem Tag, an dem Sie oder ein von Ihnen benannter Dritter, der nicht der Beförderer ist, die Waren in Besitz genommen haben bzw. hat.

Um Ihr Widerrufsrecht auszuüben, müssen Sie uns (Staatstheater Darmstadt, Georg-Büchner-Platz 1, 64283 Darmstadt, Telefon 06151 2811-600, Telefax 06151 2811-376, vorverkauf@staatstheater-darmstadt.de) mittels einer eindeutigen Erklärung (zum Beispiel ein mit der Post versandter Brief, Telefax oder E-Mail) über Ihren Entschluss, diesen Vertrag zu widerrufen, informieren. Sie können dafür das beigefügte Muster-Widerrufsformular verwenden, das jedoch nicht vorgeschrieben ist.

Zur Wahrung der Widerrufsfrist reicht es aus, dass Sie die Mitteilung über die Ausübung des Widerrufsrechts vor Ablauf der Widerrufsfrist absenden.

Folgen des Widerrufs

Wenn Sie diesen Vertrag widerrufen, haben wir Ihnen alle Zahlungen, die wir von Ihnen erhalten haben, einschließlich der Lieferkosten (mit Ausnahme der zusätzlichen Kosten, die sich daraus ergeben, dass Sie eine andere Art der Lieferung als die von uns angebotene, günstigste Standardlieferung gewählt haben), unverzüglich und spätestens binnen vierzehn Tagen ab dem Tag zurückzuzahlen, an dem die Mitteilung über Ihren Widerruf dieses Vertrags bei uns eingegangen ist. Für diese Rückzahlung verwenden wir dasselbe Zahlungsmittel, das Sie bei der ursprünglichen Transaktion eingesetzt haben, es

sei denn, mit Ihnen wurde ausdrücklich etwas anderes vereinbart; in keinem Fall werden Ihnen wegen dieser Rückzahlung Entgelte berechnet. Wir können die Rückzahlung verweigern, bis wir die Waren wieder zurückerhalten haben oder bis Sie den Nachweis erbracht haben, dass Sie die Waren zurückgesandt haben, je nachdem, welches der frühere Zeitpunkt ist.

Sie haben die Waren unverzüglich und in jedem Fall spätestens binnen vierzehn Tagen ab dem Tag, an dem Sie uns über den Widerruf dieses Vertrags unterrichten, an uns zurückzusenden oder zu übergeben. Die Frist ist gewahrt, wenn Sie die Waren vor Ablauf der Frist von vierzehn Tagen absenden. Sie tragen die unmittelbaren Kosten der Rücksendung der Waren. Sie müssen für einen etwaigen Wertverlust der Waren nur aufkommen, wenn dieser Wertverlust auf einen zur Prüfung der Beschaffenheit, Eigenschaften und Funktionsweise der Waren nicht notwendigen Umgang mit ihnen zurückzuführen ist.

Muster-Widerrufsformular

(Wenn Sie den Vertrag widerrufen wollen, dann füllen Sie bitte dieses Formular aus und senden Sie es zurück.)

An Staatstheater Darmstadt
Georg-Büchner-Platz 1
64283 Darmstadt
Telefax 06151 2811-376
vorverkauf@staatstheater-darmstadt.de

Hiermit widerrufe(n) ich / wir (*) den von mir / uns (*) abgeschlossenen Vertrag über den Kauf der folgenden Waren (*) / die Erbringung der folgenden Dienstleistung (*)

Bestellt am (*) / erhalten am (*)

Name des / der Verbraucher(s)

Anschrift des / der Verbraucher(s)

Unterschrift des / der Verbraucher(s) (nur bei Mitteilung auf Papier)

Datum

(*) Unzutreffendes streichen.

11 Coming into force

These general terms and conditions enter into effect upon commencement of the pre-sale of tickets for the season 2018 | 2019 and replace the previous version of the general terms and conditions of 19th April 2017.

Darmstadt, 1st May 2018
Staatstheater Darmstadt

Visitor regulations of Staatstheater Darmstadt

Preamble

These visitor regulations shall apply to all persons who stay in the public areas of Staatstheater Darmstadt. Customers of Staatstheater Darmstadt have accepted them by accepting the general terms and conditions, they shall apply to other visitors by virtue of the domiciliary right of Staatstheater Darmstadt.

The aim of these visitor regulations is to ensure all visitors have a pleasant theatre night and a moving enjoyment of art. Unlike film screenings or pop concerts, performances of Staatstheater Darmstadt usually get by without amplification and big screens. In order to be able to perceive all facets of a work in this situation of direct experience, a concentrated atmosphere is necessary. Every unexpected perception automatically catches the visitor's attention and directs it away from the events onstage. Therefore, Staatstheater Darmstadt aims as far as possible at silence, motionlessness and darkness in the auditoriums during the performances.

1

Entrance to the events is only permitted with a valid ticket. Only the tickets and subscription cards of Staatstheater Darmstadt, its cooperation partners and the associated advance booking offices entitle to entrance. The ticket respectively the subscription card as well as for discounted tickets the corresponding credential with a photograph or in combination with a photo identity card shall be presented to the staff at the entrance. Every ticket entitles one person to attend one performance.

Tickets, purchased via the Internet and printed at home, must not be copied; only the first visitor who presents the ticket at the entrance is entitled to entrance.

For safety reasons and in the interest of the artists and the other visitors, after the beginning of the performance visitors may only be admitted to the auditorium at a suitable moment determined by the artistic direction in each case (for example at a screen change or a break) and without right to the seat indicated on the ticket. The same shall apply if visitors leave the auditorium during a performance or want to enter the auditorium late after the break. The visitors have to follow the instructions of the staff at the entrance regarding the moment of admission as well as the next available seat. For individual performances, late admittance may be excluded entirely. There is no right to late admittance.

2

Smoking is not permitted in Staatstheater Darmstadt.

3

Any type of recording (for example photographs, films, sound recordings) at the performances and in the auditoriums of Staatstheater Darmstadt is prohibited for reasons of copyright law and out of consideration for the participating artists and the other visitors, unless, a written permission is given by the theatre management. This shall also apply when the recordings are intended for private use. Violations may not only cause

claims for damages, but are also punishable. Therefore, it is prohibited to take along recording devices of any kind into the auditoriums of Staatstheater Darmstadt. In the event of violations, visitors may be excluded from the performance. The staff at the entrance is entitled to collect recording devices of any kind and other technical devices under exclusion of any liability and to keep them until the end of the performance. Recordings of parts of the performance are confiscated and kept by Staatstheater Darmstadt. They shall be returned to the owner only if he/she agrees to delete recordings beforehand.

In case that Staatstheater Darmstadt records a performance or an event or has it recorded, the visitors shall agree to the possibility of being filmed and / or recorded and to having such recordings published respectively utilized without any right to remuneration.

4

The use of mobile phones for any purpose (for making phone calls, writing or reading text messages, playing games, surfing the Internet, looking at the clock et cetera) is prohibited during performances and in the auditorium of Staatstheater Darmstadt. Mobile phones have to be completely switched-off. Our recommendation: Allow yourself the luxury of an evening on which you are not available and leave your mobile phone at home. Also, other devices of any kind that emit electromagnetic radiation in not negligible strength or acoustic or optical signals, may only be brought into the auditorium when switched-off. Hearing aid devices are exempted from this rule.

5

With the purchase of a ticket the visitor has the right to the seat or wheelchair space indicated on the ticket. A change of seat to an empty seat is – even after the break – only permitted with the consent of the staff at the entrance. In case a visitor has taken a seat for which he/she does not possess a valid ticket, Staatstheater Darmstadt may charge the difference or remove the visitor from the performance. If the seat indicated on the ticket cannot be made available for technical or artistic reasons, the staff at the entrance allocates the visitor an adequate substitute. At events with free seating, every visitor chooses his own seat.

6

Taking along pieces of wardrobe (coats, umbrellas, big bags from approx. 40 cm x 40 cm x 20 cm et cetera) to the seats is not permitted pursuant to the Ordinance on Places of Assembly (VStättV). Also, walking aids and other similar objects may only be taken into the auditorium if it is ensured that they cannot disturb the traffic routes in the event of an evacuation. Staatstheater Darmstadt makes lockers available to its visitors that they may use at their own risk. Staatstheater shall not be liable for lost or damaged clothes, neither for the loss of objects in the theatre building. The lockers may only be used for the time of a performance visit.

7

The visitor shall be liable to the theatre for the loss of the key for a locker to the extent that he/she shall pay for the costs of the replacement purchase and the necessary change of the lock. This shall also apply if a visitor permanently occupies a locker. The keys for the lockers may not be removed from Staatstheater Darmstadt.

8

It is not possible to bring along children under the age of 4 years to performances, since all previous experiences show that otherwise it cannot be expected that the performance proceeds undisturbed. Performances for children with an explicit age statement are exempted from this.

9

It is not permitted to bring animals into the area of the foyer and the auditorium.

10

It is not permitted to sit on the balustrades and the end walls of the foyer or to put down bottles and glasses on them. The foyer and cloakroom area is also not intended for use in play by children. The use of skateboards, inline skates, bicycles and other playground equipment in Staatstheater Darmstadt is prohibited.

11

The instructions of the staff at the entrance and the control staff must be followed. In the case of fire or other hazardous situations, visitors must leave the house immediately and directly through the marked exits and emergency exits.

12

During performances of Staatstheater Darmstadt there is always a responsible employee present who provides information and receives complaints. During his/her evening service, he/she exercises the domiciliary right in representation of the theatre management. He/she is entitled, within the limits of the domiciliary right, to issue a reprimand respectively a house ban or to take other appropriate measures. In particular, visitors may be removed from performances, if they disrupt the performance, harass other visitors or have violated in some other way and seriously or repeatedly the general terms and conditions or the visitor regulations. The entry can be refused despite a valid ticket, when there are reasonable grounds to presume that the visitor will disturb the performance or harass other visitors (for example, due to strong alcohol consumption or dirty clothes). In these cases there is no right for a refund of the ticket price.

13

Objects of any kind found on the premises of Staatstheater Darmstadt must be handed over to the staff present during the evening performance. The staff present during the evening performance has to be informed immediately about the loss of objects. The objects are initially kept in Staatstheater Darmstadt and handed over to the public lost property office after a reasonable storage period.

14

The consumption of food and drinks brought along is not permitted in the foyers of Staatstheater Darmstadt. It is also not permitted to take food and drink into the auditorium and consume it there.

15

Staatstheater Darmstadt shall not be liable for any damage to persons or property suffered by a visitor on the premises of Staatstheater Darmstadt. As far as liability for damages is excluded or limited in the present visitor regulations, this shall not apply to damage caused by wilful or grossly negligent behaviour of Staatstheater Darmstadt, its representatives or vicarious agents or by an injury of life, limb and health caused by these groups of people.

State of the visitor regulations of September 1st, 2014

Staatstheater Darmstadt | Georg-Büchner-Platz 1 | 64283 Darmstadt
Karsten Wiegand | artistic director | Jürgen Pelz | managing director
Sparkasse Darmstadt | BIC HELADEF1DAS | IBAN DE08 5085 0150 0002 0018 88
Tax identification number | 007 250 604 49 | VAT ID no. | DE 111 672 057

Advance booking and subscriber services | Tuesday to Friday from 10 until 18 o'clock | Saturday from 10 until 13 o'clock | Telephone 06151 2811-600 | Telefax 06151 2811-376 | vorverkauf@staatstheater-darmstadt.de | www.staatstheater-darmstadt.de | The entrance of the advance booking office is in Hängelstraße at the height of Saalbaustraße.

Box office | For performances in Großes and Kleines Haus 1 hour before the performance begins, for performances in Kammerspiele and in the bar of the Kammerspiele ½ hour before the performance begins.