

## General Terms and Conditions of Travel of Festspielhaus und Festspiele Baden-Baden gGmbH for travel events

In cases in which Festspielhaus und Festspiele Baden-Baden gGmbH (hereinafter "Organizer") operates a package tour within the meaning of Section 651 a BGB (German Civil Code) on its own responsibility and offers it in its own name, the legal relationship between the customer and the Organizer is regulated in accordance with the General Terms and Conditions of Travel below and Sections 651 a ff. BGB (German Civil Code).

### 1. Conclusion of the travel contract

By registering in writing, in person, or by phone, the customer makes a binding offer to the Organizer to conclude a travel contract. The receipt of the customer's registration shall immediately be confirmed electronically. Registration by the customer shall also take place for all the participants listed in the registration, and the customer shall be responsible for their contractual obligations as well as for his or her own obligations insofar as he or she has assumed a separate obligation to this effect in the form of an express separate declaration. The contract shall be concluded when the Organizer accepts the registration. Such acceptance does not require any particular form. On or immediately after the conclusion of contract, the customer shall receive the confirmation of travel, which can be issued in writing or electronically on a durable medium. If the details of the travel confirmation differ from the registration, the travel confirmation shall constitute a new offer from the Organizer, by which the Organizer shall be bound for ten days and which the customer can accept within this period by means of an express declaration, the payment of a deposit, the payment of the balance, or by commencing the trip. After the contract has been concluded, the text of the contract will be stored by the Organizer and will be handed over to the customer on request. The contractual language is German. The Organizer shall inform the customer, before the customer confirms his or her agreement with the terms, pursuant to Article 250 Sections 1 to 3 of the Introductory Law to the German Civil Code (EGBGB).

### 2. Payment

Payments of the price of travel before the package tour has ended are to be made only when there is a valid contract of guarantee for the customer's money and when the name and bank details of the guarantor were provided to the customer clearly, understandably, and in a prominent manner. The financial guarantee certificate will be sent to the customer together with the confirmation of travel. A deposit of 20% of the invoice amount is due for payment on the conclusion of contract and the handover of the financial guarantee certificate. The balance of payment is due four weeks before the departure date. If contracts are concluded less than four weeks before the departure date, the full price is payable immediately. After receipt of payment, we will send the customer the travel documents (vouchers, tickets, etc.) around two weeks before the departure date. The customer must check all the documents received for correctness regarding those details which are within the sphere of the customer concerned and of the participants listed in the registration. The customer must assert any complaints to the Organizer immediately. No account can be taken of later complaints. If for reasons of time it should no longer be possible to send the travel documents out, they will be kept at the box office of the Festival Hall Baden-Baden.

### 3. Services

The contractual scope of services derives from the details in the confirmation of travel. If the Organizer uses brochures, the scope of services derives from the travel descriptions in the respective brochure. The details contained in the corresponding publication are binding upon the Organizer. However, the Organizer expressly reserves the right to declare a change to the details in the brochure before the conclusion of contract; the customer will be informed of this before booking.

### 4. Dispatch of travel documents

The travel documents will be sent to the address provided by the customer. Partial deliveries are permissible provided these are reasonable for the customer. The Organizer should be informed immediately if the customer has not received the travel documents by seven days before the departure date at the latest.

### 5. Changes to the service and price after the conclusion of contract

Changes to individual travel services and departures from the agreed content of the travel contract which become necessary after the conclusion of contract and are not introduced by the Organizer contrary to good faith are permitted, provided they are insignificant and do not adversely affect the overall nature of the trip booked. The Organizer must immediately inform the customer of changes in the terms of contract on a durable medium and clearly, understandably, and in a prominent manner. A change is only valid when it meets these conditions and is declared prior to the commencement of the contract. In the event of insignificant changes to the program and the cast after the conclusion of contract, the booked trip shall remain in place with the changed cast or the changed program. In this case, the customer does not have any right of withdrawal from the trip. When due to circumstances occurring after the conclusion of the contract, the Organizer can only provide the travel service to the client by altering one of the essential characteristics of the travel service, or by departing from special provisions of the customer that form part of the contract, the Organizer can offer a corresponding price increase and require for the customer, within an appropriate time frame, to (i) accept the price increase or (ii) withdraw from the contract. Optionally, the Organizer can also offer a different package tour (replacement tour). After the expiry of the time period determined by the Organizer, the offer of a price increase or other changes in the contract

is deemed to be accepted.

### 6. Withdrawal/termination and change of booking by the customer/ substitute person

The customer can withdraw from the trip at any time before the departure date. If the customer withdraws from the travel contract, or if he or she does not commence the trip, the Organizer can demand a flat-rate withdrawal fee as appropriate compensation for the travel arrangements made and the Organizer's expenses. This does not apply to termination due to force majeure within the meaning of Section 651 h Para. 3 BHB. The customer must declare his or her withdrawal to the Organizer in writing. These flat-rate withdrawal costs per registered participant are:  
Up to the 30th day before departure date:  
15% of the price of the trip,  
from the 29th to 15th day before departure date:  
40% of the price of the trip,  
from the 14th to 7th day before the departure date:  
50% of the price of the trip,  
from the 6th to the 1st day before the departure date:  
80% of the price of the trip,  
from the date of departure: 95% of the price of the trip.  
The effective date for the calculation of the flat-rate withdrawal fee is the date on which the customer's declaration of withdrawal is received by the Organizer. The Organizer can assert higher damages than those agreed in the flat-rate withdrawal fee if it provides evidence of these. Within an appropriate time frame before the departure date, the customer can declare on a durable medium that instead of him or her, a third party shall succeed to the rights and obligations flowing from the package travel contract. In each case the declaration is in due time when it reaches the Organizer no later than seven days before the departure date. The Organizer can refuse entry of the third party if he or she does not meet the demands stipulated in the travel contract. When a third party enters into the contract, he/she and the customer are jointly and severally liable to the Organizer for the price of the trip and for the additional costs incurred by the entry of the third party. The Organizer can claim reimbursement of additional charges only if, and to the extent that, they are actually and reasonably incurred. The Organizer must provide proof to the customer of the amount of additional charges incurred through the entry of the third party. If the customer wishes to change his or her booking in respect of the date of travel, accommodation, form of catering, or method of transport, provided it is feasible account will be taken of this up to 30 days before the departure date in return for a processing fee of € 25 per person and any additional costs arising. After this period has expired, the customer's wishes to change his or her booking can only be dealt with after he or she has withdrawn from the travel contract in accordance with the aforementioned conditions and simultaneously made a new booking. Exceptions from this are the means of transport and the form of catering. The agreed processing fee will continue to apply here.

### 7. Withdrawal by the Organizer

The Organizer can withdraw from the contract before the departure date in the following cases: (i) When fewer people have registered for the travel package than the minimum number of participants specified in the contract; in this case the Organizer shall declare withdrawal at the latest 20 days before the departure date for a trip duration of more than six days, seven days before the departure date for a trip duration of at least two and at most six days, and 48 hours before the departure date for a trip duration of fewer than two days. (ii) The Organizer is prevented from complying with the contract due to unavoidable and exceptional circumstances; in this case the Organizer shall declare withdrawal immediately upon learning of the reason for withdrawal. If the Organizer withdraws from the contract, he loses any claim to the agreed-upon trip fee. If due to withdrawal, the Organizer is liable to reimburse the trip fee, he shall do so within 14 days after the withdrawal.

### 8. Guarantee/redress/withdrawal

If it is not possible or reasonable for the customer for redress for a deficiency to be provided via the respective service provider, the customer shall be obliged to immediately inform the Organizer of any deficiencies occurring and request redress. The Organizer can refuse to provide such redress if this is impossible or requires disproportionate expense. Insofar as the deficiencies relate to a substantial portion of the travel services and the Organizer is not obliged to provide redress, the Organizer shall provide redress in the form of appropriate compensation in accordance with Section 651 k Para. 3 BGB. A withdrawal by the customer from the travel contract on account of a deficiency in the trip which has a substantial adverse effect on the trip is only permissible if the Organizer does not provide any reasonable redress after being given an appropriate period to do so by the customer. No such period is required if redress is impossible, is refused by the Organizer, or if immediate withdrawal is justified by a particular interest of the customer.

### 9. Filing of claims/limitation period/cession

The customer shall immediately inform the Organizer of any deficiencies in writing at the following address:  
Festspielhaus und Festspiele Baden-Baden gGmbH,  
Beim Alten Bahnhof 2, 76530 Baden-Baden.  
If the Organizer was unable to provide redress because, due to a culpable omission, it was not informed, the customer is not entitled to demand a reduction according to Section 651 m BGB or compensation according to Section 651 n BGB. Service providers, tour operators and other local agencies are not authorized to accept notice of claims. The time limit is only granted if the customer's declaration is received before the time limit expires, unless the customer has been prevented from complying with the time limit through no fault of his or her own. Apart from claims in his or her own name, the aforementioned claims can also be registered by the customer for family members traveling with him or her, or in the name of travel participants who were represented by the customer when registering for the trip. The traveler's contractual claims on account of deficiencies in the trip according to Section 651 i Para. 3 BGB shall expire in accordance with the statutory authorization (Section 651 i BGB) in one year, calculated from the day the travel package is to end according to the contract. If the last day of this period falls on a Sunday, on a nationally recognized, general public

holiday at the place of declaration, or on a Saturday, the next working day shall be deemed to be the end of the period. If the customer has asserted such claims, their expiry is blocked until the day on which the Organizer definitively rejects the claims in writing. The cession of claims against the Organizer is excluded.

### 10. Limitation of liability

The Organizer's contractual liability for damages that are not physical injuries is limited to three times the price of travel insofar as damage to the customer is not culpably caused. No claim to compensation can be made insofar as the deficiency is caused by the customer or a third party who is neither the service provider nor involved in any other way in providing the travel service stipulated in the package travel contract, and was not foreseeable or was unavoidable for the Organizer or was caused by unavoidable and exceptional circumstances. Liability for fault and personal injury remains unaffected.

### 11. Events at the Festival Hall Baden-Baden

Customers are forbidden to make sound, photo, film, or video recordings. Once the event has started, customers can only enter the hall as appropriate during a break for late admissions. The instructions of the personnel must be followed. If a customer leaves the room or site of the event after being admitted or during a break, or if the tear-off section of the ticket is removed by a third party instructed by the Organizer, the ticket shall lose its validity.

### 12. Place of jurisdiction/applicable law

The Organizer's registered office is the competent place of jurisdiction, and this contract shall be governed by German law, though in both cases only insofar as the customer is a merchant.

### 13. Passport, visa, customs, foreign currency, and health regulations

The Organizer shall inform citizens of the EU member state in which the trip is offered about the provisions of the regulations concerning passports, visas, and health before the departure date, as well as any changes to these. Nationals of other states should obtain information from the embassies/consulates responsible for them. It is assumed that no special circumstances (e.g. dual citizenship, statelessness) apply to the customer and other participants. The Organizer is not liable for the necessary visas being issued by the respective diplomatic representation and received in good time. The Organizer is not responsible for compliance with customs and foreign currency regulations.

### 14. Information about possible insurance policies

The Organizer wishes to point out that it is possible to take out travel cancellation and luggage insurance and also travel health insurance.

### 15. Severability clause

The ineffectiveness of individual provisions of the travel contract does not affect the effectiveness of the travel contract otherwise. The same applies to these General Terms and Conditions of Travel.

*Version of June 2018*