

General Terms and Conditions

This English version of the German AGB document is intended to inform and assist international visitors. In any matters of dispute, the original German version takes precedent.

1. Jurisdiction

These terms and conditions regulate the legal relationships between visitors to events and exhibitions in all areas of operation at the Akademie der Künste (AdK). All offers, purchase orders, deliveries and services are subject to these General Terms and Conditions (GTC/AGB).

2. Special events and start times, special events/exhibition changes, opening hours

Valid programme information with the starting times of events, as well as the opening hours of exhibitions, are to be taken from the AdK's official publications. All information is subject to change. No guarantee shall be assumed for information about performers/participants and dates.

3. Sale of tickets

The AdK publishes valid admission prices as they occur, providing this information or updates to all ticket sale locations and to the online ticket shop.

A binding offer concluding a sales contract with the AdK online ticket shop goes into effect by clicking the "Complete order" button. Afterwards the customer will receive an email confirmation of the ticket purchase sent with the print@home ticket(s). Visitors must be able to show a printout of tickets purchased online, or alternatively show them on a smart phone. Payment is made by credit card.

Reduced-price tickets are only valid in combination with proper identification. If proof of eligibility cannot be provided, the balance between the reduced price and the full ticket price will have to be paid.

A web service fee is charged on the advance sale of tickets purchased through the AdK online ticket shop. If payment for ticket orders has not been made by the specified deadline, the tickets will be released for resale.

Reserved tickets are to be picked up no later than one hour before the start of an event. Otherwise the reservation will expire.

Under certain circumstances the AdK reserves the right to limit the number of tickets made available to each purchaser.

In cases of reserved seating, it is not permitted to occupy a seat other than the one designated on the admission ticket.

Tickets are intended to be used exclusively for personal use. When purchasing tickets the customer bindingly agrees to use the tickets only for personal use, and, in particular, not for commercial or other profit-making purposes.

The ticket purchaser is specifically prohibited from:

- offering tickets for sale at auctions (particularly via the Internet).
- selling the tickets in trade and/or commercially without explicit, prior written consent of the AdK.
- selling the tickets at an increased price in a private sale or transfer.
- transferring or using the tickets for purposes of advertising or for profit without explicit, prior written consent of the AdK.

Whenever a ticket is transferred to someone else, the previous ticket owner is required to advise the new ticket owner of the validity of these terms and conditions (GTC/AGB). If a ticket is offered for sale, used or transferred in an inadmissible manner, the AdK is authorized to block the ticket, as well as any other tickets purchased by the customer, and to deny the ticket holder access to the event or exhibition without compensation. The AdK can demand payment of an adequate penalty from the ticket seller for breach of contract in the amount of up to 2500 euros for each violation of the ban on commercial transfers.

4. Ticket return

Purchased tickets may not be returned. This also applies when there are changes in cast or participants. Tickets can be returned within 14 days in cases of cancellation of events or exhibitions; although subsequent claims to reimbursement will not be honoured. Additional charges or damages affecting the visitor, including the web service charges, will not be reimbursed, in as far as the AdK did not deliberately or negligently cause the cancellation of the event or exhibition.

Tickets that were not purchased directly at an AdK cash register or in the AdK online ticket shop can only be exchanged or refunded at the appropriate independent advance booking locations. Claims should be asserted directly to the external organizers for events by third parties held on location at the AdK.

5. Right of cancellation

Consumers have no right of cancellation for contracts with fixed-date tickets. Thus, when buying tickets in the online ticket shop, every ticket purchase immediately becomes binding upon purchase confirmation, obliging the purchaser to accept and pay for any ordered tickets.

6. Ticket loss

No right to replacement exists in cases of lost admission tickets. If a visitor loses a ticket, a replacement ticket can be issued at the register as a gesture of goodwill, if he or she can provide plausible and sufficient evidence about which admission ticket had been purchased. The holder of the original ticket will be given priority over the holder of a replacement ticket. No entitlement to the assignment of another seat is connected to a replacement ticket.

7. Admittance

For safety reasons, and in consideration of the participating artists/performers and other viewers in the audience, after the start of a performance visitors may only be admitted into the auditorium at an appropriate time and without entitlement to the ticketed seating reservation. After the beginning of the performance, it is up to the discretion of the evening staff whether admittance may be granted and at which point in time.

8. Coat check

Coats, hats and bags, etc., may be only taken into an auditorium or exhibition space if they do not

disturb other patrons and viewers and do not pose a safety risk.

Liability for objects that have been checked is limited to the current replacement value. Use of the coat check is not intended for securing valuables, particularly jewellery, other objects made of precious metals, cash and other means of payment, business papers, documents of any kind, tickets or keys. Checking these objects is carried out at the visitor's own risk.

Checked items will be returned to visitors upon presentation of coat check markers without verification. Without a marker, checked items will only be returned to visitors who can credibly prove to be the entitled recipients. Coat check staff should be immediately informed about mistakenly exchanged, damaged or missing checked items, as well as the loss of a coat check marker; before leaving the coat check area, if possible. Visitors are obligated to pay the costs of replacement for lost coat check markers.

9. Lost and found

Objects of all types, which are found at performance sites and in the exhibition spaces of the AdK, should be turned over to building or coat check personnel. All found items will be dealt with in accordance with the provisions of German Civil Code §§ 978 ff. BGB.

10. Right to determine who shall be allowed or denied access to premises

Visitors can be denied access to AdK performance sites and exhibition spaces if there is any reason to assume that they might disrupt the performance or exhibition, or disturb other visitors.

It is not permitted to offer admission tickets for sale at the box offices/registers, at performance sites and/or in exhibition spaces, or on any adjoining properties. Mobile telephones are to be switched off during performances. Smoking is prohibited at AdK performance venues and in exhibition spaces. Food and drinks may not be taken into event or exhibition spaces.

The instructions of the staff at special event locations must be followed at all times.

11. Image and sound recordings

Visitors are strictly prohibited from making image and/or sound recordings of any type. Non-compliance can result in civil and criminal proceedings, and the visitor involved may be expelled from the venue's premises.

Film, digital, video or sound recordings, in which parts of the performance/exhibition are recorded, may be confiscated and the return of items will depend on whether or not the owner agrees to the prior deletion of the recorded material.

By participating in events, visitors consent – in cases where still, motion picture and/or sound recordings are carried out by persons authorized to make such recordings during a public performance, a visit to an exhibition or another AdK event – that they may be recorded in words and images without any entitlement to compensation, and that these recordings may be broadcast and published.

12. Liability

The AdK, its representatives and agents, will only accept liability for damages of any kind that visitors sustain in AdK event venues in cases where wilful intent or gross negligence can be proven. Liability shall not be assumed for injury to life, body and health if it is a question of typically foreseeable damages.

13. Protection of privacy

While processing contracts using automated procedures, the personal data of admission ticket purchasers and of customers in the online ticket shop may be collected, processed and used to the extent required for the execution of the agreement and in compliance with data protection legislation. In keeping, the AdK is authorized to save customer information for the purpose of collecting internal statistical data. This data is kept strictly confidential and will only be used to the extent outlined above.

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