



## **General Terms and Conditions of Burgtheater GmbH, Wiener Staatsoper GmbH and Volksoper Wien GmbH**

### **Scope**

These General Terms and Conditions ("**General Terms and Conditions**") apply to ticket sales for events, sales of goods (e.g. theatre programmes, CDs, DVDs, merchandise items) and other services (e.g. authorisation to receive live broadcasts or video-on-demand) of Burgtheater GmbH, Wiener Staatsoper GmbH and Volksoper Wien GmbH (collectively the "**Theatre Companies**" and each a "**Theatre Company**"), with a contract being concluded with the relevant Theatre Company from which tickets, goods or services are purchased. Sales are made by the Theatre Companies themselves and by ART for ART Theaterservice GmbH ("**ART for ART**") in the name of and for the account of the relevant Theatre Company, based on these General Terms and Conditions in each case.

In addition to these General Terms and Conditions, special terms and conditions (e.g. terms and conditions for subscriptions) may apply in some cases; this will be specifically pointed out where applicable.

If tickets are passed on to third parties, they must be advised of the application of these General Terms and Conditions.

### **Prices**

The prices (including fixed subscriptions, flex subscriptions and other subscriptions and cycles) of the relevant Theatre Company as indicated in the currently valid price lists apply. Prices include value-added tax at the statutory rate.

The relevant Theatre Company reserves the right (especially in the case of charity events, large groups and the like) to charge different prices in individual cases.

Discounted tickets are available for persons belonging to an eligible group, provided that they can prove their eligibility by presenting a photo ID and, if necessary, any additional proof that may be required to receive the discount. All eligible groups of people are listed on the website of the relevant Theatre Company ([www.burgtheater.at](http://www.burgtheater.at), [www.wiener-staatsoper.at](http://www.wiener-staatsoper.at), [www.volksoper.at](http://www.volksoper.at)). If a ticket is wrongfully obtained at a reduced price, the Theatre Company may charge the visitor for the difference between the reduced price and the normal price or ask the visitor to leave the event without any (partial) refund of the ticket price. There is no legal claim to receive discounted tickets or any particular tickets or categories of tickets.

### **Purchase of tickets**

The modalities for purchasing tickets can be found in the schedule information and/or on the websites of the relevant Theatre Companies ([www.burgtheater.at](http://www.burgtheater.at), [www.wiener-staatsoper.at](http://www.wiener-staatsoper.at), [www.volksoper.at](http://www.volksoper.at)). The Theatre Companies may limit the number of tickets sold per person.

If tickets are bought in the online shop ([www.burgtheater.at](http://www.burgtheater.at), [www.wiener-staatsoper.at](http://www.wiener-staatsoper.at), [www.volksoper.at](http://www.volksoper.at)), a binding offer to buy tickets, goods or services is made by clicking the "Buy" / "Order with obligation to pay" button.

## **E-tickets**

If “e-ticket” is chosen as the desired type of delivery when purchasing tickets, a print@home ticket and a wallet file will be sent together with the confirmation email. The print@home ticket or the wallet ticket must be shown to the ushers upon entering the venue. Only the first person who presents a printout of a print@home ticket or a wallet ticket will be allowed entry to the event.

## **Shipping**

If tickets are to be shipped by mail, any additional shipping costs will be indicated during the order process.

## **Methods of payment**

Payment must be made using one of the payment methods available at the time of the purchase/order. The tickets, goods or services will be provided to the customer only after payment has been made.

## **Cancellation**

Tickets and time-bound goods (e.g. playbills for a particular event) may be exchanged free of charge for a voucher within one hour of purchase, provided that they have not yet been printed, collected or dispatched. This option is not available for purchases made on the day of the event.

The Theatre Companies have the right to cancel a purchase if

- the payment is not authorised by the bank or credit card company or if any other payment issues arise,
- the purchaser fails to comply with or tries to circumvent any rules indicated during the booking procedure or on the website of the relevant Theatre Company (e.g. non-compliance with the maximum number of tickets per event and per purchaser, non-compliance with any prohibition of resale),
- the event is cancelled.

## **Cancellation or change of events**

If an event is cancelled altogether or if another performance is staged instead, any tickets already purchased can be returned up to seven days after the day of the event at the daytime box offices or on the day of the event at the evening box office of the relevant Theatre Company / venue. In the event of any changes to an event, any tickets purchased on the website of the relevant Theatre Company can be cancelled on the website of the relevant Theatre Company within 72 hours after notification of the change, but no later than one hour before the start of the event. This only applies to tickets that have not been invalidated (for example by removing the tear-off strip or by scanning the ticket). If an event is cancelled altogether, e-tickets will be cancelled automatically.

Subscription tickets and allotted tickets at reduced prices that were purchased from cooperation partners of the Theatre Companies cannot be returned to the Theatre Companies.

Cast announcements are not deemed to form a contractual basis for the purchase of tickets. The Theatre Companies reserve the right to make changes to the cast and artistic changes to the production; such changes do not entitle holders to return their tickets or demand a reduction of the purchase price. This also applies to any defects of the surtitling or subtitled systems and to minor changes of the start time of the event.

Visitors are responsible for checking for any changes on the day of the event (e.g. in daily newspapers, on the website of the relevant Theatre Company or by calling the relevant Theatre Company).

If the event is discontinued, the admission price will be refunded if less than half of the performance has been completed at the time of discontinuation or, if possible, a substitute event will be offered.

## **Right to withdraw from flex subscriptions, vouchers or merchandise items purchased online, by email or by telephone**

If subscriptions for unspecified events (flex subscriptions), vouchers or merchandise items are purchased by telephone, by email or on the website, purchasers who are consumers have the right to withdraw from the contract within fourteen days of the conclusion of the contract or, in the case of a purchase of goods, within fourteen days of receipt of the goods without giving any reason.

To exercise this right of withdrawal, the purchaser must inform the relevant Theatre Company of his/her decision to withdraw from the contract by an unequivocal statement (e.g. a letter sent by post, fax or email). The purchaser may use the model withdrawal form below, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for the communication concerning the exercise of the right of withdrawal to be sent before the withdrawal period has expired. If this right of withdrawal is effectively exercised, all payments will be reimbursed not later than fourteen days from the day on which the communication concerning the withdrawal from the purchase contract was received. If goods have already been delivered to the customer, payments, including the costs of delivery, will be reimbursed not later than fourteen days from the day on which the relevant Theatre Company has received the goods back. The costs of returning the goods are borne by the purchaser. The reimbursement will be carried out using the same means of payment as used for the initial transaction; the purchaser will not incur any fees as a result of such reimbursement.

However, this right of withdrawal does not apply to

- tickets for fixed events,
- audio or video recordings delivered in sealed packaging if they were unsealed after delivery, or
- the supply of digital content that is not stored on a tangible medium if the relevant Theatre Company has begun delivery before the end of the withdrawal period with the purchaser's express consent and the purchaser's acknowledgment that he/she loses his/her right of withdrawal if performance is begun ahead of time.

The purchaser has no right of withdrawal where he/she redeems flex subscription vouchers or other vouchers within the withdrawal period and receives admission tickets for a specific date. In addition, reimbursement may be withheld until the relevant Theatre Company has received back any vouchers already issued by it and/or until it has been verified that no flex subscription vouchers or other vouchers were redeemed.

## **Model withdrawal form**

To Wiener Staatsoper GmbH / Volksoper Wien GmbH / Burgtheater GmbH

Email: tickets@bundestheater.at

I hereby give notice that I withdraw from my contract of sale of the following goods:

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Ordered on:

Invoice number:

Purchaser's name:

Purchaser's (email) address:

Purchaser's signature (only if this form is notified on paper):

Date:

## **Theatre Companies' right to impose house rules**

Every visitor is subject to the house rules in place at the relevant Theatre Company. The Theatre Companies reserve the right to refuse to sell tickets to any persons who interfere with the orderly conduct of ticket sales or who disturb others or who fail to comply with the relevant house rules or instructions from the staff and to ban such persons from the premises.

The offering for sale or the sale of tickets for events of the Theatre Companies by third parties in the premises of the Austrian Federal Theatres Group is not allowed.

A valid ticket must be presented to the ushers at any time upon request. It is not allowed to occupy any seat other than the one designated on the ticket. In the event of non-compliance with these provisions or with the house rules of the relevant Theatre Company, the visitor may be asked to leave the event. The purchase price will not be refunded in such cases.

## **Commercial resale**

Tickets must not be resold for commercial purposes without the permission of the relevant Theatre Company (organiser). In the event of commercial resale, all statutory requirements, in particular as regards the indication of the ticket's original price, must be complied with.

## **No alteration of tickets**

Tickets must not be copied or altered; they cease to be valid if their visual appearance was improperly altered (such as by superimposing labels/manipulating the indicated price) or if the tear-off strip is missing.

## **Video and audio recordings**

Visitors are not allowed to make video and audio recordings during the event.

If any video and audio recordings are made by the Theatre Companies or by authorised third parties, visitors acknowledge that any recordings on which they may appear may be used without remuneration and without any restriction in terms of time, territory and quantity using any technical methods currently known or developed in the future within the scope of normal exploitation (such as broadcasting the event on TV and online).

## **Place of jurisdiction, governing law**

For businesses and consumers with no place of residence, habitual residence or employment in Austria at the time of filing a legal action, the place of jurisdiction is the court having subject-matter and territorial jurisdiction in 1010 Vienna. Austrian law applies, with the exception of its conflict-of-laws rules and the UN Sales Convention.

as of September 2022