

## General Terms and Conditions

### 1. Scope

The object of these General Terms and Conditions (hereinafter "Terms and Conditions") is the use of the services of the companies grouped under the label "FBM Freddy Burger Management", namely Rent-a-Show AG, S.T.A. Show Time Agency AG, ISM Show AG, Thunerseespiele AG and show tickets ag (hereinafter "Organiser"), which are offered on the website [www.musical.ch](http://www.musical.ch) or [www.thunerseespiele.ch](http://www.thunerseespiele.ch) (hereinafter "Website") and marketed via various sales channels. Acceptance of these Terms and Conditions is proven by the expression of interest in and use of the corresponding service by the customer. When making use of individual services, the customer may be requested to repeat his acceptance of the Terms and Conditions. The use of personal information is regulated in the [data protection declaration](#). The data protection declaration is an integral and binding component of these Terms and Conditions.

For tickets obtained via a ticketing organisation, the General Terms of Business and data protection declaration of the relevant ticketing organisation shall apply in addition to the relevant provisions of these Terms and Conditions (cf. point 5 General provisions) and the data protection declaration.

### 2. Vouchers

Customers can obtain vouchers via the Website or by telephone. With regard to the vouchers, the General Terms and Conditions for Vouchers (hereinafter "Voucher Terms") including the [data protection declaration](#) shall also apply. If these Terms and Conditions and the Voucher Terms contradict each other, the provision in these Terms and Conditions shall have precedence.

### 3. Purchasing tickets

The following provisions shall apply to the purchase of tickets (wheelchair, group and individual tickets) directly from the organiser.

#### *3.1 Ordering and payment*

Customers can purchase tickets via the Website, by email or by telephone. The overview of available tickets provided on the Website and by telephone shall serve purely as an invitation to the customer to make an offer. The customer makes his selection via the sales channel. In doing so, he submits his binding offer to purchase the selected tickets. The customer is obliged to provide all information necessary for the ordering process correctly and completely. It is the exclusive responsibility of the customer to submit ticket orders in a timely fashion prior to the date of the event.

The agreement on the purchase of tickets between the customer and the organiser shall only come into force when the tickets are dispatched to the customer. Tickets are dispatched – regardless of the type of payment – only after receipt of the customer's payment by the organiser or after charging of the credit card. In the case of prepayment, the payment must be received within the payment period stated on the invoice. The organiser shall decide at his own discretion whether and when tickets that have not been paid for by the payment deadline shall be released again for sale. In the case of credit card payments, by making a payment the customer accepts the relevant terms and conditions of the payment service provider. An administration fee shall be charged for each order of tickets. The decision to approve the means and type of payment and to set the amount of the fees shall be at the organiser's sole discretion.

### *3.2 Dispatch*

Tickets are dispatched by priority post within five working days to the postal address provided by the customer. The organiser cannot be held liable for incorrect or delayed delivery of the tickets, for which he is not responsible for. The customer shall be obliged to check the tickets immediately on receipt. Damage to the tickets or discrepancies between the tickets delivered by post and those ordered must be notified in writing by the customer within three working days. If the customer fails to do this, the tickets delivered shall be deemed to have been accepted.

Benefit and risk shall pass to the customer at the time of dispatch from the head office of the organiser. The customer is responsible for keeping the tickets safe until the event. In the event of loss or damage, tickets cannot be refunded or replaced.

### *3.3 Return, Exchange and Use*

The return and exchange as well as any reimbursement of tickets is generally excluded.

Any trade with purchased tickets for business or commercial purposes is prohibited without the express prior consent of the organiser. Infringements may lead to the loss of the service linked to the tickets purchased and to claims for damages and surrender of profits being made against the customer, involved third parties and/or further ticket purchasers. Persons who contravene these provisions may be barred from purchasing tickets in future.

The customer and/or third parties is/are not permitted to use tickets in advertising aimed at the general public and/or as prizes without the express prior consent of the organiser. If the organizer gives permission, any return or exchange of the corresponding tickets is excluded.

### *3.4 Postponement and cancellation of an event*

#### 3.4.1 General

If an event must be postponed or an event venue must be changed, the ticket and any additionally booked catering or additional services shall be valid for the postponed date or new venue regardless of the reason. Return and/or exchange is excluded.

If an event is definitely cancelled, the affected ticket must be sent back to the organiser within 30 days of the original date of the event. Only the effectively paid ticket price will be refunded. This amount will be credited to the bank or postal account indicated by the customer. For this purpose, the organiser requires the following information: Bank/postal account details (name, location), clearing number of the bank, IBAN, account number and account holder (first name and surname). Rebooking in the event of definitive cancellation of an event to another date is possible as long as stocks last, whereby this must also be applied for within 30 days of the original event date with the organiser by returning the ticket.

If an event must be cancelled for technical reasons, the total playing time shall be deemed to have been played when the first pause has been reached or the first half has been completed. A refund is excluded. If an event cannot take place due to an unforeseeable event which is beyond the control of the organiser (force majeure such as fire, natural catastrophe, war, terrorism, strike), the organiser cannot be held liable for this.

#### 3.4.2. Bad weather at an open-air event

As long as the safety of the guests and participants is guaranteed, the organizer shall endeavour to perform the performance even in rain and bad weather and points out that there may be delays in the start of the performance or interruptions. Short-term postponements are possible at any time due to weather conditions.

If a performance has to be cancelled after 60 minutes, it is considered to have been played (no refund or replacement performance). In the event of a performance being postponed or cancelled in accordance with these provisions, any catering or additional services already consumed shall be deemed to have been purchased. On the alternative date, new catering or additional services can only be booked against additional payment.

For a performance that has been postponed or played for less than 60 minutes, a replacement performance will take place on the next reserved day. The postponement date will be determined by the organizer. The tickets remain valid at the replacement performance. A refund is excluded.

## **4. General provisions**

The visitor to the event shall be obliged to comply with the safety and behaviour rules of the organiser, the house rules of the venues and the instructions of the personnel on site. Failure to comply may result in ejection from the event venue and/or the forfeit of the

ticket. If the visitor only arrives after the beginning of the event, he will lose the right to the seat shown on the ticket.

The organiser shall ensure that the valid limits for noise are observed at the event. The visitor shall have the opportunity to obtain ear protection (foam or plastic plugs) on request on site. Any type of sound or video recording at the event is prohibited for copyright reasons. Commercial and private image and sound recordings require the prior written consent of the organizer. In the event of non-compliance with these regulations, the customer may be excluded from the event without compensation.

For events with varying casting, no right shall exist for a specific casting of roles.

Every visitor to the event shall require a ticket. Children and young people up to the age of 14 may only visit the event if accompanied by an adult. The organiser cannot be held responsible for any age recommendations made. Deciding whether a visit to the event is appropriate is the sole responsibility and at the sole discretion of the visitor or their accompanying person.

## **5. Liability**

The organiser shall be liable only for direct damages caused deliberately or through gross negligence. Liability for indirect damages and consequential damages (such as loss of profit) and any liability for auxiliary persons shall be excluded to the extent permitted by law.

## **6. Intellectual Property Rights**

The organiser's Website and all content accessible via the Website are protected by copyright and unless otherwise stipulated, belong exclusively and entirely to the organiser. The Website may contain references to third-party trademarks and rights of use, which must be observed by the customer. The (complete or partial) reproduction, distribution, transfer (electronically or by other means), modification, linking or use of content for public or commercial purposes shall – unless otherwise stipulated on the Website – be prohibited without the prior written consent of the organiser.

## **7. Final provisions**

The customer shall refrain from offsetting claims against the organiser if these are not legally determined or undisputed.

The organiser reserves the right to amend these Terms and Conditions at any time. Amendments shall be made accessible on the Website and shall come into effect upon their publication.

If one or more provisions of these Terms and Conditions is or becomes wholly or partly invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions of these Terms and Conditions. The parties shall in this case replace the invalid or unenforceable provision with a valid and enforceable provision which reflects as closely

as possible the economic purpose of the provision to be replaced. The same shall apply correspondingly in the event that these Terms and Conditions contain a loophole.

Swiss law shall apply exclusively, to the exclusion of the conflict of law provisions and the provisions of the UN sales law (CISG). The sole place of jurisdiction for all disputes between the customer and the organizer shall be Zurich, Switzerland.

Zurich, November 2018