



## Orangerie Berlin GmbH General Terms and Conditions

### I - General

1. The following general terms and conditions are valid for all orders that the Customer submits through the website, over the telephone, in writing and via telefax or email to Orangerie Berlin GmbH (referred to in the following as Organizer), Große Orangerie Schloss Charlottenburg, Spanauer Damm 22 – 24, 14059 Berlin; Managing Director: Thomas Gross, District Court of Berlin Commercial Register HRB 100680 B. Furthermore, these terms and conditions are valid for the conclusion of contracts at the location of the Organizer's office at the stated address.
2. Deviating or supplementary general terms and conditions of the Customer are not a part of this contract.
3. The languages available for the contract conclusion are German and English.

### II - Conclusion of the contract through our website

1. The Customer may obtain the essential features of the services offered by the Organizer, in particular the event details, from the individual event descriptions on the website of the Organizer.
2. The offers presented on the website are subject to change and are not offers in the legal sense. If the Customer wishes to acquire tickets for a selected event, they must initiate the order process by clicking the "Order" button.
3. The subsequent ordering process is carried out via our website through our Partner, CTS EVENTIM AG & Co. KGaA. A service relationship originates between the Customer und CTS EVENTIM AG & Co. KGaA with the conclusion of the ordering process. Nevertheless, the contract to attend the reserved event occurs with the Organizer. The Customer may obtain detailed information regarding the conclusion of the contract from the general terms and conditions of CTS EVENTIM AG & Co. KGaA that are respectively valid and to which they must be agreed within the scope of the ordering process. Further information regarding the fulfillment of our duties to inform with respect to distant sales contracts as well as regarding contracts in electronic commerce may also be found there.

### III - Conclusion of a contract outside our website

The order of the Customer by phone, in writing and via fax or e-mail represents an obligating offer for the conclusion of a contract of purchase that the Organizer accepts through the sending of a separate confirmation of order, a verbal confirmation on the telephone or through the delivery of the tickets within three working days.

### IV - Payment

1. With the ordering on the website of the Organizer, the payment ensues through the payment options offered by CTS EVENTIM AG & Co. KGaA.
2. Otherwise, with a conclusion of the contract outside the website, the payment ensues according to the respective agreement either in cash for the concurrent issuance of the tickets or through prepayment. With payment through prepayment, the Organizer will state the bank routing details to the Customer in the order confirmation and provided that the Customer wishes delivery of the tickets, this will occur in the next working day after payment confirmation. The invoice amount is immediately due with the order confirmation and is to be transferred to the stated account within 7 days.
3. With a default by the Customer, we are entitled to require default interest at the rate of 5



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percent points above the respective base interest rate from the Deutsche Bundesbank that is published in the Federal Gazette. In each case, we reserve the right to substantiation of a greater damage.

4. Compensation rights are only entitled to the Customer with indisputable or legally determined claims. The Customer is only authorized to exercise a right of retention insofar as the counterclaim is based on the same contractual relationship.
5. The purchased tickets remain as the property of the Organizer up to the final payment and they do not entitle admission into the reserved event.

### V - Prices, delivery charges and delivery, collection

1. The prices quoted on the websites include the legal sales tax and other price components and are additionally subject to postage costs provided that the Customer wishes the delivery of the tickets.
2. An overview of the delivery options and the delivery charges thereby incurred is also found under the link "Delivery charges". The delivery charges are also indicated to the Customer on the overview page before the placing of the order. Delivery may be affected worldwide.
3. Provided that no delivery of the tickets is wished, these are deposited at the Box Office for the Customer to collect. With package bookings, the Organizer requests that you to pick up your documents in advance at their office in the Kleinen Orangerie.

### VI - Terms of Use

1. For safety purposes, every visitor is obligated to check in their coats in the cloakroom. There is a fee for this safekeeping in the cloakroom. With fire, other disasters or accidents, the instruction of the staff members present are to be followed.
2. The concert may be neither filmed nor be photographed. The respective presentations are protected by copyright. Violation may lead to civil and criminal prosecution.
3. The consumption of food and drink that is brought along is strictly not permitted.

### VII – Limitation of Liability

For the liability of the Organizer to damages, the following exclusions of liability and limitations are valid without prejudice of other legal claim requirements.

- The Organizer will bear liability insofar as the burden of the intentional act or gross negligence falls on them. The Organizer will only bear liability for simple negligence, of which renders the fulfillment of the proper execution of the contract possible and the observance of which the contractual partners regularly rely upon. In all other respects, liability to compensation for damages of any kind whatsoever is excluded regardless of the basis for claim including liability for fault upon conclusion of the contract.
- Provided that the Organizer will bear liability for a simple negligence according to paragraph 1, the liability is limited to the damage whose occurrence could be typically expected by the Organizer under the circumstances known upon conclusion of the contract.
- The preceding exclusions of liability and restrictions are neither applicable if the Organizer has provided a guarantee nor for the damages that are to be compensated for according to the product liability laws, nor for damage to life, body or health.
- The preceding exclusions of liability and restrictions are also valid in favor of the staff members of the Organizer, their agents and other third parties that the Organizer avails their self of for the fulfillment of a contract.

### VIII - Legal exclusions of the right of cancellation or right of withdrawal



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In accordance with §312 B Paragraph 3 No. 6 German Civil Code, the provisions regarding the utilization of distant sales contracts strictly being entitled to right of cancellation or right of withdrawal does not apply to the sales of tickets for concerts on specified dates, i.e. after the offer by the Customer, there is no right of withdrawal or right of cancellation for the ordered tickets.

### **IX - Event cancellation, changes, refunds**

1. In the case of the cancellation of an event for reasons to be presented by us, the Customer may withdraw from the contract with the return of the original tickets to us and claim the refund of the purchase price upon specification of name, account number, banking institute and bank sorting code. This immediately follows after submission of the original tickets.
2. Minor or functionally justified occupancy changes or program modifications are reserved provided that they are reasonable to the Customer. The same is valid for the changing of the concert hall.
3. In the case of cancellation, moving, substantial program modifications or occupancy changes, the Organizer will immediately inform the Customer by e-mail, insofar as the appropriate data has been made available. In this case, the Customer is entitled to withdraw from the contract. Paragraph 1 is accordingly valid.
4. The Organizer reserves the right to change the venues and dinner locations. The Organizer will immediately inform the Customer by e-mail, insofar as the appropriate data has been made available. In this case, the Customer is entitled to withdraw from the contract. Paragraph 1 is accordingly valid.

### **X - Use of admission tickets**

1. Admission authorizations may not be misused, copied or changed. A Customer's lost or destroyed tickets are not replaced or refunded.
2. The tickets are not transferable.
3. The purchaser bindingly agrees to use the ticket(s) exclusively for private purposes. Any commercial resale of the acquired tickets without obtaining a prior consent by the Organizer is forbidden.
4. The private resale of tickets for an amount higher than the printed ticket price plus the documented fees that have already been charged to the purchaser of the ticket is forbidden.
5. Should the purchasers violate one of the standardized prohibitions in Clauses X.3 and X.4, they are obligated to the payment of a contractual penalty to the Organizer at the rate of 2,500.00€ for each offense.

### **XI - Data Protection**

The Organizer obtains and stores the customer data necessary for transaction processing. The Organizer adheres to the legal requirements for the processing of personal data. Further details may be obtained from the Data Protection Declaration that is accessible through the website of the Organizer.

### **XII - Applicable Law, Jurisdiction**

1. The laws of the Federal Republic of Germany are valid for these terms and conditions and the entire legal relationship between us and our contracting partners with the exclusion of the UN Sales Convention (CSIG).
2. Sole jurisdiction for all litigation arising from or in connection with this contract is, if the Customer is a business owner, legal entity under public law or special fund under public law or



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domiciled abroad, our seat in Berlin or the seat of the Customer according to our discretion. Otherwise, the statutory provisions apply.

### **XIII - Severability Clause**

Should individual provisions of these general terms and conditions be ineffective, the contract remains otherwise unaffected. The relevant legal provisions are valid rather the ineffective provision.

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