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Conditions of Use of the Bavarian State Theatres

Announcement by the Bavarian State Ministry of Science and the Arts of 30

January 2025, ref.: K.2-K1145/3/2/25

1. Scope of validity

- 1.1 ¹These Conditions of Use regulate the legal relationships between the Bavarian State Theatres in Munich (Bayerische Staatsoper, Bayerisches Staatsschauspiel, Staatstheater am Gärtnerplatz) and their visitors. ²These Conditions shall apply as agreed when an admission ticket is purchased or subscription agreement is concluded. ³The respective subscription conditions shall also apply for subscribers. ⁴The Conditions of Use shall apply for the members of audience organisations, where not otherwise agreed.
- 1.2 The Conditions of Use shall apply accordingly for events of the Bayerische Theaterakademie August Everding.

2. Start times and admission

- 2.1 ¹Only the official weekly and monthly programmes, which are announced in the publications issued by the Bavarian State Theatres, shall include the performances' start times. ²The Bavarian State Theatres in Munich reserve the right to short-term modifications without notice. ³The Bavarian State Theatres do not accept any liability for information provided in other publications.
- 2.2 The theatres generally open one hour before performances begin.
- 2.3 ¹When the event begins, the claim to the booked seat shall expire for safety reasons and to show due respect to the event's performers and other visitors. ²After the performance has begun, visitors may only leave the auditorium when there is a suitable interval.

3. Opening times

- 3.1 The box offices and telephone sales shall be open during the times given in the Bavarian State Theatres' regular publications.
- 3.2 ¹The box office generally opens one hour before performances begin. ²This shall also apply for morning and afternoon performances. ³Only admission tickets for the evening performance shall be sold at the box office. ⁴The box office closes when the performance begins.

4. Admission prices and discounts

- 4.1 ¹Performances are assigned to various price categories. ²Admission tickets are distributed over several seat groups.

- 4.2 ¹The ticket price covers the fee for using cloakroom facilities, as well as using all MVV public transport on performance day, as printed on the ticket; this applies irrespective of the applicable special stipulations. ²It is irrelevant whether or not the visitor uses the respective service.
- 4.3 Programmes, librettos and other services are not included in the ticket price by matter of principle.
- 4.4 Discounts are granted as determined more precisely by the Bavarian State Ministry of Science and the Arts for subscribers, audience organisations, school groups (school classes with supervising teachers), pupils, students under 30, apprentices/trainees, voluntary services (federal voluntary service – German abbreviation: BFD, voluntary social year – FSJ, voluntary ecological year – FÖJ), “Städte-Pass” holders, wheelchair users and their companion, people with impaired vision meeting criterion “Bl” and their companion, people disabled by war, people disabled by concentration camps meeting criterion “VB” or “EB” as well as companions of disabled individuals meeting criterion “B” or “H”.
- 4.5 ¹The discount provisions of the respective State Theatre shall also apply (e.g. for families). ²Each State Theatre may also run short-term, performance-related discount campaigns.
- 4.6 ¹Discounted tickets shall only be valid with the ID required for the discount. ²If such ID is not presented, the difference between the discounted fee and the full entrance fee must be paid. ³This shall not apply for discounts as part of discount offers.

5. Written orders

- 5.1 ¹Written orders by post, e-mail and online order form shall be processed regardless of the order of receipt, at the latest one month prior to the respective performance. ²Later orders shall be processed according to the order of receipt.
- 5.2 ¹Should the demand for tickets exceed the available quota, the issuing of tickets may be limited for the respective performance per order or per customer. ²The same principle applies for especially coveted performances of works which are performed close together. ³The written orders received shall be processed by means of lottery.
- 5.3 ¹If the order is not submitted with complete credit card information or SEPA direct debit authorisation, an invoice shall be issued. ²The issued invoice shall be the binding confirmation for reserving the tickets listed in it. ³The credited invoice amount must be received at the Bavarian State Theatres’ central ticket sales office within the given period. ⁴If not the tickets may be allocated elsewhere.
- 5.4 ¹The tickets are essentially sent to the orderer at their own risk. ²At the orderer’s explicit request or where punctual sending is not possible, the tickets may be collected at the box office (at the earliest when box office sales for this performance begin) or following previous payment at the box office. ³With collection of tickets paid for by credit card, the credit card and an ID must be presented.
- 5.5 A processing fee per ticket shall be charged for tickets ordered in writing.

6. Box office sales

- 6.1 ¹Box office sales begin one month before the performance at the latest. ²Should the sales start according to this calculation fall on a Sunday or bank holiday, advance sales shall already begin on the preceding workday. ³The precise advance sales start is provided in the respective programme announcements.

6.2 Ticket provision may be limited (see item 5.2).

7. Telephone sales

7.1 Telephone sales are possible when box office sales begin (see item 6.1).

7.2 ¹Where a credit card number or bank details for the SEPA direct debit are not given on the telephone, the orders shall only be binding on receipt of the invoice payment. ²The tickets must be paid for by the given time, at the latest however, on the day of the performance before the box office opens. ³Tickets that are not paid for on time may be allocated elsewhere.

7.3 Items 5.2, 5.4 and 5.5 shall apply accordingly.

8. Online sales

8.1 Online sales shall be possible when box office sales begin.

8.2 Payment with online purchasing shall be possible by credit card, PayPal, a SEPA direct debit (not for first-time orders) or by redeeming gift vouchers.

8.3 ¹Items 5.2 and 5.4 shall apply accordingly. ²A system fee shall be charged per ticket.

8.4 ¹With use of the TicketDirekt method the tickets bought shall be sent electronically to the buyer. ²The personalisation of the TicketDirekt admission ticket combined with an ID entitles the holder to MVV transport free of charge on performance day.

8.5 ¹When presented at admission the TicketDirekt admission tickets or the QR code must be free of damage, dirt or other impairments that would prevent, impede or make admission control impossible. ²Should there be such damage, dirt or other impairments, neither a right to admission nor reimbursement of the amount paid by the buyer shall be possible.

8.6 Any changing or forgery of TicketDirekt admission tickets shall be explicitly forbidden.

8.7 Provision of TicketDirekt for every performance shall not be obligatory.

9. Data protection regulations

9.1 The collection of personal data with orders and purchases shall be made via communication media while complying with data protection law and shall be required for initiating and concluding the contract.

9.2 ¹Where the customer has specifically consented to this, in addition to being used for the completion of the order, personal data shall also be used for the purposes of customer care and the customer shall also be informed about further offers of the Bavarian State Theatres. ²The customer may revoke this consent at any time.

9.3 The respective data protection statements of the following institutions are also referred to:

- Zentraler Dienst der Bayerischen Staatstheater
- Bayerische Staatsoper
- Bayerisches Staatsschauspiel
- Staatstheater am Gärtnerplatz
- Bayerische Theaterakademie August Everding.

10. Ticket return

- 10.1 ¹Sold admission tickets may not be returned or changed as a matter of principle. ²A right of revocation does not apply with contracts to provide services connected with leisure activities, if the contract is intended for provision for a specific date or period (§ 312g, section 2, clause 1, item 9 of the German Civil Code, "BGB"). ³Each order of admission tickets shall then be binding immediately after confirmation by central ticket sales and according to the current regulations obliges acceptance and payment of the ordered tickets.
- 10.2 Expired tickets shall not be replaced, even if getting to the venue is made difficult or impossible by extraordinary external events (e.g. strikes, extreme weather conditions).
- 10.3 ¹Cast changes and other changes to the performance arrangement shall entitle neither the return of admission tickets nor a part refund of the admission price. ²This shall also apply if additional services, such as surtitles, introductions, etc., cannot be provided.
- 10.4 Should some other piece be performed in place of the piece announced when the admission tickets were purchased, the tickets may be returned before the performance begins.
- 10.5 With short-notice changes to or cancellation of a performance, a return shall be possible within fourteen days after the original performance date.
- 10.6 Where a performance must be postponed, purchased tickets can be returned up until before the performance begins, at the latest, however, within seven days after notification of the performance postponement.
- 10.7 ¹Should the performance be discontinued, the admission charge shall only be refunded if the performance had not reached the end of the first half. ²The refund claim shall expire if not made within fourteen days.
- 10.8 In the cases of item 10.4 and item 10.5 further claims shall be excluded.

11. Ticket loss

- 11.1 With loss of an admission ticket a replacement ticket can be issued at the box office, if the visitor can prove or credibly explain which ticket was lost.
- 11.2 ¹If both the original ticket and a replacement ticket are presented for the same seat by different visitors, the holder of the replacement ticket shall take precedence over the holder of the original ticket. ²In such a case the original ticket does not entitle the holder to any claim to assignment of another seat either.

12. Cloakroom

- 12.1 Cloakroom items (coats, umbrellas, large bags, rucksacks, comparable bulky items and image recorders) must be handed in to the responsible cloakroom staff.
- 12.2 ¹With the issuing of a cloakroom ticket the Bavarian State Theatres shall only accept liability for loss of or damage to items kept, if the cloakroom staff violated their safekeeping obligations intentionally or due to gross negligence. ²Such liability shall be limited to the fair value of all items handed in on one cloakroom ticket and shall be no more than EUR 500.
- 12.3 ¹The loss of or damage to cloakroom items and the loss of a cloakroom ticket must be reported to the cloakroom staff immediately. ²Cloakroom items may only be given out without a cloakroom ticket if it is made credibly clear that the visitor is the entitled recipient. ³A reasonable monetary compensation may be requested with loss of the cloakroom ticket.

13. Lost and found

- 13.1 ¹Items of all kinds that are found in the State Theatres' venues are handed in to the cloakroom staff. ²Loss of items must be reported to the cloakroom staff.
- 13.2 The further handling of lost and found items is regulated by the stipulations of §§ 978 ff. of the German Civil Code ("BGB").

14. Rights of the venue

- 14.1 ¹The Bavarian State Theatres exercise their right to ask a person to leave their venues. ²They shall be entitled to exercise requests to leave the venues or buildings or implement other suitable measures according to these rights of the venue. ³Visitors can in particular be asked to leave performances if they disturb them, bother other visitors and significantly or repeatedly breach the Conditions of Use. ⁴Access can be refused if there is a well-founded suspicion that the visitor will disturb the performance or bother other visitors. ⁵The ticket price shall not be refunded in such cases.
- 14.2 The visitor may only sit in the seat shown on their admission ticket.
- 14.3 ¹If the visitor has taken a seat that they do not have a valid ticket for, the Bavarian State Theatres may charge the differential amount or ask the visitor to leave the performance. ²The ticket price shall not be refunded in such cases.
- 14.4 Privately offering or selling on admission tickets on the premises of the Bavarian State Theatres is explicitly forbidden.
- 14.5 Mobile devices, pagers and acoustic signallers of every kind may only taken into the auditorium when switched off.
- 14.6 Taking food and drink into or consumption of such in the auditorium is explicitly forbidden.
- 14.7 ¹Scooters, bicycles, etc. must be parked outside the theatre building. ²Mobility aids are permitted in the building in compliance with fire protection guidelines.

15. Video and audio recording ban

¹Video and audio recordings during a performance are explicitly forbidden. ²Violations may result in claims for compensation for damage or measures according to item 14.1.

16. Commercial resale

- 16.1 ¹The commercial resale of admission tickets is explicitly forbidden, unless the respective Bavarian State Theatre has issued its prior consent. ²Access entitlement to a performance shall only be granted with a ticket that has been purchased directly from the respective Bavarian State Theatre, central ticket sales or from a third party that has the prior consent of the respective Bavarian State Theatre.
- 16.2 ¹Irrespective of this regulation, the resale of tickets shall always be without the intention of making a profit. ²The Bavarian State Theatres and central ticket sales may refuse provision of tickets to people that deal with tickets commercially without their consent or who make tickets accessible to such people.
- 16.3 The Bavarian State Theatres shall not accept liability for the validity of the tickets of other ticket providers or for their services or prices.

17. Liability

¹For damages suffered by a visitor in the buildings or on the premises of the Bavarian State Theatres, the Bavarian State Theatres, their legal representatives and their vicarious agents shall only accept liability in cases of intent and gross negligence. ²This liability limitation shall not apply to claims arising from injury to life, body and health.

18. Special regulations

The Bavarian State Ministry of Science and the Arts may introduce regulations that differ from the regulations listed here.

19. Entry into force, abrogation

¹This announcement shall enter into force on 30 January 2025 and shall cease to be in force after 30 January 2030. ²The announcement by the Bavarian State Ministry of Science and the Arts on the Conditions of Use of the Bavarian State Theatres of 25 May 2020 (BMG 2020 No. 344) shall cease to be in force after 29 January 2025.

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