

# Terms and Conditions for the Safety Measures required in the context of the COVID-19 Pandemic

amending the Terms and Conditions for Ticket Sales of Austrian Federal Theatres and the Terms and Conditions for Sale-or-Return Business until further notice

## 1. General

For the purchase of tickets of Austrian Federal Theatres, these Terms and Conditions shall prevail over the Terms and Conditions for Ticket Sales and the Terms and Conditions for Sale-or-Return Business only in those cases where they deviate. In all other respects, the aforementioned Terms and Conditions shall remain in effect.

The Terms and Conditions for the Safety Measures required in the context of the COVID-19 Pandemic reflect the status as of the date listed below. **Due to official or other requirements after this date, the conditions for ticket sales and performance attendance may change on an ongoing basis.** If possible, the theatre houses of Austrian Federal Theatres will inform you of such changes. In any case, it is your own responsibility to inform yourself about the latest developments on the websites of the theatre houses ([wiener-staatsoper.at](http://wiener-staatsoper.at), [burgtheater.at](http://burgtheater.at), [volksoper.at](http://volksoper.at)).

## 2. Safety measures

Austrian Federal Theatres are aware of their responsibility when organising their events; all requirements of the federal government and the municipality of the City of Vienna for hosting events are implemented in compliance with the prevention concept for the containment of the COVID-19 pandemic approved by the health authorities. Please note that more stringent measures and/or procedures than those prescribed by current federal or provincial legislation may apply in some cases due to internal requirements of Austrian Federal Theatres.

For each theatre house of Austrian Federal Theatres, management has appointed a designated COVID-19 officer to ensure compliance with the prevention concept.

The prevention concept also includes safety measures for the audience, which must be observed without exception. Cooperation of the audience in complying with the safety measures is absolutely essential.

Non-compliance with these safety regulations may, if necessary, lead to the persons concerned being denied admission or requested to leave the venue. In such a case, the ticket price will not be refunded.

Visitors are reminded that any admission times printed on the tickets, as well as entrance and lounge areas, must be observed and adhered to.

**An FFP2 mask without a valve or a mask certified according to an equivalent or higher standard must be worn inside all Austrian Federal Theatres buildings.**

**Children under the age of six are not required to wear a mask; children aged 6 to 14 and pregnant women as well as persons presenting a medical certificate are allowed to wear a face mask covering mouth and nose instead of an FFP2 mask.**

Additional safety regulations (e.g. as regards mask requirements) may be adopted for special event formats (mobile opera for children, ballet open class, etc.).

The ushers have orders to instruct the audience on adequate behaviour and ensure compliance with the safety regulations.

Austrian Federal Theatres do not accept any liability for infections or resultant consequential damage. This does not apply to infections caused by gross negligence of staff employed by Austrian Federal Theatres at the performance venues.

Attending performances and your stay in the venues are at your own risk!

### 3. Admission requirements for performances and events, forms of proof

You will only be admitted to Federal Theatres events if you **submit proof of a low epidemiological risk in accordance with the 2G rule** "vaccinated" (vaccination certificate) or "recovered" (certificate of recovery, official notice of self-isolation), with the following additional requirements applying:

Attendance at **Burgtheater** and **Volksoper Wien** events is only possible with a **2G proof + a negative PCR test** which is not older than 48 hours.

Attendance at **Vienna State Opera** events is only possible with a **1G booster proof + a negative PCR test** which is not older than 48 hours.

The 48-hour validity period starts from the time the test is taken, not from the time of the result. The proof must be valid until the end of the performance.

#### Exception from the 2G requirement:

- **Children up to 6 years of age do not need any proof to access** the theatre houses of Austrian Federal Theatres.
- For **children from their 6th birthday until three months after their 12th birthday**, the **3G rule** applies in all venues of Austrian Federal Theatres, i.e. "vaccinated" (vaccination certificate), "recovered" (recovery certificate, certificate of self-isolation) or "tested" (PCR test not older than 72 hours - or antigen test not older than 48 hours)  
For this age group, the school pass ("Ninja Pass") is valid as proof during also on weekends.
- For **school-age children from their 12th birthday plus three months the 2.5G rule** applies for all events in which the 2G requirement or "2G + PCR test requirement applies, i.e. "vaccinated" (vaccination certificate), "recovered" (recovery certificate, certificate of self-isolation) or "tested" (PCR test not older than 48 hours). The **"Ninja Pass"** is valid during the week, but not over the whole weekend.
- The obligation to present a 2G certificate does not apply to visitors who do not have a vaccination or convalescence certificate and **cannot be vaccinated for health reasons**. In such cases, proof from an authorised body of a negative PCR test, which must not be older than 48 hours, must be presented together with a medical certificate issued by a doctor authorised to practise independently in Austria or the EEA.

#### Exception from the 1 G booster requirement:

For children up to their 12th birthday, the same exceptions apply as for 2G proof. For children from the 12th birthday on, the same rules apply as for adults.

#### The following is deemed as valid 2G proof:

### **“Recovered”**

- Certificate of recovery not older than 180 days.
- Official notice of self-isolation not older than 180 days.

### **“Vaccinated”**

The EU-compliant vaccination certificate, the yellow vaccination certificate, a vaccination card and a printout or a PDF (e.g. on a mobile phone) of the data from the digital vaccination certificate are valid as proof of vaccination. The vaccination must have been carried out with a centrally approved vaccine (currently BioNTech/Pfizer, Moderna, AstraZeneca and Janssen Pharmaceutica NV).

- Immunisation by **two partial vaccinations**:
  - After having received the second vaccination, the validity of the vaccination certificate is 270 days and at least 14 days must have elapsed between the two vaccinations.
- Immunisation by **one vaccination**:
  - Vaccination of recovered persons, provided that a positive molecular biological test for SARS-CoV-2 was available 21 days before the vaccination, whereby the vaccination since 6 December must not have been carried out more than 270 days earlier.
- Immunisation by **third and further vaccinations**:
  - After receiving another vaccination (e.g. “third dose”), the validity period of the vaccination certificate is again 270 days. At least 120 days must have elapsed between this vaccination and any previous vaccination.

### **The following is accepted as 1 G booster proof:**

- 3 x vaccinated (BioNTech/Pfizer, Moderna AstraZeneca, Johnson & Johnson Janssen Pharmaceutica NV)
- or
- recovered plus 2x vaccinated or 2 x vaccinated plus recovered

### **Forms of proof**

Proof must be presented to the ushers in digital form (e.g. Green Pass or pdf) or in paper form together with an official photo ID (in the case of a "corona test pass" issued by an Austrian school, a student ID, free public transport card or similar is sufficient) upon entering the building and without being asked to do so, and must be kept ready for the duration of the stay in the venue.

Proof must be submitted in Latin letters in German or in English or in the form of a certificate pursuant to section 4b (1) of the Epidemics Act 1950 (*Epidemiegesetz*) as amended (e.g. Green Pass). Certificates of neutralizing antibodies are not considered as a valid 2G proof.

For test certificates to be admissible they have to be issued by an official body (e.g. testing centre, pharmacy, “*Wien Gurgelt*” platform. So-called living room tests are not valid proof.

### **4. Personalisation of tickets**

All tickets will be personalised without exception and the name of each visitor will be printed on the ticket to enable rapid tracing in case of a suspected infection. Please make sure that, when you purchase tickets for other visitors, you are allowed to provide their contact details.

Tickets will not be sold to unnamed visitors!

When purchasing tickets, a telephone number and, if available, an email address of each visitor must be disclosed in case the authorities need to contact you. Data such collected will be shared only by official request.

Only the person named on the ticket will be allowed to enter and attend the event. An official photo ID must be presented to the ushers upon entering the building and without being asked to do so. Tickets may not be passed on to third parties unless the printed name is updated. In the case of print@home tickets, you can update the personalisation yourself online (on the website of the respective theatre house, i.e. wiener-staatsoper.at, burgtheater.at or volksoper.at, or on culturall.com). Updating at the Federal Theatres box offices is possible **up to 24 hours prior to the performance** at the latest.

The resale of tickets for commercial purposes is prohibited without the organiser's approval. In the event of approved commercial resales, Austrian Federal Theatres must be provided with the name, telephone number and seat of each visitor.

## **5. Seating**

Seats will be assigned in compliance with the legal provisions in force. Assigned seats must be strictly adhered to. The theatre houses of Austrian Federal Theatres reserve the right, for organisational reasons, to provide seats in the same category other than those indicated on the ticket. The instructions of the ushers must be complied with at all times. No standing room may be offered until further notice.

## **6. Sale-or-return**

If a sale-or-return system has been set up, only the entire transaction, but not individual tickets, can be returned for sale.

## **7. Special rules for ticket returns**

Should individual customers be unable to attend a performance in the wake of measures imposed by the authorities in connection with the COVID-19 pandemic (especially quarantine imposed by the authorities), the ticket price will be refunded upon presentation of official proof no later than one day prior to the performance.

### **Procedure in case of travel warnings**

Pursuant to the Terms and Conditions for Ticket Sales of Austrian Federal Theatres and section 18 para 1 subpara 10 of the Distance and Off-Premises Contracts Act (*FAGG, Fern- und Auswärtsgeschäfte-Gesetz*), customers generally have no right of withdrawal when purchasing tickets. Individual customers may nevertheless cancel tickets if they submit a request no earlier than 14 days and no later than 24 hours prior to the start of the relevant event, in which they provide proof or credibly demonstrate that the following conditions are met:

- a) the customer resides in a state outside of Austria at the time of making the request, and
- b) at the time of making the request, the state in which the customer resides has an official level 5 (warning against travelling to Vienna) or level 6 (warning against travelling to Austria in general) travel warning in place.

If all conditions are met, the ticket price is refunded to the customer (unless the customer is a reseller) using the original method of payment or another method of payment to be specified.

Resellers will receive a voucher equivalent to the ticket price if they provide proof that the conditions under a) and b) apply to their customers.

For tickets which are cancelled earlier than 14 days prior to the performance date or later than one day prior to the performance date, there is no right to a refund or credit. Furthermore, there is no right to reimbursement of expenses, such as travel costs or similar.

#### **8. Changes of cast and programme**

COVID-19-related cast, programme and start time changes do not entitle ticket buyers to return their tickets. In case of changes, ticket buyers will be informed by the theatre houses of Austrian Federal Theatres to the extent possible.

#### **9. Cancellation of performances and reduced audience numbers**

If a performance must be cancelled due to COVID-19 or audience numbers are reduced, customers will be refunded the ticket price in full or – if an event has to be ended prematurely – on a pro-rata basis. The ticket price may also be refunded in the form of vouchers. Further claims shall be excluded in any case.

Vienna, 10 January 2022