

## 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 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.

**Any regulations regarding the wearing of a mask must also be observed.** A non-binding summary of the current regulations on which masks are to be worn, for which events masks are compulsory and which exceptions apply (e.g. for children) can be found on the websites of the theatres at [burgtheater.at](http://burgtheater.at), [volksoper.at](http://volksoper.at), [wiener-staatsoper.at](http://wiener-staatsoper.at) or can be obtained by telephone.

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

Due to current legal provisions, admission to Federal Theatres events may only be possible upon **submission of proof of a low epidemiological risk in accordance**. A non-binding summary of the regulations currently in force can be found on the websites of the theatres at [burgtheater.at](http://burgtheater.at), [volksoper.at](http://volksoper.at), [wiener-staatsoper.at](http://wiener-staatsoper.at) or can be obtained by telephone.

### 4. Forms of proof

Any proof submitted must comply with the statutory requirements and 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**).

### 5. Personalisation of tickets

Given the statutory regulations in force, tickets may be personalised 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.

#### **In the event that a personalisation of tickets is required given the current statutory regulations in force, the following applies:**

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](http://wiener-staatsoper.at), [burgtheater.at](http://burgtheater.at) or [volksoper.at](http://volksoper.at), or on [culturall.com](http://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.

### 6. 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.

## 7. 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.

## 8. 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.

## 9. 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.

**Failure to comply with the security regulations or legal requirements does not entitle the holder to return tickets or make any other claims.**

## 10. 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.

## 11. 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, 20 March 2022