



TERMS AND CONDITIONS OF THE ELBPILHARMONIE UND LAEISZHALLE BETRIEBSGESELLSCHAFT MBH

You will find our Terms and Conditions below:

1. For Admission Tickets
Terms and Conditions of the Elbphilharmonie und Laeiszhalle Betriebsgesellschaft mbH for the purchase of admission tickets
2. For Goods (not incl. Admission Tickets)
Terms and Conditions of the Elbphilharmonie und Laeiszhalle Betriebsgesellschaft mbH for the purchase of goods (not incl. admission tickets)

Terms and Conditions of the Elbphilharmonie und Laeiszhalle Betriebsgesellschaft mbH for the Purchase of Admission Tickets

I. Scope

- I.1. These Terms and Conditions apply to events, guided tours and visits to the Elbphilharmonie Plaza offered by Elbphilharmonie und Laeiszhalle Betriebsgesellschaft mbH (hereinafter: ELBG) either in their own name or on behalf of the respective event Promoter.
- I.2. Should further Terms and Conditions be included in the contract, in particular the Promoter's own Terms and Conditions, these Terms and Conditions shall take precedence over further Terms and Conditions in the event of contradictions. The General Insurance Conditions (GCI) of the insurer also apply to ticket insurance.
- I.3. In addition to these Terms and Conditions, the house regulations available at the venue shall apply. In case of contradictions, these Terms and Conditions take precedence over the house regulations.

II. Contractual Partner / Services

- II.1. ELBG sells tickets exclusively on behalf of the respective Promoter, unless it itself is expressly designated as the Promoter (e.g. when visiting the Plaza or on guided tours of the Elbphilharmonie). The rights and obligations arising from the event contract are therefore established between the respective Promoter and the customer, so that the customer's claims arising from the event contract (e.g. regarding the organisation of the event, cancellation, relocation, etc.) must be asserted directly against the Promoter.
- II.2. ELBG is commissioned by the Promoter with the execution and processing of ticket sales (execution of the order process, dispatch of tickets, payment processing, etc.). The respective Promoter remains the contractual partner. For a quicker handling of questions or problems, the customer is asked to contact ELBG.
- II.3. Neither ELBG nor the Promoter are contractual partners with regard to any claim for transport with the transport companies in the Hamburger Verkehrsverbund (HVV) connected with the conclusion of the event contract. Rather, the contracting party is the responsible transport company of the Hamburger Verkehrsverbund with regard to transport. ELBG collects the travel



costs included in the ticket price for the transport company. With the exception of events at the Elbphilharmonie, not all admission tickets are eligible for transport, but only those designated as »Kombi-Tickets«. The customer has no right to choose between a »Kombi-Ticket« and a standard ticket.

III. Order / Conclusion of Contract

- III.1. The order of the customer through a ticket shop, by telephone or through the online shop represents the offer to conclude the event contract, which is accepted by the respective Promoter, represented by ELBG, in accordance with the following regulations.
- III.2. The contract is concluded when the customer places an order at a ticket shop of ELBG or another authorised sales outlet and the admission ticket is handed over.
- III.3. In the case of an order by telephone, the contract is concluded by the declaration of acceptance of the ELBG employee on the telephone.
- III.4. When placing an order in the online shop, the contract is concluded as follows: The customer selects the tickets he intends to buy and places them in his/her shopping basket. Via the button »Checkout« the customer is asked to enter his/her personal data or to log in and to specify the desired delivery method. The available payment methods are then displayed to the customer. After selecting the payment method, all order data is displayed to the customer on the order overview page »Summary«. As soon as the customer has confirmed that he has read the Terms and Conditions and the Privacy Policy and then clicked on the »buy now« button, he triggers the order and thus submits his/her offer to conclude the contract. The Promoter's declaration of acceptance will be sent by email.

As long as the button »buy now« has not been clicked, the order data can be changed or the purchase can be cancelled at any time. To change the order data, the customer can either click on the »back« button (also via the »back« function of the browser) or use the individual buttons of the shopping basket system to access the desired page of the order process and make changes there.

The concrete contract text of the order is not stored. Before completing the order, however, it is possible to view the contract data, print it using the browser's print function and save the data yourself. These can also be viewed in the customer account at any time after ordering.

- III.5. If tickets are issued at random, e.g. due to high demand, the customer can select tickets in a certain price category as part of the ordering process and participate in the ordering process. If the customer is then randomly allocated or offered an admission ticket of the price category chosen by him or another price category, an event contract will only be concluded with him after that.

Participation in the ordering procedure is non-binding for the customer; the Promoter and ELBG shall not charge any costs for participation in the ordering procedure.

Participation in the ordering process takes place in such a way that the customer selects the desired tickets in the online shop and then clicks on the »order now« button. After the tickets have been issued at random, each participant will be informed by email whether or not they have been allocated tickets. In the event of notification of successful allocation, this shall also constitute the Promoter's offer to conclude the event contract, which the customer may then accept. There is no obligation to do so.

In the case of random assignment, legal recourse is excluded. No rights can be derived solely from participation in the ordering process at random.



Participation in the ordering process is only permitted for the specified maximum quantity of admission tickets. Participants who circumvent this rule - e.g. by specifying different names - can be excluded from the allocation of tickets. The same applies to persons who are excluded from the purchase of admission tickets for other reasons.

IV. Price Components / Shipping Costs / Terms of Payment

- IV.1. The amount to be paid by the customer for the admission tickets may exceed the prices printed on the admission tickets, as, for example, the advance booking offices may charge separate advance booking fees. If processing and shipping costs are charged in ELBG's online shop, however, these are visible in the shopping basket before the customer's order is triggered, so that the total price to be paid is always recognisable. All prices quoted in the online shop include the applicable statutory value-added tax.
- IV.2. IV.2 If tickets are delivered by post, they will be sent by standard mail. An additional handling fee of 4.50 EUR is charged for shipping and 6.50 EUR for group tickets, which includes the shipping costs.
- IV.3. IV.3 Depending on the event and order models, the customer can choose between the following payment methods within the scope of his/her order:
- Cash payment (only at box offices)
 - Payment in advance
 - Credit card (Visa, MasterCard / EuroCard)
 - Sofortüberweisung (direct bank transfer)
 - PayPal
- IV.4. If payment is made in advance, the total price must be transferred to the account specified by ELBG by the date stated by ELBG in the invoice. The tickets ordered will not be dispatched until the full amount has been received.
- IV.5. If an instant payment system (PayPal, Sofortüberweisung) has been selected as payment method, the customer will either be redirected to the order overview page or to the corresponding website of the provider of the instant payment system. There, the appropriate selection or entry of personal data must then be made.
- IV.6. The Promoter and ELBG reserve the right to restrict the use of the above payment methods individually to the use of one or only certain payment methods.

V. Payment Date / Retention of Proprietary Rights / Chargeback

- V.1. The purchase price becomes due immediately upon conclusion of the contract, unless otherwise notified by the Promoter or ELBG (e.g. in the case of prepayment).
- V.2. Tickets remain the property of the Promoter until full payment has been received.
- Should a payment be debited back in the case of payment by credit card, the customer is obliged to reimburse the costs incurred by the chargeback, in particular the fees of third parties, such as the banks involved. Further claims of the Promoter due to delay or non-performance of the customer remain unaffected by this. In order to avoid the costs associated with the direct debit, the customer is asked not to object to the direct debit in the event of withdrawal from the purchase contract, a return or a complaint, but to agree with ELBG on the reversal of the payment.



VI. Delivery / Transfer of Risk

- VI.1. Tickets are either handed over to the customer directly on site, delivered on request or are available as Print@Home tickets or mobile tickets. The dispatch of the tickets is possible only 10 days or more before the respective event. For events at the Elbphilharmonie, only the first use of the barcode printed on the ticket entitles the holder to admission - irrespective of whether it is shown on an original ticket, as a Print@Home printout or as a mobile ticket via mobile device. It is the customer's responsibility to protect his/her webshop account, Print@Home printout or mobile ticket from unauthorised access by third parties. If a Print@Home ticket is used at other venues, only the first printout presented to the admission staff is valid. Copies or reprints of this ticket are made at the customer's own risk.
- VI.2. If the tickets are dispatched at the customer's request, the risk of accidental loss, loss or accidental deterioration shall pass to the customer as soon as the Promoter or ELBG has handed over the tickets to the shipping company. The selection of the shipping company is made by the Promoter or ELBG.
- VI.3. If tickets are deposited at a ticket shop or at the box office at the customer's request, the customer may only collect the tickets from there during opening hours.

VII. Maximum Order Quantity / Contractual Penalty

- VII.1. Each customer may – irrespective of the number of order transactions – order no more than the maximum number of admission tickets stated as a maximum quantity. Circumvention of this prohibition, e.g. by giving different names, is prohibited.
- VII.2. In the event of a violation of this prohibition, the Promoter is entitled to withdraw from the event contracts concluded by the customer for this event in excess of the maximum quantity (e.g. by blocking the admission tickets). In addition, the customer is obliged to pay a contractual penalty to the Promoter, the amount of which is to be determined by the Promoter at its reasonable discretion and which, in the event of a dispute, may be reviewed by the relevant court, but which may not exceed five times the value of the tickets covered by the cancellation. If the customer is entitled to a refund due to the withdrawal, the Promoter can offset this against the contractual penalty. Any other contractual penalties shall be taken into account when determining the contractual penalty. The Promoter's claims for damages shall remain unaffected, whereby the contractual penalties shall be offset against claims for damages based on the same facts.

VIII. Purpose of Use / Transfer to Third Parties / Contractual Penalty

- VIII.1. ELBG and the Promoter have an interest in preventing the resale of tickets at excessive prices and the risk of criminal offences in connection with attending the events. For this reason, the following regulations apply to the use and transfer of admission tickets.
- VIII.2. Tickets may only be purchased and used for private purposes.
- VIII.3. It is prohibited,
- to resell tickets if the resale price exceeds the fee paid by the customer for each ticket, including any fees such as advance booking, processing and service fees and shipping costs plus a lump sum of 5.00 EUR, by more than 10 %; this also applies, in particular, within the scope of a private transfer;
 - to sell admission tickets within the framework of auctions (in particular on the Internet) itself or through third parties;
 - to sell admission tickets via Internet marketplaces or consumer-to-consumer Internet platforms or Internet ticket exchanges themselves or through third parties;



- to sell admission tickets commercially without the express prior written consent of the Promoter or ELBG;
- to sell or transfer admission tickets free of charge without the express prior written consent of the Promoter or ELBG for purposes of advertising, marketing, as a bonus, promotional gift, prize or part of a hospitality or travel package;
- to intentionally sell or transfer admission tickets to persons who are banned from the venue or event spaces;
- to sell or transfer admission tickets without agreeing with the person who takes over the admission ticket that this person is bound to these Terms and Conditions – in particular to the regulations in Clause 8 – in connection with the Promoter after the transfer and that the Promoter is therefore also entitled to the rights arising from this contract in connection with the transferee of the admission ticket (contract in favour of third parties).

- VIII.4. The resale and transfer of admission tickets in violation of Clauses VIII.2. and VIII.3. is prohibited. The same applies to the offer of admission tickets if the resale or transfer corresponding to the offer would violate Clauses VIII.2. and VIII.3.
- VIII.5. In the event that an admission ticket is resold or transferred, the customer is obliged, at the request of the Promoter, to inform the latter within 14 days of the name and address of the recipient of the admission ticket.
- VIII.6. For each violation of the prohibition mentioned in Clause VIII.4. or the requirement mentioned in Clause VIII.5. the customer is obliged to pay a contractual penalty to the Promoter, the amount of which is to be determined by the Promoter at its reasonable discretion and which in the event of a dispute may be reviewed by the relevant court, which may not exceed 2,500.00 EUR per violation. The number of tickets illegally offered or transferred or the number of tickets transferred for which the name and address of the recipient was not disclosed shall be decisive for the number of infringements. Any other contractual penalties shall be taken into account when determining the contractual penalty. The Promoter's claims for damages shall remain unaffected, whereby the contractual penalties shall be offset against claims for damages based on the same facts.
- VIII.7. In the event of a violation of the prohibition pursuant to Clause VIII.4. or the bid pursuant to Clause VIII.5., the Promoter is entitled, in addition to the demand for a contractual penalty, to withdraw from the event contract (e.g. by blocking the admission ticket) and/or to exclude the customer from the purchase of admission tickets in the future without prejudice to the contractual freedom of the Promoter. If the customer is entitled to a refund due to the withdrawal, the Promoter can offset this with the contractual penalty.
- VIII.8. If, when transferring the admission ticket, the customer has not agreed with the transferee that the transferee is bound towards the Promoter in these Terms and Conditions after transferring it – in particular to the regulations in Clause VIII – and if, for this reason, it is not possible to assert a contractual penalty against the transferee, the Promoter is entitled to demand a contractual penalty from the customer. Clause VIII.6. shall apply accordingly for the determination of the contractual penalty; in the event of a dispute, the contractual penalty may be reviewed by the relevant court. The Promoter's claims for damages shall remain unaffected, whereby the contractual penalties shall be offset against claims for damages based on the same circumstances.
- VIII.9. Due to its position as representative of the Promoter, ELBG is, in particular, entitled to exercise the rights of the Promoter as provided for in Clauses VIII.2. to VIII.8. for the Promoter and on its behalf.



VIII.10. Clauses VIII.1.-VIII.9. also apply to subscriptions and individual admission tickets and visiting rights resulting from a subscription.

IX. Acquisition Under a Third Party's Name or by a Representative / Contractual Penalty

- IX.1. The purchase of admission tickets under a third party's name, in particular by operators of Internet ticket platforms, is prohibited.
- IX.2. The Promoter is entitled to withdraw from the contract (e.g. by blocking the admission ticket) if an admission ticket is purchased contrary to the prohibition in Clause IX.1. and the contract was initially concluded due to lack of knowledge of the Promoter of the violation.
- IX.3. The purchaser of the admission ticket is also obliged to pay a contractual penalty to the Promoter for each violation of the prohibition in Clause IX.1, the amount of which is to be determined by the Promoter at its reasonable discretion and which may be reviewed in the event of a dispute by the relevant court, but may not exceed 2,500.00 EUR per violation. The number of tickets purchased under a third party's name is decisive for the number of infringements.
- IX.4. If the customer is entitled to a claim for reimbursement due to the withdrawal pursuant to Clause IX.2, the Promoter may offset this against the contractual penalty pursuant to Clause IX.3. Any other contractual penalties shall be taken into account when determining the contractual penalty. Further claims for damages shall remain unaffected, whereby the contractual penalties shall be offset against claims for damages based on the same circumstances.
- IX.5. Due to its position as representative of the Promoter, ELBG is in particular entitled to exercise the rights of the Promoter regulated in Sections IX.1. to IX.4. for the latter and on its behalf.

X. Discounts / Verification of Data

- X.1. Attendance of an event at a reduced price is only possible if the respective discount entitlement still exists on the day of the event. Proof of eligibility must be provided to the admission staff upon request. If no proof is provided, admission to the event is only possible if the difference to the full ticket price is paid. The combination of discounts (e.g. student discounts and reductions for people with disabilities) is excluded.
- X.2. If the right to a discount is not yet available at the time of conclusion of the contract, but is acquired at a later date, there is no claim to subsequent reduction or withdrawal from the contract. The same applies if an Promoter introduces and offers discounts at a later date.
- X.3. The customer is obliged to check the tickets immediately upon receipt for their correctness with regard to number, date and location of the event, time, discount, etc. and to assert any complaints without delay. If an admission ticket is purchased at a ticket shop, it must be checked immediately on site. The same applies to the confirmation email sent to the customer, which must also be checked for accuracy of the data immediately upon receipt. Complaints about tickets not purchased on site can be made by telephone via the ELBG hotline (+49 40 357 666 66) or by email to tickets@elbphilharmonie.de.

XI. Wheelchair Users / Guide and Assistance dogs

Places are available for wheelchair users. The right to an accessible place only exists if a corresponding request has been registered before the purchase of an admission ticket and the Promoter or ELBG as its representative has confirmed that such a place is available. Guide and assistance dogs must be registered in advance.



XII. Revocation (Cancellation)

The customer may not revoke his/her declaration directed towards the conclusion of the contract, as there is no right of revocation pursuant to § 312 g para. 2, sentence 1 no. 9 BGB (German Civil Code). Tickets are therefore not refundable.

XIII. Data Protection

The data collected in connection with orders in the online shop and in telephone sales are collected, processed and used in accordance with the valid data protection regulations for the purpose of processing the order, delivering the ordered articles and handling payments. You can find further information in our Privacy Policy at www.elbphilharmonie.de/en/privacy-policy.

XIV. Dispute Resolution

The EU provides an online platform for out-of-court dispute resolution for consumers at <http://ec.europa.eu/consumers/odr/>

ELBG is not obliged to participate in dispute resolution proceedings before a consumer arbitration body. However, it is prepared to participate in such a dispute settlement procedure in cases where it is itself the Promoter. The same applies to the Promoter HamburgMusik gGmbH.

XV. Choice of Law / Agreement on International and Local Jurisdiction

- XV.1. The law of the Federal Republic of Germany shall apply exclusively, with the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- XV.2. The German courts shall have exclusive international jurisdiction for legal disputes arising from or in connection with the event contract if the customer has concluded the contract for a purpose which can be attributed to his/her professional or commercial activity or if the customer had his/her place of residence or usual abode in the Federal Republic of Germany when the contract was concluded. In all other respects, the statutory rules of jurisdiction shall apply.
- XV.3. If the German courts have international jurisdiction and if the customer was a merchant at the time the contract was concluded, the courts in Hamburg-Mitte (Amtsgericht Hamburg-Mitte or Landgericht Hamburg) shall have exclusive local jurisdiction. In all other respects, the statutory rules of jurisdiction shall apply.

XVI. Special Regulations for Event Contracts with HamburgMusik gGmbH and ELBG

The following regulations only apply if HamburgMusik gGmbH and/or ELBG is the Promoter.

- XVI.1. Cancellation, Relocation and Modification of Events of HamburgMusik gGmbH or ELBG
- XVI.2. The Promoter reserves the right to cancel or terminate an event due to force majeure (in particular, storms, earthquakes, floods, fire, war, strikes, external operational disruptions – for example, due to a power failure), because the state security authorities advise against or prohibit the execution or continuation of the event due to the risk of a terrorist attack or because of the hindrance, illness or death of a performer, if no replacement is available or this is indicated for reasons of piety. In this event, the customer will receive the ticket price back in full or – if the event is terminated after it has begun – proportionately. Further claims of the customer are excluded if the Promoter is not responsible for the reason for the cancellation or termination of the event. The Promoter's statutory rights to cancel or terminate an event remain unaffected.
- XVI.3. The Promoter reserves the right, in the event of the hindrance, illness or death of a performer, to change the cast and/or the programme at its reasonable discretion or to move the event to a



different location or to a different date at its reasonable discretion for a reason stated in Clause XVI.1.1, provided this is reasonable for the customer, taking into account the interests of the Promoter. In this case, the customer's rights of withdrawal and reduction are excluded. The Promoter's statutory rights to relocate or change an event remain unaffected.

- XVI.4. The Promoter reserves the right to allocate the customer a different seat for the event in question at its reasonable discretion even after conclusion of the contract if the seat shown on the admission ticket is not available (e.g. due to a defect) and this is reasonable for the customer taking into account the interests of the Promoter. In this case, the customer's rights of refund and reduction of ticket price are excluded. The Promoter's legal rights to change the venue remain unaffected.
- XVI.5. In the case of a guided tour through the Elbphilharmonie, there is no claim to certain spaces being visited. ELBG endeavours to make it possible to visit the Grand Hall on every guided tour; however, this may be excluded in individual cases, due to rehearsals etc. taking place there.
- XVI.6. Liability of HamburgMusik gGmbH, ELBG and its Vicarious Agents and Legal Representatives
- XVI.7. The liability of the Promoter for damages resulting from injury to life, body or health, which is not based on a culpable (i.e. intentional or negligent) breach of duty by the Promoter or its legal representatives or vicarious agents, is excluded.
- XVI.8. The Promoter is only liable for damages other than those resulting from injury to life, body or health if they are based on intent or gross negligence on the part of the Promoter or its legal representatives or vicarious agents. However, insofar as the damages are based on the breach of essential contractual obligations (i.e. obligations whose fulfilment is essential for the proper performance of the contract and on whose compliance the contractual partner regularly relies and may rely), the Promoter shall be liable for any fault, however, in the case of slight negligence limited to the foreseeable, contract-typical damage.
- XVI.9. Liability under the Product Liability Act, which governs a manufacturer's liability for products, remains unaffected by Clauses XVI.2.1. and XVI.2.2.
- XVI.10. The regulations according to Clauses XVI.2.1. to XVI.2.3. apply accordingly to the liability of vicarious agents and legal representatives of the Promoter. They also apply accordingly to the liability of ELBG and its vicarious agents and legal representatives.



Terms and Conditions of the Elbphilharmonie und Laeiszhalle Betriebsgesellschaft mbH for the Purchase of Goods (not incl. Admission Tickets)

I. Scope / Definitions

- I.1. These Terms and Conditions apply to purchase contracts for goods and vouchers concluded between the Elbphilharmonie und Laeiszhalle Betriebsgesellschaft mbH, Platz der Deutschen Einheit 4, 20457 Hamburg, Tel: +49 40 357 666 0, registered in the Commercial Register of Hamburg Local Court under HRB 107803, represented by the managing directors Christoph Lieben-Seutter and Jochen Margedant, VAT Identification No. DE262934253 - hereinafter »ELBG« - and their customers, via the ELBG online shop at www.elbphilharmonie.com, by telephone or an ELBG sales outlet.
- I.2. These Terms and Conditions do not apply to the purchase of admission tickets for events – for the purchase of admission tickets, the Terms and Conditions of ELBG for the Purchase of Admission Tickets apply.
- I.3. Deviating Terms and Conditions of the customer are not accepted by ELBG unless ELBG expressly agrees to their validity in writing.
- I.4. The customer is a consumer, as far as the purpose of the ordered deliveries and services cannot be predominantly attributed to his/her commercial or self-employed professional activity. By contrast, an entrepreneur is any natural or legal person or partnership with legal capacity who, when concluding the contract, acts in the exercise of his/her commercial or self-employed professional activity.

II. Conclusion of Contract

- II.1. The order of the customer in the online shop of ELBG, by telephone or from an ELBG sales outlet represents the offer to conclude a purchase contract, which is accepted by ELBG according to the following regulations.
- II.2. In the case of an order placed by the customer at an ELBG sales outlet, the contract is concluded by the handing over of goods.
- II.3. In the case of an order by telephone, the contract is concluded by the declaration of acceptance of the ELBG employee on the telephone.
- II.4. When placing an order in the online shop, the contract is concluded as follows: The customer selects the tickets he/she intends to buy and places them in his/her shopping basket. Via the button »Checkout« the customer is asked to enter his/her personal data or to login and to specify the desired shipping method. The available payment methods are then displayed to the customer. After selecting the payment method, all order data is displayed to the customer on the order overview page »Summary«. As soon as the customer has confirmed that he/she has read the Terms and Conditions and the Privacy Policy and then clicked on the »buy now« button, he/she triggers the order and thus submits his/her offer to conclude the contract. The Promoter's declaration of acceptance will be sent by email.

As long as the button »buy now« has not been clicked, the order data can be changed or the purchase can be cancelled at any time. To change the order data, the customer can either click on the »back« button (also via the »back« function of the browser) or use the individual buttons of the shopping cart system to access the desired page of the order process and make changes there.



The concrete contract text of the order is not stored. Before completing the order, however, it is possible to view the contract data, print it using the browser's print function and save the data yourself. These can also be viewed in the customer account at any time after ordering.

The contents of the contract will be sent to the customer on a permanent data carrier (email or paper printout) at the latest upon delivery of the goods.

III. Delivery / Availability of Goods

- III.1. If the goods are sold at a point of sale, they will be handed over immediately, unless otherwise stated.
- III.2. The delivery times stated by ELBG in the online shop and in telephone sales are calculated from the time of the order confirmation, provided that the purchase price has been paid in advance (except for purchase on account). If no or no deviating delivery time is indicated, it is 10 days.
- III.3. In the case of an order by telephone, the contract is concluded by the declaration of acceptance of the ELBG employee on the telephone.

IV. Price Components / Shipping Costs / Terms of Payment

- IV.1. All prices quoted include the applicable statutory value added tax.
- IV.2. The shipping costs are indicated to the customer in the order form of the online shop or verbally in the telephone sales and are to be borne by the customer, as far as the customer does not make use of his/her right of withdrawal.
- IV.3. In the event of withdrawal, the customer shall bear the direct costs of the return shipment.

V. Terms of Payment

- V.1. Depending on the order modalities, the customer can choose between the following payment methods:
 - Cash payment (only at ticket offices)
 - Payment in advance
 - Credit card (Visa, MasterCard / EuroCard)
 - Sofortüberweisung (direct bank transfer)
 - PayPal
- V.2. The customer can change the payment method stored in his/her user account of the online shop to another payment method approved by ELBG at any time.
- V.3. If payment is made in advance, the total price must be transferred to the account specified by ELBG by the date stated by ELBG in the invoice. The goods will not be dispatched until the full amount has been received.
- V.4. If an instant payment system (PayPal, Sofortüberweisung) has been selected as the payment method, the customer will be forwarded to either the order overview page or the corresponding website of the provider of the instant payment system. There, the appropriate selection or entry of personal data must then be made.
- V.5. ELBG reserves the right to restrict the use of the above payment methods individually to the use of one or only certain payment methods.



VI. Payment Deadline / Retention of Proprietary Rights / Chargeback

- VI.1. The purchase price becomes due immediately upon conclusion of the contract, unless otherwise notified by ELBG (e.g. in the case of advance payment).
- VI.2. The goods remain the property of ELBG until full payment has been made by the customer.
- VI.3. Should a payment be debited back in the case of payment by credit card, the customer is obliged to reimburse the costs incurred by the chargeback, in particular the fees of third parties such as the banks involved. Further claims of ELBG due to delay or non-performance of the customer remain unaffected by this. In order to avoid the costs associated with the direct debit, the customer is asked not to object to the direct debit in the event of withdrawal from the purchase contract, a return or a complaint, but to agree with ELBG on the reversal of the payment.

VII. Delivery / Transfer of Risk

- VII.1. The goods are dispatched by post.
- VII.2. The shipping risk is borne by ELBG if the customer is a consumer and he/she buys the goods for purposes which cannot predominantly be attributed to any commercial or self-employed professional activity of the consumer.

VIII. Warranty for Material Defects / Guarantee

- VIII.1. ELBG is liable for material defects according to the applicable statutory provisions, in particular according to §§ 434 ff. of the German Civil Code. However, the warranty period for items delivered by ELBG to entrepreneurs is 12 months.
- VIII.2. An additional guarantee exists for the goods delivered by ELBG only if this was expressly given in the order confirmation for the respective article.

IX. Liability

- IX.1. The liability of ELBG for damages arising from injury to life, body or health which is not based on a culpable (i.e. intentional or negligent) breach of duty by ELBG or its legal representatives or agents is excluded.
- IX.2. ELBG shall only be liable for damages other than those resulting from injury to life, body or health if they are based on intent or gross negligence on the part of ELBG or its legal representative or vicarious agents. However, to the extent that the damages are based on the breach of material contractual obligations (i.e. obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely), ELBG shall be liable for any fault, however in the case of slight negligence limited to the foreseeable, contract-typical damage.
- IX.3. Liability under the Product Liability Act, which regulates a manufacturer's liability for products, shall remain unaffected by Clauses IX.1. and IX.2.
- IX.4. The limitations of liability resulting from Clauses IX.1. and IX.2. do not apply if ELBG maliciously concealed the defect or assumed a guarantee for the quality of the goods. The same applies if ELBG and the customer have concluded an agreement on the quality of the goods.
- IX.5. The regulations according to Clauses IX.1. to IX.4. apply accordingly to the liability of the vicarious agents and legal representatives of ELBG if claims are asserted directly against them.



X. Revocation (Cancellation) Instruction

- X.1. When concluding a distance contract, consumers generally have a statutory right of revocation (cancellation), about which ELBG provides information in accordance with the legal model below. The exceptions to the right of revocation are regulated in Clause X.2. Clause X.3. contains a template withdrawal form.

REVOCAION INSTRUCTION

Right of Revocation (Cancellation)

You have the right to revoke this contract within fourteen days without giving reasons.

The period of revocation shall be fourteen days from the date on which you or a third party appointed by you who is not the carrier took possession of the goods.

To exercise your right of revocation, you must contact us (Elbphilharmonie und Laeiszhalle Betriebsgesellschaft mbH, Platz der Deutschen Einheit 4, 20457 Hamburg, Germany, phone: +49 40 357 666 0, email: info@elbphilharmonie.de) by means of a clear declaration (e.g. a letter sent by post, fax or email) about your decision to revoke this agreement. You can use the attached template cancellation form, but this is not mandatory.

In order to comply with the revocation period, it is sufficient that you send the notice of the exercise of the right of revocation before the expiry of the revocation period.

Consequences of the Revocation

If you cancel this contract, we will refund all payments we have received from you, including delivery costs (with the exception of additional costs resulting from you choosing a different type of delivery than the cost-effective standard delivery offered by us), immediately and at the latest within fourteen days from the day we receive notice of your cancellation of this contract. We will use the same means of payment for this refund as you used for the original transaction, unless otherwise expressly agreed with you; in no event will you be charged any fees for this refund. We may refuse to refund until we have received the goods back or until you can prove that you have returned the goods, whichever is earlier.

You must return or hand over the goods to us immediately and in any event at the latest within fourteen days from the day on which you inform us of the revocation of this contract. The deadline is met if you send the goods before the expiry of the fourteen-day deadline.

You bear the direct costs of returning the goods.

You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods which is not necessary for checking the quality, properties and function of the goods.

- X.2. The right of revocation does not apply to the sale of goods or vouchers in ELBG sales outlets.
- X.3. ELBG provides information about the template revocation form, in accordance with the statutory provisions, as follows:



TEMPLATE REVOCATION FORM

(If you wish to revoke the contract, please complete and return this form).

- To the Elbphilharmonie und Laeiszhalle Betriebsgesellschaft mbH, Platz der Deutschen Einheit 4, 20457 Hamburg, Germany, email: info@elbphilharmonie.de:
- I/we (*) hereby cancel the contract concluded by me/us (*) for the purchase of the following goods (*) / the provision of the following service (*)
- Ordered on (*) /received on (*)
- Name of the purchaser(s)
- Address of the purchaser(s)
- Signature of the purchaser(s) (only if communicated on paper)
- Date

(*) Delete as applicable

XI. Data Protection

The data collected in connection with orders in the online shop and in telephone sales are collected, processed and used in accordance with the valid data protection regulations for the purpose of processing the order, delivering the ordered articles and handling payments. You can find further information in our Privacy Policy at www.elbphilharmonie.de/en/privacy-policy

XII. Dispute Resolution

The EU provides an online platform for out-of-court dispute resolution for consumers at <http://ec.europa.eu/consumers/odr/>

ELBG is not obliged to participate in dispute resolution proceedings before a consumer arbitration body, but is prepared to do so.

XIII. Choice of Law / Agreement on International and Local Jurisdiction

- XIII.1. The law of the Federal Republic of Germany shall apply, with the exclusion of the UN Sales Convention. If the customer is a consumer and has concluded the contract for a purpose which cannot be attributed to his/her professional or commercial activity, the choice of law pursuant to sentence 1 shall not affect the protection which the mandatory provisions of the law applicable without choice of law offer the consumer.
- XIII.2. The German courts shall have exclusive international jurisdiction for legal disputes arising from or in connection with the event contract if the customer has concluded the contract for a purpose that can be attributed to his/her professional or commercial activity or if the customer was domiciled or habitually resident in the Federal Republic of Germany when the contract was concluded. In all other respects, the statutory rules of jurisdiction shall apply.
- XIII.3. If the German courts have international jurisdiction and if the customer was a merchant at the time the contract was concluded, the courts in Hamburg-Mitte (Amtsgericht Hamburg-Mitte or Landgericht Hamburg) shall have exclusive local jurisdiction. In all other respects, the statutory rules of jurisdiction shall apply.

As at: June 20, 2018