

GENERAL TERMS AND CONDITIONS (GTC) STIFTUNG SINFONIEORCHESTER BASEL (SOB)

1. SCOPE OF APPLICATION

- 1.1 These General Terms and Conditions apply to all products and services of the Sinfonieorchester Basel ("SOB") offered on the SOB website (www.sinfonieorchesterbasel.ch), in the orchestra office and at the box office as well as at the advance booking offices Kulturhaus Bider & Tanner (Aeschenvorstadt 2, 4010 Basel) and at the box office Stadtcasino Basel (Steinenberg 14 / Tourist Info, 4051 Basel) (hereinafter collectively referred to as "advance booking offices") and for attendance at SOB events. Deviating written agreements, telephone or verbal agreements or agreements by e-mail are only binding if SOB has confirmed them in writing.
- 1.2 With the purchase of products or participation in events organized by SOB, these terms and conditions are deemed to be agreed.
- 1.3 Deviating agreements between third party organizers and visitors of events require the consent of SOB.
- 1.4 In connection with the purchase of tickets from or contracts with other ticket providers or advance booking offices, the General Terms and Conditions of the latter shall apply, if applicable.
- 1.5 For the sake of readability, no different language forms are used in these GTC. All references to persons and functions shall apply to all persons concerned, irrespective of their sex.

2. CONCERT CANCELLATIONS/PROGRAM CHANGES

- 2.1 SOB reserves the right to cancel, change, postpone or relocate events, even at short notice.
- 2.2 If an event is cancelled prior to its commencement, or if an equivalent seat cannot be allocated due to a postponement or change of venue, the purchase price shown on the ticket will be refunded in accordance with the following conditions. Unless otherwise stated, refunds may be claimed no later than 10 days after the date of the event upon presentation of the applicable ticket. Further claims for damages are excluded.
- 2.3 If an event has to be canceled after it has started due to safety reasons, operational disruptions (e.g. technical defects or power cuts), cases of force majeure (e.g. bad weather) or similar circumstances, there is no right to a refund.
- 2.4 In the event of cast or program changes, postponement of an event, or relocation of the venue, the ticket price is not refundable. In this case, the tickets remain valid for the new date or venue. In the event of a change in the program, SOB will make every

effort to provide information in a timely manner. SOB is not liable for information on posters and other publications.

- 2.5 If, contrary to the above provisions, SOB grants a full or partial refund of the purchase price in individual cases, this will always be without prejudice and without recognition of any legal obligation.

3. PRE-SALE

- 3.1 Advance ticket sales begin at the times and under the conditions specified in SOB's publications.

- 3.2 Advance ticket sales are available only on the SOB website (www.sinfonieorchesterbasel.ch), at the Orchestra Office, at the box office, and at advance ticket sales points.

- 3.3 The SOB reserves the right to limit the number of tickets per person. This rule also applies to tickets purchased online.

4. ONLINE TICKET ORDERS AND ONLINE SALES

- 4.1 Order / Offer

The SOB website does not contain a contractual offer, but only an invitation to the purchaser to submit an offer. The offer to conclude a contract is made by the purchaser by sending an order to SOB.

- 4.2 Confirmation of receipt and acceptance of the offer

The receipt of an order on the SOB website is confirmed by a separate display after completion of the order process. This does not constitute acceptance of the order. The contract between SOB and the purchaser is only concluded when SOB subsequently confirms the order by e-mail.

Online ticket orders with the Print@Home option can generally be booked until shortly before the event. Mail orders can only be placed up to 7 days before the event.

SOB reserves the right to change the seating plan and to allocate other (equivalent or better) seats to the purchaser if the booked seats are no longer available due to the change.

5. POINTS OF SALE - ORCHESTRA OFFICE, BOX OFFICE AND ADVANCE TICKET OFFICES

- 5.1 SOB products may be purchased at the Orchestra Office, Box Office, and Ticket Agencies at the times indicated in SOB publications.

- 5.2 Wheelchair seating can only be reserved at the Orchestra Office or Bider & Tanner box office.

6. PRICES, FEES, SHIPPING

- 6.1 SOB concerts have different seating and price categories depending on the concert and venue. Surcharges may apply for selected concerts. Different prices are also possible for third party events on SOB's premises.
- 6.2 The seats assigned to the customer at the time of purchase must be maintained. If the patron sits in a seat other than the one indicated on the ticket, SOB may, at its discretion, charge the patron for the difference or eject the patron from the event.
- 6.3 The applicable admission and subscription prices can be found in SOB's publications. Prices are quoted in Swiss francs and include VAT, but exclude delivery charges. Additional costs may be incurred in connection with credit card providers.
- 6.4 SOB charges a handling fee for shipping. SOB will invoice this fee together with the ticket or subscription price.
- 6.5 If seats have limited visibility, this will be taken into account when determining the price.

7. DISCOUNTS

- 7.1 The discounts for individual tickets can be viewed on the SOB website:
<http://www.sinfonieorchesterbasel.ch/>
- 7.2 Subscription discounts are granted only in exceptional cases and by agreement.
- 7.3 Proof of entitlement to a discount must be presented unsolicited to the concert hall staff upon admission to the concert. In the absence of such proof, admission to the event may be denied or made contingent upon payment of the difference in price. There is no guarantee that payment will be made at a later date. If, as a result of such additional payment, the patron is unable to arrive at the concert hall on time and misses the concert, the patron shall not be entitled to any compensation.
- 7.4 Once a ticket or subscription has been purchased, no reduction can be claimed.
- 7.5 Discounts are not cumulative.

8. TERMS OF PAYMENT

- 8.1 Payment may be made in Swiss Francs as follows:
 - a. Credit and debit cards: Visa, MasterCard, PostFinance Card and Diners Card;
 - b. Payment against invoice within 30 days of invoice date, net without discount.
- 8.2 Invoices that remain unpaid after the due date and after three reminders may be collected.

- 8.3 Reserved tickets must be picked up at the box office at least 30 minutes prior to the start of the performance. After this time, the reservation will be canceled, and the tickets will be forfeited.
- 8.4 SOB vouchers are valid for two years from the date of issue. Cash payment is not possible. If the value of the voucher is higher than the value of the services used, the remaining value remains on the voucher and can be used for further purchases at SOB. There is no entitlement to cash payment of the remaining value.

9. DELIVERY, FULFILLMENT, EXCHANGE

- 9.1 SOB delivers tickets and subscriptions as well as other products by means of transportation and shipping companies of its choice to the shipping address specified by the purchaser. Shipment is at the expense and risk of the purchaser. In the event of loss or damage, SOB is not obliged to provide compensation.
- 9.2 Any liability for transportation, delivery and functioning of the telecommunication connections used by the customer is rejected.
- 9.3 As a rule, products ordered online are delivered within 4 working days of acceptance of the order. In exceptional cases, delays may occur despite all efforts. However, even in such cases, SOB is not liable for the delay. In the event of major shipping problems, if it can be proven that SOB is at least grossly negligent, the customer is entitled to withdraw from the contract. This withdrawal must be made in writing by post (see Clause 18).
- 9.4 The buyer is obliged to check the correctness of the order immediately upon receipt. Any complaint must be made immediately, i.e. within 2 working days of receipt of the order, but at least 24 hours before the event. The complaint must be made in writing to SOB. The buyer must prove that the order received does not actually correspond to the order placed. No claims may be made after the expiry of the complaint period.
- 9.5 In the case of CD sales, SOB will, at its own discretion, replace or refund the purchase price of CDs that have a production defect or are otherwise defective, provided that the complaint is made immediately, i.e. within 2 working days of receipt of the order, and the item is returned to SOB in its original packaging together with a clear and written description of the defect. Clause 9.1 remains reserved, i.e. SOB is not liable in the event of transport damage.
- 9.6 Tickets sold cannot be returned or exchanged. If tickets are lost, replacement tickets can only be issued for performances with numbered seats.
- 9.7 Expired tickets will not be refunded or replaced. This applies in particular if a concert is missed due to late arrival. Late admission cannot be guaranteed and will only be granted if a corresponding interruption has been scheduled. In the event of late admission, there is no entitlement to the seat originally booked.
- 9.8 SOB is entitled to charge a processing fee for issuing replacement tickets and season tickets.

9.9 Cancellation

Season tickets are automatically renewed for the next season unless they are canceled by the customer in writing or by e-mail within 30 days of receipt of the invoice.

Subscriptions can only be canceled during the current season in exceptional cases.

10. TRANSFERABILITY

10.1 Individual tickets and subscriptions may be transferred privately as long as they are transferred to persons of the same purchase category (AHV, students, regular).

10.2 Any commercial resale of purchased tickets and subscriptions without the prior consent of SOB is prohibited.

10.3 It is not permitted to use tickets or season tickets in advertising aimed at the general public and/or for a prize draw without the express prior consent of SOB.

11. DOMICILIARY RIGHTS

11.1 SOB exercises domiciliary rights at all event venues.

11.2 In addition to these GTC, the house rules of the respective venue apply.

11.3 SOB may require bags larger than A4 format to be deposited for a fee or may have them searched by a professional security service provider.

11.4 All visitors must follow the instructions of the staff on site and the provisions of any protection concepts.

11.5 Customers and visitors may be refused entry to a performance if they disregard the house rules, justified instructions from the staff or protection concepts, disturb other people, disrupt the performance or if there is reasonable cause to believe that they will disrupt the performance.

12. LIABILITY

12.1 To the extent permitted by law, in particular subject to mandatory statutory provisions on liability for death and personal injury as well as intent and gross negligence, SOB excludes any contractual and non-contractual liability for direct damages and indirect damages, consequential damages and loss of profit. SOB also excludes any contractual and non-contractual liability for damages caused by auxiliary persons to the extent permitted by law. SOB is not liable for damage caused to visitors to events by third parties (e.g. theft) or for lost property. If SOB grants compensation as a gesture of goodwill in individual cases, this is always done without prejudice and without recognition of a legal obligation.

12.2 The purchaser is responsible for the safekeeping of the admission ticket or subscription passes until the event or the expiry of the subscription and bears all dangers and risks associated with loss or damage.

12.3 To the extent permitted by law, SOB excludes all liability for damage or loss, of whatever nature and on whatever legal grounds, that may arise from or in connection with the use of the SOB website (www.sinfonieorchesterbasel.ch/) or with access to this website. No liability or guarantee is assumed for the content of this website, loss of data or incorrect transmission of information. Liability for damages resulting from the use of the content provided is also excluded.

12.4 SOB accepts no liability for the content of websites that visitors to the SOB website (www.sinfonieorchesterbasel.ch) may access via links.

13. DATA PROTECTION

13.1 SOB processes and stores customer data in accordance with the privacy policy of the Stiftung Sinfonieorchester Basel available on the SOB website (www.sinfonieorchesterbasel.ch).

13.2 By visiting the SOB website (www.sinfonieorchesterbasel.ch/), information about the access (IP address, data, time, page visited on the website) may be stored automatically. This information is also processed in accordance with the above mentioned privacy policy.

13.3 For further information on data protection, please refer to the above-mentioned privacy policy.

14. IMAGE AND/OR SOUND RECORDINGS

14.1 Any type of image and/or sound recording is prohibited. Infringements may result in claims for damages.

14.2 In the event of violations, the admission staff is entitled to confiscate the recording devices, excluding liability, and to retain them until the end of the concert. The visitor in question may be excluded from the concert. Recording material of any kind on which parts of the concert are recorded will be confiscated and retained by SOB. They will only be handed over if the owner has guaranteed the deletion of the recordings in advance.

14.3 In the event that image and/or sound recordings are made during a public concert by persons authorized to do so, by purchasing an admission ticket or subscription or attending the performance in question, visitors agree that they may be recorded in image and/or sound and that these recordings may be published or exploited without any claim to remuneration, including for commercial purposes.

14.4 Electronic devices such as cell phones, smartphones, tablets, laptops, pagers and similar are to be set to silent during the event. They must be switched off completely during the concert.

15. CHANGE OF TERMS AND CONDITIONS

SOB reserves the right to adapt and amend the GTC at any time. Amendments shall apply from the publication of the amended privacy policy on the SOB website (www.sinfonieorchesterbasel.ch). The version published on the website is valid in each case.

16. SEVERABILITY CLAUSE

Should any provision of these GTC be invalid, this shall not affect the legal validity of the remaining terms and conditions.

17. PLACE OF JURISDICTION, APPLICABLE LAW AND PLACE OF PERFORMANCE

Swiss law shall apply exclusively. The place of performance and exclusive place of jurisdiction is Basel.

18. CONTACT

The following options are available for contacting SOB:
Orchestra Office, Sinfonieorchester Basel, Picassoplatz 2, CH-4052 Basel,
Tel: +41 61 205 00 95, info@sinfonieorchesterbasel.ch.

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