

General Terms and Conditions of Kultur Ruhr GmbH for the Ruhrtriennale

Kultur Ruhr GmbH (hereinafter "**Organizer**") organizes the annual **Ruhrtriennale** . The following General Terms and Conditions apply to events organized by the Ruhrtriennale (hereinafter "**Events**").

1. General information

- 1.1 These General Terms and Conditions (hereinafter: "**GTC**") apply to the purchase and/or use of tickets for events on site or via a stream as part of the Ruhrtriennale, as well as to the performance and attendance or participation in the respective event.
- 1.2 When purchasing tickets to an event of the Ruhrtriennale(on-site or stream) from an official ticket partner of the organizer, the General Terms and Conditions of the official ticket partner through which the respective ticket is purchased shall apply in addition to these GTC. The ticket partner is CTS EVENTIM AG & Co. KGaA (hereinafter: "**EVENTIM**"), whose General Terms and Conditions can be viewed at <https://www.eventim.de/help/terms/>.

2. Ticket purchase

- 2.1 Tickets can only be purchased from the organizer, e.g. at the box office, by telephone or at an advance booking office, and from the ticket partner EVENTIM. Any remaining tickets can be purchased at the box office, which usually opens one hour before the start of the event.
- 2.2 The organizer is entitled to limit the number of tickets that each customer can purchase. The maximum limit will be communicated or displayed to the customer before the order is placed. If the number of tickets ordered by a customer exceeds the notified maximum limit, the organizer may have the customer's orders that exceed the specified maximum limit cancelled.
- 2.3 Insofar as the ticket is purchased through the ticket partner EVENTIM, the ticket purchase is governed primarily by the contractual terms and conditions of EVENTIM (<https://www.eventim.de/help/terms/>).
- 2.4 When purchasing tickets via the organizer's own web store, the customer can choose from the organizer's events. The presentation and advertising of events in the web store does not constitute a binding offer to conclude a contract. The following also applies to ticket purchases via the web store:
 - 2.4.1 The offer to conclude a contract is made by the customer as soon as he/she has clicked on the button "order with obligation to pay" or on a clearly labeled button in accordance with § 312 j para. 3 BGB. Before sending the order, the customer can change and view the data at any time. However, the application can only be submitted and transmitted if

the customer has accepted these contractual terms and conditions by clicking on the "Accept GTC" button and has thereby included them in his or her application.

- 2.4.2 The organizer will confirm receipt of the submitted order immediately by e-mail. In this e-mail, the customer's order is listed again and the customer can print it out using the "Print" function. Such an e-mail also constitutes a binding acceptance of the order, insofar as the acceptance is declared at the same time as the confirmation of receipt. The contract is only concluded when the organizer issues the declaration of acceptance. In this e-mail or in a separate e-mail, but at the latest upon delivery of the tickets, the text of the contract (consisting of the order, GTC and order confirmation) will be sent to the customer on a durable medium (e-mail or paper printout) (contract confirmation). The contract text is stored in compliance with data protection.
- 2.4.3 If the delivery of the ordered tickets is not possible, for example because the corresponding tickets are not available, the organizer refrains from a declaration of acceptance. In this case, a contract is not concluded. The organizer will inform the customer of this immediately and refund any payment already received without delay.
- 2.5 In the case of orders that are not placed via a web store or with a ticket partner (e.g. EVENTIM), the contract is concluded at the time the ticket is dispatched or handed over at a sales outlet.
- 2.6 The customer may receive the ordered tickets by mail, by printing them himself/herself (Ticketdirect procedure) or on his/her smartphone ("mobile ticket"). Tickets for streaming can alternatively be provided by the organizer in electronic form (e.g. by e-mail, log-in data, link). Which options of ticket provision are provided by the organizer for the respective event will be indicated to the customer prior to the purchase of the respective ticket. Ticketing options may be limited for certain events.
- 2.6.1 The purchased tickets must be checked immediately by the customer with regard to the desired number, price, date, event, venue and seat category. Later complaints cannot be accepted.
- 2.6.2 If shipping of the ticket to the customer is agreed upon when placing the order, shipping costs will be charged if applicable. These additional costs are displayed or communicated to the customers when ordering.
- 2.6.3 If the customer uses the Ticketdirect procedure, a printout of the ticket transmitted electronically to the customer will be made directly at the customer's premises. The customer prints the ticket in unchanged size on a white paper using a suitable printer. The customer is aware that it is his/her responsibility to have all the necessary technical equipment to receive and print the ticket.
- 2.6.4 For events selected by the organizer, it is also possible for tickets to be transmitted in electronic form to the customer's smartphone ("mobile ticket"). The customer is aware that it is his/her responsibility to have all the necessary technical equipment to use the mobile ticket.

- 2.7 Each ticket entitles the holder to attend the respective event only once. It is expressly prohibited to reproduce or modify a ticket in digital or printed form contrary to its intended use. Should multiple copying or repeated printing be detected by the organizer, the organizer is entitled to deny access to the event.

The customer must take all reasonable measures to prevent the duplication of tickets by third parties. The organizer reserves the right to demand compensation for any damages resulting from the duplication from the customer whose ticket was duplicated without authorization due to his/her fault.

3. Ticket prices, vouchers

- 3.1 The valid admission prices are those that can be viewed in the web stores or at the points of sale. The prices indicated include all fees.
- 3.2 Reduced admission prices are granted on all available tickets for schoolchildren, students (up to the age of 30), persons performing voluntary service, trainees and unemployed persons, unless otherwise stated.

Eligibility for the reduced prices must be proven when purchasing tickets and attending the event by presenting the appropriate original documents. If the eligibility cannot be proven when attending the event, the difference to the regular admission price must be paid then.

- 3.3 The organizer reserves the right to offer special discounts or special offers for selected events - possibly for a limited time. Details on the respective promotions and the conditions for obtaining the special reduced prices can be found on the website <https://www.ruhrtriennale.de/de/tickets> and on the webshop.
- 3.4 Vouchers from the organizer can only be redeemed in the web store of the organizer against tickets for all events, as far as tickets for the respective event are still available. The voucher must be in the original. Vouchers can only be used directly with an order. Subsequent calculation is not possible. If the value of the voucher is not sufficient for an order, the remaining value will be charged.

Vouchers cannot be paid out in cash. The payment of residual amounts is not possible. The remaining amount will be transferred to a new voucher.

4. Passing on tickets

- 4.1 Tickets are sold for private use only. In particular, it is prohibited,
- a) to offer the tickets in internet auctions;
 - b) to sell the tickets commercially;
 - c) to use the tickets without the prior written consent of the organizer for purposes of advertising, marketing, to pass on or use as a bonus, giveaway, prize or as part of an unauthorized hospitality or travel package.

- 4.2 If a ticket is used for the aforementioned improper purposes, it loses its validity. In this case, the organizer is entitled to block the ticket and to refuse the customer admission to the event without compensation and without reimbursement of the purchase price. Further claims for damages remain unaffected. The organizer also reserves the right to exclude persons who violate the aforementioned prohibitions from purchasing tickets in the future.

5. Return, exchange, revocation

- 5.1 The return and exchange of tickets are generally excluded. Tickets lost or destroyed by the customer will not be replaced or refunded; this also applies to tickets lost in transit.
- 5.2 Pursuant to Section 312 g (2) no. 9 of the German Civil Code (BGB), consumers do not have a right of withdrawal in the case of contracts for the delivery of event tickets if the contract provides for a specific date or period. It is therefore expressly pointed out that there is no statutory right of withdrawal for consumers for the tickets sold here and this is also not granted by contract.

The conclusion of a binding contract therefore obligates the customer to accept and pay for the tickets ordered.

6. Cancellation, postponement, change of program

- 6.1 Cast and program changes are reserved and do not entitle customers to return the tickets. In the event of cancellation of an event or in case of abandonment before the intermission or before the event is halfway through, the ticket price will be refunded minus, if the tickets were sent by mail, shipping costs. Any further claims of are excluded. Reimbursement is usually made by bank transfer if the tickets are sent to the organizer within 6 weeks after the scheduled event, stating the bank details. A return of the ticket against refund of the ticket price minus system and advance booking fee is exceptionally possible in case of date changes by the organizer until the day before the final event date.
- 6.2 No refund of the ticket price will be made if an open air event has to be moved to a hall, if there are visual obstructions, or if an event is canceled or has to be prematurely terminated due to force majeure. An event of force majeure is any event beyond the control and foreseeability of the organizer that arises after the conclusion of the contract or only becomes known subsequently, which cannot be prevented by the organizer or cannot be prevented in a timely manner even if the organizer exercises the utmost care and all economically and technically reasonable means. Force majeure events include in particular natural disasters, war, terrorist attacks, sovereign orders, strikes or comparable events.

7. Events on site

- 7.1 Admission to on-site events is only granted to ticket holders.

- 7.2 The organizer and any security personnel it may employ shall be entitled to check the authorization of the ticket holder and to identify the ticket holder in order to prevent ticket black markets. To prove their identity, ticket holders must present a suitable identification document, such as an ID card, upon request.
- 7.3 Upon admission to the event, the organizer will check and validate the tickets. The ticket holder will also carry the ticket during the event. Once the ticket has been used for admission for the first time, there is no right to be admitted again with this ticket.
- 7.4 In order to ensure that the event runs smoothly, the ticket holder is obliged to take the seat to which he or she is entitled on the basis of the ticket before the event begins and to switch off signal functions on cell phones and other electronic devices. Ticket holders arriving after the specified start time of an event are no longer entitled to the purchased seat. Late entry is only possible if it does not disrupt the event. There is no right to a refund of the ticket price in these cases.
- 7.5 The organizer shall exercise domiciliary rights in its venues. It is entitled to issue reprimands or bans or to take other appropriate measures within the scope of the house rules. In particular, ticket holders may be expelled from events if they disrupt them, harass other ticket holders or have violated the General Terms and Conditions in any other material way. This may be the case, for example, if ticket holders commit criminal acts at the venue or otherwise endanger employees of the organizer or other ticket holders. If the organizer makes justified use of its right of exclusion, the ticket loses its validity. The ticket holder is not entitled to re-admission or to a refund of the purchase price paid for the ticket. Admission may be denied if there is reasonable suspicion that the ticket holder will disrupt the event or cause a nuisance to other ticket holders.
- 7.6 Ticket holders are prohibited from carrying objects that are in breach of the contract with them at the events. Among other items, the following are prohibited: Weapons, or comparable dangerous objects, bottles of any material, cans or other containers consisting of fragile, splintering or particularly hard material, laser pointers, bulky objects, drinks and food brought in, illegal drugs, animals.

8. Events via stream

- 8.1 If the customer has purchased a ticket for a stream, the organizer shall provide the customer with the agreed event online in a stream for private use via the Internet, via Internet-capable televisions, computers or other devices (hereinafter referred to as : "**end devices**") live and/or on a time-delayed basis. If applicable, the stream will be made available through a ticket partner of the organizer. In this case, the general terms and conditions of the ticket partner shall apply in addition. The respective ticket only entitles the user to use the stream for the previously agreed period of time. The organizer is not obliged to offer a stream ticket for every event. Furthermore, the organizer is not obliged to offer a stream both live and on a time-delayed basis.
- 8.2 With the purchase of a streaming ticket, the organizer grants a highly personal, non-exclusive and non-transferable right to access the stream of the respective event and to

view the respective streaming content. Further rights or claims are not transferred to the customer.

- 8.3 The organizer owns any rights or exploitation rights of intellectual property in relation to the events, their contents as well as the streams. In particular, copyrights of the organizer and/or third parties continue to exist.
- 8.4 The stream and all content viewed via the stream are intended exclusively for the personal and non-commercial use of the customer and may not be shared with persons who do not live in the same household. It is expressly prohibited for the customer to use the stream for public screenings. The customer is therefore not entitled to copy, record, store, redirect, share, reproduce or otherwise distribute the stream or its content in whole or in part beyond the contractual use or to enable such actions. Such behavior may entitle the organizer to extraordinary termination and to claims, e.g. for damages, against the customer. In addition, the organizer has the right to block access to the stream without affecting the contractual obligations of the customer.
- 8.5 The content of the respective stream can be viewed worldwide to the extent provided for in the contract.
- 8.6 The customer alone is responsible for ensuring that he/she has all hardware and software that is technically required to access the streaming offer. The reception and use of the stream is only possible via a suitable internet-capable end device. Receiving the stream requires a stable internet connection. It is the responsibility of the customer to ensure a sufficient and stable Internet connection. Likewise, these connection costs are to be borne by the customer.
- 8.7 Insofar as access data is issued for the use of the stream, the customer is obliged to keep this secret. The disclosure of corresponding access data is prohibited.
- 8.8 The organizer excludes liability for the delayed provision or non-provision of the streaming service, insofar as this delay or non-provision is beyond the control of the organizer or the control of the third party rights holder. This includes, but is not limited to, failure of electronic or mechanical equipment or communication lines, third party access, telephone or other connectivity problems, computer viruses, unauthorized access, theft, operator error, fire, extreme weather conditions, including floods, acts of nature or orders of regulatory, governmental or supranational authorities, war or civil commotion.

9. Sound, photo and film recordings

- 9.1 For copyright and ancillary copyright reasons, any sound, photo and film recordings by the ticket holder, even for private use, are strictly prohibited. Infringements are punishable under copyright law and may give rise to claims for damages.
- 9.2 In the event of violations, the admission staff is entitled to confiscate recording devices as well as cameras and to retain them until the end of the performance. Recording devices on which parts of the performance are recorded will not be returned to ticket holders until the ticket holder has agreed to the prior deletion of the recordings.

- 9.3 The organizer is entitled to record events without prior notice, in particular on video, audio and film media, and to publish them, as well as to take photographs and make recordings at events at the venue, in particular in the auditorium. The organizer may film, live-stream and photograph the event and make audio and audio-visual recordings thereof.

By entering the venue, the ticket holder agrees to the possible photographing and recording of his/her person in the context of the event and to the usual and appropriate use without remuneration.

10. Public Transport

- 10.1 The ticket purchased for events on site is at the same time a ticket for an outward/return journey to the event location (KombiTicket) and also only entitles the actual ticket holder whose name is shown on the ticket to use it. For this purpose, the ticket holder shall be granted access to the regular service of the Rhine-Ruhr Transport Authority ("VRR") (2nd class).

With regard to the possibility of using the regular VRR service for a return trip to the event location, a contractual relationship exists exclusively between the ticket holder and the transport company, to which the provisions of the transport companies belonging to VRR apply

<https://www.vrr.de/de/service/downloads/>
https://www.vrr.de/fileadmin/user_upload/pdf/service/downloads/tarifhandbuch/4_2022_VRR-Handbuch_lang.pdf

The contract of carriage is concluded exclusively between the ticket holder and VRR.

- 10.2 The organizer assumes no liability for delays or cancellations of means of transport as well as other service disruptions within the framework of the transport contracts. The organizer is also not liable for damages incurred by the ticket holder in connection with the transportation.

11. Checkroom

- 11.1 The organizer is not obliged to provide checkrooms.
- 11.2 Insofar as the organizer offers a checkroom, the ticket holder may only hand in checkroom items (e.g. coats, jackets, umbrellas, large bags, backpacks) against the issue of a checkroom ticket.
- 11.3 Upon presentation of the respective checkroom ticket, the service staff of the organizer will hand over the checkroom items without further checking of the actual authorization. The loss or damage of checkroom items as well as the loss of a checkroom ticket must be reported immediately to the checkroom staff.
- 11.4 Checkroom items can only be handed out without a checkroom ticket if it can be credibly shown that the ticket holder is the authorized recipient. In this case, the organizer may

record the personal data of the customer before handing over the checkroom item. In the event of loss of the checkroom ticket, a reasonable monetary compensation may be requested.

12. Liability

- 12.1 The organizer is liable to the customer and to the ticket holder in all cases of contractual and non-contractual liability in the event of intent and gross negligence in accordance with the statutory provisions.
- 12.2 The organizer shall only be liable for property damage and financial loss caused by negligence in the event of a breach of a contractual obligation, the fulfillment of which is a prerequisite for the proper execution of the contract and on the observance of which the customer or ticket holder may regularly rely (so-called cardinal obligations or essential contractual obligations). In these cases, the liability of the organizer is limited to the compensation of the foreseeable and typical damage. In all other cases, the liability of the organizer is excluded subject to the provision in section 12.3.
- 12.3 The liability of the organizer for damages arising from injury to life, limb or health and under the Product Liability Act shall remain unaffected by the above limitations and exclusions of liability.
- 12.4 The above limitations of liability shall also apply in favor of legal representatives, employees and vicarious agents of the organizer.

13. Privacy policy

The organizer collects and stores the data of the customers and ticket holders necessary for the business transaction. When processing personal data, the organizer observes the legal provisions. The organizer's privacy policy applies. This can be found at <https://www.ruhrtriennale.de/en/privacy-policy> .

14. Other

It should be noted that accessibility cannot be guaranteed for all events. The ticket holder must therefore find out about any accessibility issues prior to purchasing the ticket. In addition, the organizer will refer to any accessibility restrictions at specifically affected events in its program booklet.

15. Special Terms and Conditions for the participation in the events of the format "WEGE"

- 15.1 These Special Terms and Provisions apply to the carrying out and attendance or participation in the events of the format WEGE.

For the format "WEGE", performance artists were invited to develop artistic-participative projects from different perspectives for certain routes in the Ruhr area. This resulted in the three projects "Raubbaufolgelyrik", "AK KU KU" and „¿Dónde Estamos?“. Customers participating in the events of the projects are invited to experience these routes as a group within the framework of guided tours together with the respective performance artists.

- 15.2 Participation in the guided tours is at participant's own risk. Each participant is responsible for his or her own safety. Each participant is aware that the tours may take place on designated footpaths as well as on public roads. The participant undertakes to comply with all traffic regulations (e.g. in particular road traffic regulations and the conditions of carriage of the respective transport company).
- 15.3 If the selected tour also includes a visit to locations or facilities operated by third parties, the participant undertakes to comply with the house rules and visiting conditions applicable to the respective location or facility.
- 15.4 Minors under the age of 16 may only participate in the event if accompanied by a parent or guardian or an adult authorized by the parent or guardian. The accompanying person is responsible for the supervision of the minor, in particular the obligation to ensure the safety of the minor.
- 15.5 Participants have no claim that the guided tours shall be carried out. In particular, Organizer has the right to cancel a tour (e.g. due to weather conditions). The local representative of Organizer is also entitled to exclude participants from the guided tour at its due discretion (in particular in the event of non-observance of traffic or other regulations).
- 15.6 Organizer shall not be held liable for theft, loss or damage to objects belonging to the participant caused by third parties who are not vicarious agents of Organizer. 15.7 The liability of Organizer for damage to property and financial loss caused by simple negligence is excluded, irrespective of the legal grounds (e.g. on the basis of contractual or statutory claims). The exclusion of liability also applies to legal representatives, employees and vicarious agents of Organizer. The exclusion of liability does not apply to property damage or financial loss resulting from a negligent breach of an essential contractual obligation which the participant was entitled to rely on (so-called cardinal obligations). In such a case, however, Organizer's liability shall be limited to typical, foreseeable damage. In all other respects, the statutory provisions shall apply to liability.
- 15.8 The participant confirms that he:she is not aware of any health/physical or other restrictions that would preclude participation in the selected tour.
- 15.9 The registrant of a group registration confirms that he:she will inform all participants about these Special Conditions of participation and any further information (e.g. the homepage) in an appropriate manner and in good time.

16. Final provisions

- 16.1 The law of the Federal Republic of Germany shall apply to contracts between the organizer and the customers as well as the ticket holder, with the exclusion of the UN Convention on Contracts for the International Sale of Goods and the exclusion of the provisions of international private law. The statutory provisions on the restriction of the choice of law and on the applicability of mandatory provisions, in particular of the country in which the customer has his or her habitual residence as a consumer, shall remain unaffected. The language available for the conclusion of the contract is exclusively German.
- 16.2 The place of performance and exclusive place of jurisdiction for all claims between the organizer and merchants or legal entities under public law or special funds under public law is Bochum, Germany, unless mandatory statutory provisions to the contrary apply.
- 16.3 Should any of the above provisions be invalid or excluded by a special agreement, this shall not affect the validity of the remaining provisions.
- 16.4 The EU Commission has created an Internet platform for online dispute resolution. The platform serves as a contact point for the out-of-court settlement of disputes concerning contractual obligations arising from online purchase contracts. More information is available at the following link: <http://ec.europa.eu/consumers/odr>. The organizer is neither willing nor obliged to participate in a dispute resolution procedure before a consumer arbitration board.