

STANDARD TERMS AND CONDITIONS

of Kultur im Park GmbH for the Potsdamer Schlössernacht 2018

1. Admission

Admission shall be subject to a valid admission ticket. The admission ticket must be kept and is no longer transferable after its voiding. In the event of loss of the ticket, there shall be no replacement. The organiser reserves the right to refuse admission to a visitor on good and sufficient grounds. In this case the visitor shall only be entitled to have the admission price refunded but not the advance sale and processing fees. Any more extensive damage claims shall be excluded unless the organiser acts with gross negligence or wrongful intent.

2. Leaving and Accessing the Event Site

When leaving the event site for the first time, visitors shall receive, on request, a stamp impression. When re-entering the event site, the stamp impression and the admission ticket must be shown. Only then do they have a claim to a new admission.

3. Security Checks

At the entrance to the event site the organiser may carry out a security check for reasons of security and order as well as to avoid any waste. Visitors declare their consent to such check upon the acquisition of the ticket. The organiser shall be entitled to refuse admission to the event if the visitor has non-allowed items with him (see List of Prohibited Items in Clause 9).

4. Cancellation of the Event

The event may be cancelled until the beginning without stating any reasons. There is no claim to the event being carried out. If the event is cancelled before its beginning, there shall only be a claim to refund of the admission price but not of the advance sales and processing fees. Any more extensive damage claim shall be excluded. The event shall take place in the open and regardless of weather conditions. However, if the weather conditions constitute a risk for body and health, the event will be immediately stopped.

5. Access Restrictions

The organiser and the Foundation of Prussian Palaces and Gardens reserve the right to temporarily restrict access to individual areas of the event site if capacity limits are reached, for the protection of the cultural goods and other important reasons. This shall apply, more particularly, to the opened palaces and buildings. There shall be no claim to access individual areas of the event site. Any (temporary) access restrictions to individual areas of the event site shall not result in any claims to partial or full refunding of the admission ticket.

6. Programme Changes

The organiser reserves the right to make any changes to the programme contents or the programme schedule. In the event of cancellations by individual artists, the organiser shall endeavour to find corresponding substitutes. As far as visitors can be reasonably expected to accept such changes, no claims against the event organiser may be derived therefrom.

7. Rules of Conduct

For the protection of the garden monument and in view of a peaceful togetherness of all visitors it is NOT allowed:

- to leave the trails or identified and illuminated event areas;
- to remove, take along or otherwise damage plants or parts thereof;
- to throw away or leave behind waste of any kind whatsoever;
- to camp or tent;
- to light a fire or barbecue;
- to climb on structural or gardening facilities or sculptures;
- to bathe, fish, drive with a boat or use model boats in the waters;
- to engage in ball or other sports games;
- to carry out demonstrations or assemblies;
- to sell any goods whatsoever, offer services, distribute printed matters, carry out collections or perform artistic acts or to advertise and distribute items of any kind whatsoever without the authorisation of the organiser.

8. Prosecution of Criminal Acts and Exclusion from the Event

Theft as well as damage to buildings, plants, works of art and any other items on the event site shall be pursued under criminal and civil law. In the presence of good and sufficient grounds and in particular if a visitor commits a criminal act at the event site or puts other visitors at risk, the organiser shall be entitled to exclude the visitor from the event. If the organiser exercises his right of exclusion, the admission ticket shall lose its validity. Any claim to renewed admission or refund of the purchase price shall be excluded.

9. Prohibited Items

The following items may not be carried along:

- weapons of any kind whatsoever;
- materials and items which could be used as weapons or projectiles (dangerous items);
- dangerous and inflammable substances (exception: standard pocket lighters), bottles, cups, jugs, cans or other items made of fragile, splintering or particularly hard material, bulky items such as ladders, stools, (folding) chairs, cases, large bags, rucksacks, suitcases, bicycles, pyrotechnical items, flags or banners;
- mechanically operated noise instruments or sound systems, foods or beverages with the exception of non-alcoholic beverages in PET bottles or Tetrapaks up to 1.5 l;
- animals (exception: guide dogs);
- laser pointers

10. Right of Instruction of Security Staff

All visitors accessing the event site must follow the instructions of the police, fire brigade, guard, security, and rescue services as well as the employees of the organiser without delay. If any statutory provisions or these regulations are infringed, visitors may be expelled from the event site. In this case a refund of the admission price and any damage claims shall be excluded unless the organiser has committed gross negligence or wrongful intent.

11. Video and Sound Recordings at the Event Site

Recordings of pictures and sound for commercial purposes shall be allowed subject to a fee-based exception and with the express authorisation of the organiser and / or the Foundation of Prussian Palaces and Gardens. During the eve concert, photo, video and audio recordings shall generally not be admitted.

12. Utilisation of Sound and Video Recordings

The organiser, his agents and / or media partners will produce photo / video / sound recordings of the event during the event. The visitor hereby consents irrevocably to the free-of-charge use of his picture and his voice for photographs, live broadcasts, programmes and / or recordings of pictures and / or sounds which are produced by the organiser, his agents or other third parties in connection with the event as well as their subsequent utilisation in all current and future media (in particular in the form of sound and picture sound carriers as well as digital distribution, eg via the internet, in social media, etc).

13. Hearing and Health Damages

The organiser shall only be liable for hearing and other health damages if he or his vicarious agents are charged with wrongful intent or negligence or have culpably failed to meet a duty to implement security precautions. The immediate proximity of visitors to loudspeaker boxes must be avoided; corresponding barriers must be strictly observed.

14. Exclusion of Liability

Damage claims vis a vis the organiser, his statutory representative or his vicarious agents due to slight negligence shall be excluded, unless these are essential obligations under the agreement (so-called cardinal obligations), damages from any injury to life, limb or health or guarantees or claims under the Product Liability Act. Any essential contractual obligations shall be obligations whose fulfilment actually enables the proper implementation of the agreement and on the performance of which the parties may rely. Moreover, the liability of the organiser for the infringement of essential contractual duties shall be limited in terms of amount to the damage typically foreseeable at the conclusion of the agreement. Insofar as the organiser is liable for damages on the merits, this liability shall be restricted to damage which was foreseeable and typical upon the conclusion of the agreement as a possible consequence of a contractual infringement.

15. Segregation Clause

Should a provision of these Standard Terms and Conditions be or become invalid, the Standard Terms and Conditions shall remain valid as for the rest. The applicable statutory provisions shall be deemed to apply in lieu of the invalid provision.

16. Applicable Law

The law of the Federal Republic of Germany shall apply to the exclusion of conflict-of-law rules under the Introductory Law to the German Civil Code and the provisions of the CISG (Convention on the International Sales of Goods). Any compulsory national protection rights (eg coercive consumer protection rights etc) shall not be affected by the preceding choice of law clause.

17. Postings, Instructions

In addition, the current postings and instructions of the security staff on site as well as the current information on the official website of the organiser www.potsdamerschloessernacht.de shall apply.

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