

GENERAL TERMS AND CONDITIONS (T&C) STIFTUNG SINFONIEORCHESTER BASEL (SOB)

1. SCOPE

- 1.1 The T&C are applicable to all products of the Basle Symphony Orchestra (“SOB”) offered on the SOB website (www.sinfonieorchesterbasel.ch/), in the orchestra office/box office and at the retail outlet Kulturhaus Bider & Tanner (Aeschenvorstadt 2, 4010 Basel) and Stadtcasino Basel ticket counter / Tourist Info office (Steinenberg 14, 4051 Basel) – hereinafter referred to as the “booking office”. Any agreements to the contrary, telephone or verbal arrangements are only binding if SOB has confirmed them in writing.
- 1.2 By purchasing SOB products, these conditions are deemed to have been agreed.
- 1.3 Any agreements to the contrary between outside organisers and visitors must be approved by SOB.
- 1.4 In the course of ticket purchases/contracts with other ticket providers or booking offices, their T&C shall apply if need be. Starticket’s T&C can be downloaded from: <https://support.starticket.ch/hc/de/articles/202810642-Allgemeine-Gesch%C3%A4ftsbedingungen-AGB->. Starticket’s data protection statement can be downloaded from: <https://support.starticket.ch/hc/de/articles/360013834520-Datenschutzerkl%C3%A4rung-See-Tickets-AG>

2. CHANGES TO THE PROGRAMME

- 2.1 SOB reserves the right, even after the advance sale of tickets has commenced, to cancel a concert or replace it with another, to change the date and time of a concert or to change the composition of the orchestra or performers or to change the programme. In the event of a change to the programme, SOB shall make every effort to inform people in good time. SOB does not accept any liability for information on posters and in other publications.
- 2.2 If a concert is cancelled or replaced by another or if the date of the concert is changed, the purchaser shall be entitled to a refund of the purchase price (excluding booking fees), provided he/she does not attend the concert. This right ceases if it is not exercised against SOB in writing within 10 days (cf. point 18). This period begins to run on the day on which the event should have taken place according to the programme that is valid at the time of purchase.
- 2.3 No entitlement to a refund of the purchase price exists if the composition or start time of a concert is changed.

3. ADVANCE SALES

- 3.1 Advance sales begin at the times stated and on the conditions set out in the SOB publications in each case.
- 3.2 Advance sales are only available on the SOB website (www.sinfonieorchesterbasel.ch/), in the orchestra office and at the booking office.
- 3.3 SOB reserves the right to limit the number of tickets per person. This rule also applies to tickets available online.

4. ONLINE TICKET RESERVATIONS AND ONLINE SALES

4.1 Order / Offer

SOB's website does not contain a contractual offer, rather it is merely an invitation to treat by the seller. The offer to enter into a contract is made by the seller in each case when it places an order with SOB.

4.2 Confirmation of receipt and acceptance of offer

The contract between SOB and the purchaser is not entered into until the order is subsequently confirmed by e-mail by SOB for the event in question.

Online ticket orders with a print@home option can generally be booked until shortly before the event. Orders to be sent by post can only be placed up to 7 days prior to the event.

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

5. POINTS OF SALE ORCHESTRA OFFICE, BOX OFFICE AND BOOKING OFFICE

- 5.1 SOB's products can be purchased at the orchestra office, box office and booking office at the times stated by SOB in its publications.
- 5.2 Wheelchair places can only be booked at the Bider & Tanner booking office.

6. PRICE, FEES, POSTAGE

- 6.1 For SOB's concerts the seats and price categories vary depending on the concert and concert venue. Supplements may be charged on selected concerts. Different prices are also possible in the case of third party events on SOB premises.
- 6.2 The current ticket and subscription rate prices can be seen in SOB's publications. These are net prices in Swiss francs. Additional costs may be incurred in connection with credit card suppliers.
- 6.3 SOB makes a postage charge. SOB applies this charge together with the ticket and subscription rate price.

7. REDUCTIONS

- 7.1 Reductions for individual tickets can be viewed on our website:
<https://www.sinfonieorchesterbasel.ch/de/tickets-abos/ermaessigungen.html>
- 7.2 In the case of subscriptions, reductions are only allowed by agreement in exceptional cases.
- 7.3 Corresponding evidence of entitlement to the reduction must be shown to the hall staff unprompted upon entry.

8. PAYMENT TERMS

- 8.1 Payment is possible 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 receipt of invoice, net without applying any discount.

9. DELIVERY, PERFORMANCE, EXCHANGE

- 9.1 SOB delivers the tickets using the means of transport and carrier of its choice. If SOB sends the purchaser products, shipment shall be at the cost and risk of the purchaser. SOB is not obliged to provide compensation.
- 9.2 No liability is accepted for transport, delivery and the operation of the telecommunications connections used by the customer.

- 9.3 Generally speaking products ordered online are delivered within four working days of receipt of order. In exceptional cases delays can occur in spite of our best efforts. However, SOB shall not be liable for the delay in such cases. If, in the case of relatively large shipment problems, it can be proven that there is at least gross negligence on the part of SOB, the customer shall be entitled to cancel the contract. Notice of cancellation must be given by post (cf. point 18).
- 9.4 The purchaser must check promptly upon receipt that the order is correct. Any claim must be made without delay, i.e. within two working days of receipt of the order, however at least 24 hours prior to the event. The claim must be sent to SOB in writing. The purchaser must prove that the order received is actually not the same as the order which was placed. There shall be no further right to claim once the claim period has expired.
- 9.5 In the case of CD sales, guarantees will only be honoured if the article is returned to SOB in its original packaging together with a comprehensible, written description of the fault.
- 9.6 Sold tickets cannot be taken back or exchanged. Replacement tickets are only issued in the case of events with numbered seats.
- 9.7 SOB is entitled to charge a processing fee for issuing replacement tickets and subscription cards.

10. TRANSFERABILITY

- 10.1 Individual tickets and subscriptions may be transferred privately as long as they are transferred to persons in the same purchaser category (pensioners, students, regulars).
- 10.2 The commercial re-selling of purchased tickets and subscriptions is not permitted without SOB's prior consent.
- 10.3 It is not permitted to use tickets or subscriptions in advertising aimed at the public and/or for a prize draw without SOB's express, prior agreement.

11. HOUSE RULES

- 11.1 SOB's house rules apply in all concert venues.

12. LIABILITY

- 12.1 In the event of loss or damage of any kind suffered by visitors to SOB's premises, SOB shall only be liable in the case of a grossly negligent or deliberate breach of a contractual duty by its representatives and their vicarious agents. SOB shall not be liable for consequential damage and loss of profit.
- 12.2 The purchaser is responsible for the safekeeping of the ticket or subscription card until the event/expiry of the subscription and shall bear all the dangers and risks associated with the loss or damage.
- 12.3 SOB does not accept any liability for damage/loss, of whatever kind and on whatever legal basis, which may arise out of or in connection with the use of SOB's website (www.sinfonieorchesterbasel.ch/) or with access to this website. No liability is accepted or guarantee given for the content of the said website, data losses or the incorrect transmission of information. Nor is any liability accepted for damage arising out of the use of the content provided.
- 12.4 SOB does not accept any liability for the content of websites which visitors to SOB's website (www.sinfonieorchesterbasel.ch/) can access by means of links.

13. DATA PROTECTION

- 13.1 SOB processes, uses and stores customer data if and insofar as this is necessary for achieving the contract purpose, safeguarding technical operational security, providing and maintaining the website and for invoicing and collection. More extensive use, e.g. for advertising purposes, is only permissible if the customer is given additional information and his/her consent obtained.
- 13.2 By visiting SOB's website (www.sinfonieorchesterbasel.ch/) information about access (IP address, dates, time, website pages visited) may be stored automatically. This information is assessed solely for statistical purposes. The information is treated strictly confidentially. No information is passed on to third parties, whether for commercial or non-commercial purposes, unless this is required by law.
- 13.3 For further information about data protection, please see Stiftung Sinfonieorchester Basel's separate data protection statement.

14. IMAGE AND/OR SOUND RECORDINGS

- 14.1 Any kind of image and/or sound recordings are prohibited. Non-compliance may result in claims for damages.
- 14.2 In the event of non-compliance front-of-house staff are permitted to seize the recording devices without assuming any liability for loss or damage and to retain such devices until the end of the concert. The visitor may be excluded from the concert. Recording material of any kind containing parts of the concert shall be seized and retained by SOB. It will only be given back if the owner has first guaranteed to delete the recordings.
- 14.3 In the event that image and/or sound recordings are made during a public concert by persons authorised to do so, by purchasing the ticket/subscription card visitors give their permission to possibly being included in the image and/or sound recording and to these recordings being used publicly/without their being entitled to remuneration.

15. CHANGES TO THE T&C

- 15.1 SOB reserves the right to adapt and change the T&C at any time.

16. SEVERABILITY CLAUSE

- 16.1 Should a provision of these T&C become invalid, this shall not affect the legal validity of the remaining terms and conditions.

17. JURISDICTION, APPLICABLE LAW AND PLACE OF PERFORMANCE

- 17.1 Only Swiss law shall apply. The place of performance and sole place of jurisdiction is Basle.

18. CONTACT

- 18.1 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

Effective: Basle, 6 December 2017 | updated: 27. Oktober 2021