

BF MEDIEN TERMS & CONDITIONS

A. GENERAL

1. Contractual partners

1.1. Contractual partners are BF Medien GmbH (from now on BFM), Festspielhügel 3, 95445 Bayreuth (Court of jurisdiction Bayreuth HRB 4613) and the user.

1.2. Users must be over 18 years of age. A user is each individual who completes a transaction for a purpose other than for their business or profession.

2. REGISTRATION

2.1. The customer must register with BFM in order to be able to use its services. For this purpose it is necessary to provide surname, name, date of birth, complete postal address and e-mail address.

2.2. The registration takes place at live.bayreuther-festspiele.de and is free of charge for the customer. After duly registering, BFM will activate access rights. At this point, an indefinite customer relationship is established.

2.3. BFM retains the right to refuse registration for certain persons, if an important reason exists.

2.4. After submitting the registration form at live.bayreuther-festspiele.de, the customer will receive an e-mail from BFM with the request to confirm the registration. After confirmation from the customer, a further e-mail will be sent, at which point the registration is complete.

3. PURPOSE OF THE CONTRACTUAL RELATIONSHIP

3.1. On registration the customer irrevocably accepts these terms and conditions. Any conflicting or differing conditions on the part of the customer are precluded.

3.2. Only the terms and conditions published at the time of the conclusion of the contract apply. For the use of the "Online Ticket" the specific contract conditions apply (Part B).

4. CUSTOMER ACCOUNT

4.1. On completion of registration, the customer will receive their own customer account for an unlimited period. The customer's user data will be stored here. Additional individual contracts will be required for the chargeable range of services available from BFM.

4.2. The customer can terminate their account at any time by deleting it themselves at live.bayreuther-festspiele.de. Once an "Online Ticket" has been booked, termination is only possible at the end of the valid period of the ticket.

4.3.The customer account can be terminated by BFM at any time in writing or by e-mail with a notice period of 2 weeks, or at the earliest at the end of the valid period of the ticket if an “Online Ticket” has been booked.

4.4.The right to extraordinary notice of termination for an important reason, in writing or by e-mail, remains unaffected by this rule.

4.5.The transfer of the account to a third party is only possible with written agreement from BFM.

5.RESPONSIBILITIES OF THE CUSTOMER

5.1.The customer must answer questions, at the time of registration, truthfully. The customer is responsible for the correct entry of their data.

5.2.The customer will immediately notify BFM of any changes to the data entered on registration. For this purpose BFM provides the customer with a web-based administration tool at live.bayreuther-festspiele.de. If this is not possible, the customer should inform BFM of the changes in writing.

5.3.The customer is responsible for the confidentiality of their password, their user name as well as all data which would enable an unauthorized person access to their account. The customer must immediately change or request BFM to change this data if there is any suspicion that unauthorized parties have gained knowledge of the data.

5.4.The customer must not misuse the Internet services offered by BFM, in particular:

- a) he must not bypass the technical security measures and/or information for rights management used by BFM;
- b) Video-Streams can only be used for private viewing for non-commercial purposes and must not be publicly broadcast, sent or distributed in any other manner;
- c) the Video-Stream can only be used according to the contractual conditions and national and international copyright law and the film must not be copied;
- d) only show Video-Streams to children under the age of 18 under supervision (according to the relevant national law for youth protection).

5.5.The customer is liable to BFM for all damages which arise from infringements to their duties as outlined in points 5.1 to 5.4, and indemnifies BFM from claims from third parties in this regard. This does not apply when the customer cannot be held responsible for the infringement. The customer has the duty to prove that he is not liable. This also applies when the customer infringes the special contractual conditions (Part B).

5.6. In the case of grave infringement of duties as outlined in point 5, BFM has the right to suspend the customer account. BFM will inform the customer via e-mail. The account will remain suspended until the infringement has been resolved and/or the customer has reliably agreed to refrain from future infringements.

6.TECHNICAL REQUIREMENTS

6.1. The use of the BFM services requires the customer to have an internet connection from any internet service provider. A broadband connection (at least DSL 2048 kbit/s) and a flat rate tariff is expressly recommended. Bandwidth below this recommendation results in a significant loss of quality. Depending on the internet connection used, particularly with time or volume tariffs, considerable additional costs can arise for the customer when using the BFM Streaming services, regardless of provider and tariff.

6.2. To be able to use the BFM services you need at least a PC or laptop with Intel Pentium IV Processor, Apple Macintosh G5, Operating system Windows XP, Windows Vista, Mac OS X 10.4 at least 512 MB RAM, 64 MB graphics card, resolution 1024x768, Sound card with speakers, Flash Player Version 9.0.115 or higher, Web browser: Firefox 2.0 or higher, Internet Explorer 6 or higher, Safari 3 or higher, Bandwidth 1000 Kbit/s (comparable to T-DSL 1000) for 500 Kbit/s stream and 2000 Kbit/s (comparable to T-DSL 2000) for 1000 Kbit/s stream. At least one of the following RTMP ports on your firewall (1935, 443, 80) or RTMPT Port 80 must be open.

To playback a HD stream the following system parameters are required: PC or laptop with Dual Core (2 GHz+) Processor, Apple Macintosh Intel Core Duo 2.66 GHz or higher. Operating system Windows XP, Windows Vista, Mac OS X 10.4. 2 GB RAM or higher, 128 MB graphics card or higher, resolution 1920x1080. Sound card with stereo speakers. Flash Player Version 9.0.115 or higher. Web browser: from Firefox 2.0 or higher, Internet Explorer 6 or higher, Safari 3 or higher. Bandwidth 6 Mbit or higher (comparable to DSL 6000 kBit). At least one of the following RTMP ports on your firewall (1935, 443, 80) or the RTMPT Port 80 must be open.

6.3. The customer is responsible for meeting the technical requirements noted in point 6. Before registration the customer can test whether their computer meets the system requirements at live.bfmedien.de.

7. PAYMENT AND DEFAULT

7.1. The prices of chargeable services offered by BFM, can be found in the special contract conditions (Part B).

7.2. If the customer defaults in a payment, BFM has the right to demand interest payments 5 percentage points higher than the base interest rate declared by the Deutsche Bundesbank (German State Bank).

8. GUARANTEE

8.1. BFM will clear technical faults - that BFM is responsible for -, as soon as technically possible. If the fault in the service results in the customer not being able to view the Video Stream as agreed in the contract, or if the usage is suspended or significantly disturbed, then BFM will immediately arrange for a replacement. If this fails, then the customer can request a reduction in the price or withdrawal from the contract. This also applies if there is a delay to the replacement from BFM.

8.2. Further customer claims, due to faults, are limited according to the liability clauses in point 9.

9. LIABILITY

9.1. BFM is liable without limitation, for damage to persons. For other damage, BFM is only liable when BFM or one of its agents has neglected its contractual obligations to the extent that the purpose of the contract is jeopardized or if the damage has resulted from gross negligence or intent on the part of BFM or one of its agents. If a contractual obligation is infringed without gross negligence or intent, then the liability of BFM is limited to such damage as could reasonably have been foreseen by BFM at the time of the conclusion of the contract.

9.2. This limitation of liability applies to contractual and non-contractual claims. The liability as a result of compelling legal regulations remains unaffected.

10. DATA PROTECTION

10.1. The customer's personal data will only be collected, processed or used with the permission of the customer or if the Federal Data Protection Act or other legal provision requires or allows it.

10.2. BFM may only process and use the customer's personal data, which is necessary to create or amend a contractual relationship according to these terms and conditions, including the definition of their content, for the purpose of advertising, customer service or market research for their own purposes when the customer has agreed to it.

11. CHANGES TO TERMS & CONDITIONS

11.1. If BFM intends to make changes to the terms and conditions, then the proposed change will be communicated to the customer in writing or via e-mail. It will be assumed that the changes are accepted unless the customer expresses their disagreement in writing. BFM will highlight this procedure in a memorandum. The objection must be communicated within six weeks of receiving the memorandum. If the customer exercises their right of objection, then the change proposed by BFM will be rejected. The contract will continue without the proposed change. The right of the contractual partner to terminate their contract remains unaffected.

12. CHOICE OF LAW AND OTHER REGULATIONS

12.1. The law of the Federal State of Germany applies, to the exclusion of UN Sale of Goods law as well as private international law.

12.2. Should individual contract conditions become invalid or void, this does not affect the validity of the remaining contract conditions.

B. SPECIAL CONTRACT CONDITIONS - ONLINE TICKET (DIE MEISTERSINGER VON NÜRNBERG)

1.SPECIAL CONTRACT CONDITIONS

The following special contract conditions only apply to the so-called "Online Ticket".

2.ONLINE TICKET

2.1.At live.bfmedien.de the customer can purchase an "Online Ticket" for the Bayreuth Festival performance of "Tristan und Isolde". That means that the 2008 Bayreuth Festival performance of "Tristan und Isolde" on August 9th 2009 can be viewed via a so-called Live Stream on an internet-enabled terminal. The "Online Ticket" also enables the customer, to view the performance for a second time via Streaming between August 10th and August 23rd 2009 on an internet-enabled terminal.

2.2.The "Online Ticket" can be purchased at live.bfmedien.de.

2.3. The provision of the content from BFM is exclusively by digital means via the Internet. The customer is responsible for the provision of the terminal, a permanent online connection and the necessary enabling technology described in A (General section), point 6.

3.PRICE

3.1.The price of the "Online Ticket" is 14,90 Euro (incl. VAT).

3.2.The customer can pay in a number of different ways. Further information is available at live.bfmedien.de.

3.3.The customer will receive the invoice in digital form via e-mail. A hard copy of the invoice can be mailed to the customer on request. The incurred postal charges will be invoiced separately.

4.CONCLUSION OF THE CONTRACT

The contract becomes valid when the customer has entered the complete registration data, separately ordered the „Online Ticket“ and has received a confirmation of the order via e-mail with attached invoice from BFM.

5.RIGHTS OF USE

5.1.BFM grants the customer a non-exclusive, non-transferable, limited to a maximum of 14 days, right of use of the Live Stream. This means that the customer has the right to view the performance of "Tristan und Isolde" on August 9th 2009 via Live-Stream and to view the performance one more time within August 10th and August 23rd 2009

5.2. Additional use is not allowed. A permanent saving of the Stream on the customer's terminal (Download) and public broadcast is not permitted. Duplication of the content is not allowed, particularly not the production of copies or the recording of the Stream. All commercial use is expressly forbidden, particularly the transfer, distribution or sale. The customer may not play the Stream on more than one computer simultaneously.

5.3. Each usage which exceeds that allowed constitutes an infringement of copyright and is therefore not permitted.

Bayreuth, July 19th 2009