

# General terms and conditions

## KKL Luzern Management AG

Valid for ticket and voucher orders at KKL Luzern

### 1. Scope of Application

The following general terms and conditions shall apply to all the KKL Luzern Management AG within the framework of a valid contract of provided services between you and the KKL Luzern Management AG. It equally applies to the terms and conditions currently published on the website [kkl-luzern.ch](http://kkl-luzern.ch).

### 2. Conclusion of the contract

#### 2.1. Contractual relationship

As visitors, by ordering a ticket, you accept the present general terms and conditions of the KKL Luzern Management AG, insofar as the KKL Luzern Management AG is the organiser of the event. Furthermore, you acknowledge that if the organiser is not KKL Luzern Management AG, the latter is only acting as an agent on behalf and because the respective organiser at the KKL Luzern, and no contractual relationship is created between you and the KKL Luzern Management AG, and accordingly the corresponding terms shall not be valid.

#### 2.2. Further contractual terms

With the purchase of a ticket, you conclude a contract with the organiser for the services specified on the ticket. Insofar as KKL Luzern Management AG is the organiser; the following rules apply to this contract:

As a ticket holder, you have the right to receive the acquired benefits in accordance with the order confirmation or printing of the ticket, insofar as they fulfil any access and visit requirements. It is solely the responsibility of the buyer to place an order for tickets in a timely manner prior to the date of the event via the online shop of the KKL Luzern Management AG or at the box office.

Neither the organiser nor KKL Luzern Management AG assumes liability for the correctness and completeness of the event data in the event of non-exclusive interference in the tickets sales system due to transmission errors, technical faults or unlawful intervention.

### **2.3. Authority to collect**

You acknowledge and agree that the KKL Luzern Management AG, if they are not themselves the organiser, accepts the payment of the ticket price, as well as any related processing fees incurred, due to a collection authority in the name and on behalf of the organiser and that they have the right of disposal regarding the amount received.

### **2.4. Exclusion of liability**

The KKL Luzern Management AG excludes, insofar as legally permissible, liability for damages, irrespective of whether such damages have been suffered about the event before, during or after the event, and irrespective of whether they are caused by the organiser, by auxiliary persons of the organiser, or by third parties.

Only the organiser designated on the ticket is responsible for the quality of the services and for the event. Should KKL Luzern Management AG not be the organiser, so any claims in turn shall be made to the organiser and not to KKL Luzern Management AG. The latter will automatically reject any claims in such cases, which are brought about by you because of unsatisfactory performance by the organiser.

## **3. Ticket orders**

The KKL Luzern provides all fees transparently on its website [kkl-luzern.ch](http://kkl-luzern.ch).

### **3.1. Direct purchases at the box office at the KKL Luzern**

You can purchase tickets for concerts at the box office during its opening hours. Using this method, there are no fees payable by you beyond the ticket prices. It is not possible to exchange or return purchased tickets.

### **3.2. Telephone orders**

In the case of telephone orders, tickets can be paid by credit card (Visa, MasterCard, American Express) or PostFinance. If ordered tickets are not picked up or are picked up after the start of the event, or if the order is cancelled, a refund of the purchase price is not possible. The postal delivery of tickets in Switzerland is possible upon payment of a shipping fee of CHF 10.–. Orders from abroad can only be obtained via print@home, or via pick-up/collection – postal delivery abroad is not possible. Print@home compatible tickets are shipped free-of-charge via e-mail. Orders by postal delivery

and payment in advance can be made up to 12 days prior to the respective event. For orders that are placed less than 12 days before the event, postal delivery is no longer an option, but instead orders can be sent via e-mail or can be left behind the counter.

### **3.3. Online Orders**

The representation of both products and tickets in our online shop are for information purposes only and do not constitute a legally binding offer, but simply an invitation to make an offer. With your order, you submit a legally binding offer to us. In this way, therefore, a contract is only concluded if the KKL Luzern Management AG ship the product ordered or the ordered tickets to the buyer and confirm the conclusion of the contract with an order confirmation sent by e-mail.

### **3.4. Online account**

The use of the services for the purposes of online orders in the KKL Luzern online shop at [www.kkl-luzern.ch](http://www.kkl-luzern.ch) is only possible by registering. Registration is a one-time event and is carried out through the 'User account' section. After completing the registration, you can easily make a booking at any time using your personal access data. The respective access data is intended only for the personal use of the online account. We recommend you keep this confidential for your own security. All orders made using the online account will be allocated to you as the online account holder and are binding. Please immediately report any abuse of your online account to KKL Luzern Management AG. The KKL Luzern Management AG, in turn, will keep all access data strictly confidential.

## **4. Shipping**

### **4.1. Shipping methods**

When you order, you have the option to select the shipping method, as described below.

### **4.2. Shipping – post**

If you have chosen postal shipping for your orders, your tickets are sent to the shipping address specified by you once the order has been processed internally. Benefit and risk shall pass to you at the time of shipping. You are responsible for the safekeeping of the tickets until the event. Replacement of damaged or lost tickets is excluded.

### **4.3. Shipping – print@home**

If you have selected the print@home shipping method for your order, you can print your tickets yourself; please ensure that the size is not changed and that tickets are printed on white A4 paper using a suitable printer. It is your responsibility to have all the technical equipment necessary for the

reception and the printing of print@home tickets. If a print@home ticket is damaged, soiled or otherwise impaired in any way that makes the information on the ticket and/or the bar code unreadable, there is no entitlement to admission to the event or to a refund of the purchase price. Each ticket purchased, only includes access authorisation for one. Any reproduction, copy, alteration or imitation of print@home tickets and any electronic dissemination of data, is expressly prohibited and may be prosecuted.

The KKL Luzern Management AG reserves the right to refuse access to the event if multiple printouts, reproductions, copies or imitations of print@home tickets are in circulation and the owner of a printout, copy or imitation has already been granted access to the event. KKL Luzern Management AG is not obligated to verify the identity of the ticket holder. In addition, there is no entitlement to a refund of the purchase price if entry has been denied for one of the reasons.

#### **4.4. Shipping – Pick-up or collection from the counter/at the concert box office**

For a fee of CHF 5.00 you can ask for your tickets to be left behind the tickets sales counter or at the box office (open one hour prior to the start of the concert). Tickets will be released once you have given your name and presented a valid identity card.

### **5. Checking the correctness of the tickets**

You are obligated to immediately check the tickets that you have ordered upon receipt of them. If tickets are damaged or the details do not match those details of the tickets you have ordered, you must inform the KKL Luzern Management AG within 3 working days. Once this period has ended, complaints cannot be considered and the tickets will be deemed to have been accepted (art. 201 OR – Swiss Code of Obligations).

## **6. Returns and exchanges**

### **6.1. General**

The ticket purchaser's contractual partner is KKL Luzern Management AG or the respective organiser. If KKL Luzern Management AG are not themselves the organiser, it is the exclusive right of the organiser to decide regarding returns, refunds or exchanges. Please be aware that regarding the completed purchase of tickets, that subject to paragraph 5.2, there is no right to cancel. The tickets received for the event can therefore, in principle, either be exchanged, returned or refunded. The same applies if the date of the event must be moved for any reason. The purchased ticket

remains valid in this case and entitles the holder to attend the event on the new date.

Any order of tickets is immediately binding once the contract has been confirmed or the tickets have been shipped by us, and you are obliged to comply with the existing regulations regarding acceptance and payment for the tickets ordered.

## **7. Event postponement**

Should an event be postponed by the organisers, the ticket will remain valid. It is the exclusive right of the organiser – and not KKL Luzern Management AG, should they not be the organisers – to decide regarding returns, refunds or exchanges.

### **7.1. Processing of returns**

#### **7.1.1. Return period**

In instances where a final decision has been made to cancel an event, you are entitled to request a refund of the official price paid for the admission ticket from the organiser. Any fees paid in addition to the ticket price are not refundable by KKL Luzern Management AG in their role as organisers. If KKL Luzern Management AG are not the organisers, but act only as the agent for the organisers, any claims for refunds with respect to the fees should be addressed to the respective organisers, in accordance with the applicable terms and conditions. KKL Luzern staffs are not entitled, in this instance, to issue any refunds. All claims for refunds due to the cancellation of an event can only be made exclusively and directly through the ticket office.

The ticket purchaser shall return the ticket to the ticket office where the ticket was purchased, no later than 30 days after the event date printed on the ticket. The ticket price is then refunded from the corresponding ticket office. After this period, has elapsed, the ticket purchaser must directly contact the organisers, who can then decide whether to issue a refund.

#### **7.1.2. Tickets purchased from KKL Luzern Management AG**

Tickets that have been ordered from KKL Luzern Management AG by telephone online or at the KKL ticket office can be returned directly to the KKL Luzern Management AG:

Return by post

Please send us your concert tickets and a personal payment slip or your bank account details (bank or postal account [name, branch details]),

clearing number of the bank, IBAN, account number, and account holder details (first name, surname) to the following address:

KKL Luzern Management AG Kartenverkauf  
Europaplatz 1  
P.O. box  
CH-6002 Lucerne

Return to the box office

You can return your tickets directly to the box office at the KKL Luzern. Please bring your ticket with you so that we can refund you the amount.

### **7.1.3. Print@home tickets**

Print@home tickets can be refunded automatically to your credit card or your bank account or postal account, depending upon which method was used by the ticket purchaser when ordering. Any possible claim for a refund is limited to the ticket purchaser identified on the order and is not transferable.

## **8. Obligations and liability of the ticket purchaser**

### **8.1. Safety regulations and implementing measures**

With the purchase of your tickets, you agree to abide by the safety, access, age and other regulations laid down by the respective organiser. Furthermore, please take note that in the event of a failure to comply with the regulations, terms and conditions of the event, you may be excluded from it without recourse to compensation. The regulations are available from the respective organisers.

### **8.2. Reproductions of events**

While attending the event, any reproduction of the event in terms of audio recordings, photographs, filming, radio broadcast, TV broadcast, and other reproducible methods are prohibited inside the KKL Luzern, unless KKL Luzern Management AG and the organisers – in the event where they are not one and the same – have, prior to the event, granted permission in writing for such measures.

### **8.3. Liability**

The ticket purchaser is liable without limitation to KKL Luzern Management AG for direct and proven damages caused by unlawful intent or gross negligence.

## 9. Resale and advertising

### 9.1. Trading and resale

Any industrial or commercial trade of purchased tickets is prohibited. Violations can lead to the loss of the service associated with the purchased tickets and damages, as well as claims for compensation and return of the profit. Persons who violate these provisions, can be excluded from purchasing tickets in the future.

### 9.2. Advertising and sweepstakes

Tickets may not be used in advertising aimed at the public or used in sweepstakes, without the prior consent of the organiser.

## 10. Vouchers

### 10.1. General information

All products and services from KKL Luzern and any associated online orders, as well as other online services, are subject to these terms and conditions (T&Cs) of KKL Luzern. Different and/or supplementary agreements require the explicit agreement of the management of KKL Luzern, also in written form. Voucher codes from KKL Luzern are generated and issued by the E-GUMA® voucher management system.

### 10.2. Purchase options

KKL vouchers can be bought as depot vouchers (printed) or as print@home vouchers (in an A4 PDF file).

Purchasing can be made on [www.kkl-luzern.ch](http://www.kkl-luzern.ch), at the ticket sales counter and from the KKL ticket hotline.

### 10.3. Delivery options

KKL vouchers can be purchased on site at the KKL Luzern ticket counter. The 'mailing' delivery option (KKL will send the voucher in the post) or the 'print@home' delivery option (customer prints voucher themselves) can also be selected.

### 10.4. Redeeming options

KKL vouchers can be redeemed on the [www.kkl-luzern.ch](http://www.kkl-luzern.ch) website in an online ticket purchase. They can also be redeemed when purchasing tickets on site (ticket sale counter) or via telephone (KKL ticket hotline). The KKL vouchers are also valid at the following restaurants and bars at KKL Luzern: Restaurant Lucide, Seebar, Deli Cafébar Le Piaf, and the Café in the museum of art. The vouchers are not redeemable at the concert bar. The vouchers can also be redeemed with the following partners - but only when sending them in the post when making the ticket order: Lucerne Festival,

Lucerne Symphony Orchestra LSO, Obrasso Classic Events, World Band Festival, and Swiss Classics.

### **10.5. Validity**

Vouchers from KKL Luzern are valid for ten years. The period of validity of a voucher is indicated on both the print@home and depot voucher formats. After this period expires, KKL Luzern is no longer obliged to accept the vouchers. Lost vouchers will not be replaced. Vouchers cannot be redeemed for their cash value or be exchanged. Should the value of the voucher be more than the sum it covers, the remaining value will stay on the voucher and the customer can use it to make future purchases from KKL Luzern. There is no right to a residual payment of the outstanding voucher amount in this case.

The purchased voucher will only be activated and thus redeemable when KKL Luzern has received payment. KKL Luzern is not obliged to accept vouchers unpaid for as a means of payment. When purchasing a ticket, the KKL voucher must be redeemed during the ticket purchase. A subsequent crediting of a KKL voucher for a ticket that has already been paid for is not possible.

### **10.6. Online vouchers**

Please note with online vouchers that these are delivered by KKL Luzern to customers with a forgery-proof code. Because the customer can print the voucher themselves, several prints are possible, but only one print will have any value and can be redeemed. The first voucher redeemed with an appropriate code by the E-GUMA® voucher management system is regarded as the original and must be debited immediately by KKL Luzern after it is redeemed. Should several copies with the same code appear, an abuse with criminal consequences may have occurred. There is no entitlement for the voucher to be honoured and/or delivered, or for damages to be paid on behalf of KKL Luzern, should someone attempt to redeem multiple certificates with the same code, even if the first person to redeem the voucher is not the legal owner of it. Rather, a criminal investigation (forgery) can be launched immediately against the person who attempted to defraud with the voucher. As a voucher, can be passed, or given away, there is no obligation or possibility for KKL Luzern to verify the ownership of the person redeeming the voucher. Upon redeeming, the only check is whether the corresponding E-GUMA® voucher number is approved by the system and whether the corresponding voucher has been paid for.

### **10.7. Fees**

You can choose between making a payment by invoice or credit card. If you pay by credit card, the amount will be charged immediately to the credit card you select. Invoices from KKL Luzern are due immediately and

must be paid without any deduction. For both payment options, there are no fees levied by KKL Luzern. There are also no fees for the delivery of vouchers, either by mail or print@home.

### **10.8. Right of cancellation**

There is no right of cancellation for vouchers, which are paid for and printed out online. Vouchers paid for by invoice can be cancelled within 24 hours and must be returned within three working days (from the date of issue) to the issuer in original packaging.

### **10.9. Defects**

KKL Luzern will punctually comply with arranged or specified delivery times, when possible. Complaints due to delivery contents, material defects, wrong deliveries and incorrect quantities are, insofar as these are identified through reasonable examinations, to be made promptly by writing - no later than within one week after receipt of the goods or vouchers. KKL Luzern will heed legitimate complaints by correcting the faulty delivery for free and in addition, on the condition that you have no right to choose, offer to exchange vouchers, provide a refund or a discount to the buyer. Should an E-GUMA® voucher have been exchanged and the replacement voucher also be defective, the buyer is entitled to a conversion or price reduction.

## **11. Miscellaneous**

The KKL Luzern Management AG reserves the right to set a purchasing quota (number of tickets per person) for tickets. Once the event has started, entry is only possible during a suitable break in the programme. If you arrive after the beginning of the event, then you lose your entitlement to the seat you have reserved, but you still have the right to attend the event.

## **12. Personal data**

Personal data is not passed on to third parties and is used only for the internal purposes of KKL Luzern Management AG. KKL Luzern Management AG can pass specific data about ticket buyers of an event to the organiser of the particular event, due to the contractual relationship between the ticket buyer and the organiser.

## **13. Amendments to the terms and conditions**

The KKL Luzern Management AG reserves the right to modify these terms and conditions at any time. Modifications will be made available on the website, [www.kkl-luzern.ch](http://www.kkl-luzern.ch) and shall become effective upon their publication. The general terms and conditions that are valid in relation to any

contracts concluded with KKL Luzern Management AG, are those terms and conditions that are currently valid upon the day of the conclusion of the contract. These remain in effect for the relevant contract, even if there should later be a change in the terms and conditions.

#### **14. Final provisions**

Should any provision of this general terms and conditions be or become invalid or should there be a loophole in the contract, so the validity of the other provisions shall remain unaffected. Instead of the invalid provision, an effective provision shall be deemed to have been agreed upon that comes closest to the intention of the parties; the same applies in the event of a loophole. Insofar as no deviating agreements are included in these general terms and conditions, the provisions of the Swiss Code of Obligations apply.

#### **15. Jurisdiction**

As visitors to the event, you acknowledge Lucerne as the exclusive court of jurisdiction regarding all legal disputes arising about ordering tickets from KKL Luzern Management AG and the event visit to KKL Luzern.

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CH-6005 Luzern

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