# Terms of business

#### 1. GENERAL INFORMATION

These terms of business (the "Terms of Business") apply to purchases on the website (the "Website") and the app (the "App") provided by:

The Royal Danish Theatre
August Bournonvilles Passage 2
DK-1055 Copenhagen K
CVR no. (business reg. no.): 10 84 22 55

E-mail: admin@kglteater.dk

Tel: 33 69 69 33

## 2. ORDERING

#### 2.1 General

When ordering through our Website/App you must inform your name, address, e-mail address, age, telephone number, if applicable, and payment card details. Your personal data are processed in accordance with our privacy policy.

You must be at least 18 years old to purchase a subscription on our Website/App.

# 2.2 Completing your order

When you click on "Pay", a receipt will appear on your screen, which is an automatic confirmation that we have received your order. You will subsequently receive an e-mail with an order confirmation.

Our Terms of Business are subject to the general reservation for errors, and we reserve the right to change prices, performance days, repertoire, cast etc.

The purchase agreements entered into between you and us, consisting of the booking confirmation and the Terms of Business, may be in Danish and English.

We keep purchase agreements entered into, i.e. booking confirmations and Terms of Business.

## 3. PRICES AND PAYMENT

#### 3.1 Prices

All prices on our Website/App are stated in Danish kroner (DKK) including VAT.

# 3.2 Means of payment

You can use the following means of payment on our Website/App:

- Mastercard
- Visa
- Visa Electron
- Dankort
- Diners Club
- American Express
- Eurocard
- Maestro
- MobilePay

No card fees will be charged on the Website/App.

## 4. TICKETS AND GIFT VOUCHERS

## 4.1 General

## 4.1.1 Tickets

The ticket with the printed bar code is your access pass to a specific performance. The ticket is only valid if the bar code is active. This means that tickets that have been cancelled due to loss or exchange for another day etc. are not valid. The bar code will only allow access to a performance once. This means that the ticket cannot be used more than one time or copied.

Please note that it is illegal in Denmark to offer and re-sell tickets at a higher price than the original cost (including service costs). Unlawful copying or re-sale of tickets may entail that you will not gain access to the performance.

# 4.1.2 Gift vouchers

Gift vouchers are valid for a period of three years from their date of issue. The expiry date is stated on the gift voucher or can be informed by contacting our Customer Service.

Gift vouchers cannot be used for performances where the tickets are not sold by the Royal Danish Theatre.

# 4.2 Practical information by text message

If you indicate your mobile number in your customer profile or when purchasing your ticket, you will receive practical information about the performance by text message (cancellations, changes to the performance, meeting place, etc.)

## 4.3 Service charges

A service cost of DKK 15 per ticket will be charged.

The service charge is not refundable. In the event of cancellation, the service charge will be deposited with your customer account and used when you book new tickets.

For season card holders, there will be no service charge for purchase of tickets for your season card.

#### 4.4 Types of delivery

Your tickets may be delivered as follows according to your choice:

• Electronic delivery

If you buy an electronic ticket, you can either print the ticket and bring it to the performance or show the ticket on your phone or tablet.

If you buy an electronic gift voucher, the voucher will be sent to your e-mail address or mobile phone.

• Delivery by PostNord

For purchases on the Website/App, it is also possible to have the tickets and gift vouchers sent by PostNord. The tickets and gift vouchers will be sent to you by ordinary post to the address you provided in connection with your purchase.

We send tickets and gift vouchers all over the world.

## 4.4.1 Time of delivery

• Electronic delivery

If you purchase an electronic ticket, you will receive the ticket by e-mail after having made payment online.

If you purchase an electronic gift voucher, you will receive the gift voucher by e-mail or on your mobile phone after paying online.

Delivery by PostNord

If your tickets or gift vouchers are sent to you in Denmark, you will normally receive them not later than five business days after the purchase.

If your tickets or gift vouchers are sent to countries outside Denmark, including the Faroe Islands and Greenland, a delivery time of 14 business days should be expected.

If you have not received the tickets or gift vouchers within the period specified, please contact our Customer Service at tel. +45 33 69 69 69 or kundeservice@kglteater.dk. Customer Service will then send you new tickets or gift vouchers - naturally without cost to you.

# 4.4.2 Delivery prices

Electronic delivery

This type of delivery is free of charge.

• Delivery by PostNord

This type of delivery costs DKK 40 incl. VAT. The amount covers our costs of printing, packaging and postage.

#### 5. CANCELLATION

If the performance for which you have tickets is cancelled, the ticket price will be reimbursed to your customer account if:

- The performance is one of the Royal Danish Theatre's own performances
- The performance takes place indoors

If the performance is an outdoor event, such as at "Dyrehaven", the ticket price will be refunded to you if the cancellation takes place before the first break begins. If the cancellation takes place after the beginning of the first break, your ticket price will not be refunded.

You can use the refunded amount to purchase new tickets via your customer account. If you prefer to have the amount refunded to your payment card or your bank account, please contact the Royal Danish Theatre's Customer Service.

If a performance is cancelled, we will inform you by text message if you have indicated your mobile number in your customer profile or in connection with the purchase of your ticket. We will also inform you of the cancellation by e-mail.

#### 6. EXCHANGE OF TICKETS

## 6.1 Indoor performances

If you wish to change the date or performance you have chosen, we are happy to exchange your tickets as late as 1 hour before the performance. Your tickets may be exchanged for another day or another performance, but not for gift vouchers or cash. There will be a service charge of DKK 15 for each new ticket (however, there is no service charge in connection with exchange of season card tickets).

You may exchange your tickets online via "My profile" or by calling our Customer Service at tel. +45 33 69 69 69. The exchange may not take place by letter or e-mail. Outside the telephone hours of our Customer Service, tickets may also be exchanged by appearance in person at the ticket sales of the relevant stage up to an hour before the performance. On performance days, the ticket sales at the Opera House, the New Playhouse and Old Stage are open two hours before the performance and until the performance starts.

# 6.2 Outdoor performances

Tickets for the theatre's outdoor performances can be exchanged to the same performance on another day if seats are available. The exchange must take place not later than three days before the performance. The exchange is free of charge except for a service charge of DKK 15 for each new ticket. If you have a season card, there will be no service charge when you exchange your tickets.

Exchange of tickets for seats at a lower price can only take place by contacting the Royal Danish Theatre's Customer Service by telephone, +45 33 69 69 69. Any excess amount will be transferred to your customer account for use in connection with subsequent purchases and will not be disbursed.

## 7. TERMS OF CHANGE OF STAGE

# 7.1 About the Change of Stage

#### 7.1.1 General

Change of Stage gives you access, free of charge, to all stages and all performances at the Royal Danish Theatre.

The Change of Stage is only available to youths under 25 years of age. Therefore, you must always show a valid photo ID to access performances booked through Change of Stage.

You can purchase Change of Stage as an annual season pass or as a monthly subscription.

# 7.1.2 User profile

To purchase and use the Change of Stage, you must register as a user on our Website or the App.

You can book tickets and buy additional tickets for your companions via your user profile.

# 7.1.3 Delivery of tickets

Tickets booked through Change of Stage can only be delivered to you via the App. This applies both to your own tickets and those of your companions.

In the App, you will also receive information on any changes to performances for which you have booked tickets.

You can download the App here.

# 7.1.4 Seating

You can book a ticket for a performance two weeks before the performance is scheduled. When booking a ticket, you will temporarily be placed in a section that we choose.

On the day of the performance, you will be given your final seating. You will at least be guaranteed a seat in the section allocated to you when booking, but you may be upgraded to a better seat. If you are upgraded to a better seat and have purchased tickets for companions, your companions will be upgraded with you.

# 7.1.5 Companions

You are given the opportunity of inviting companions for the performances. Like you, your companions may be upgraded to better seats on the day of the performance. You will not be charged any further payment for your companions' tickets than the price you paid when purchasing the tickets.

#### 7.1.6 Material breach

We will cancel your subscription or annual season pass without notice and deactivate your user profile if you use the Change of Stage in material breach of the Terms of Business. If we cancel your subscription or annual season pass due to material breach, any amounts paid by you will not be refunded.

The following are examples of use considered material breach:

- If you use your subscription or annual season pass for Change of Stage after you have turned 25
- If you share your subscription or annual season pass for Change of Stage with others
- If you fail to show up for three booked performances

## 7.2 Annual season pass for Change of Stage

#### 7.2.1 Payment

You can purchase the Change of Stage as an annual season pass. When ordering the annual season pass, a one-off amount is payable covering payment for a 12-month period.

## 7.2.2 Period of validity

When you purchase the Change of Stage as an annual season pass, the annual season pass will apply from the date of activation and the next 12 months. This applies even though the annual season pass is purchased outside the season. The annual season pass will expire automatically.

You may not use your annual season pass after you have turned 25. After you have turned 25, you will no longer gain access to performances booked through your annual season pass for Change of Stage. The payment for the annual season pass will not be refunded, neither in whole nor in part, after you have turned 25.

## 7.3 Subscription for Change of Stage

# 7.3.1 Subscription period and termination

Your subscription runs for a subscription period of 1 month at the time. The subscription is continuous and will therefore be renewed automatically unless it is terminated. The subscription may be terminated by both parties at a notice of 1 month at the end of a calendar month.

Any change or termination of the subscription may take place via kundeservice@kglteater.dk.

Your subscription cannot be used after you have turned 25. After you have turned 25, you will no longer gain access to performances booked through your subscription for Change of Stage. As the subscription is continuous, it is your responsibility to cancel the subscription before you turn 25. No subscription payments made after you have turned 25 will be refunded, neither in whole nor in part.

## 7.3.2 Period of commitment

A period of commitment of 5 months applies to the subscription. The subscription may be terminated by both parties at a notice of 1 month at the end of a calendar month after expiry of the 5-month period.

If you turn 25 during the period of commitment, you will not be bound from the date when you turn 25 years old.

#### 7.3.3 Payment of the subscription

The subscription is payable prior to each subscription period. Payment will be charged to the payment card that you used when ordering unless you change it.

The total costs per settlement period for the subscription will be stated when ordering and in the order confirmation.

We reserve the right to cancel the subscription agreement in case of late or non-payment.

#### 7.3.4 Change of subscription terms

You will be notified via "My profile" of minor changes to the subscription terms.

In case of substantial changes, such as change of prices, you will be notified by e-mail at a notice of at least 30 days. In such cases, you can terminate the subscription at a notice of 14 days with effect from

the effective date of the change. In you continue your subscription after the effective date of the change of the terms, you will accept the changed terms.

However, we may regularly make changes to subscription terms that are exclusively to your advantage without any prior notice.

## 7.3.5 Change of prices

The prices of the subscription are adjusted every year as of 1 January in accordance with the net price index of Statistics Denmark (*Danmarks Statistik*). The price adjustment will not take effect until the following subscription period.

We are also entitled to regularly change the prices of the subscription. Prices may be changed in the following situations:

- In case of changes in legislation or practice
- In case of inflation
- In case of market developments in the prices for our services
- In case of increased costs of our services, including costs of administration, distribution and staff.

## 8. THE TERMS OF THE SEASON CARDS

#### 8.1 General

You can buy season cards for either a fixed series or an optional series, but not for both in the same season. When you buy a fixed series, you will achieve a 15 % discount on all subsequent purchases of standard and youth tickets, which is the highest discount that we offer. Season cards for the optional series offer a 10 % discount on the purchase of standard and youth tickets.

Season cards are purchased for the entire season running from 1 August to 31 July. Season cards are not automatically renewed.

Please note that the fixed series provide you with fixed seats, reserved to you in advance, for the large stages. These seats will be released if you do not renew your season card within the deadline stated in the material that we send to you prior to a new season.

## 8.2 Programmes

With a season card for fixed or optional series, you will receive a programme, free of charge, for all the performances for which you have tickets, both for the series and for any additional purchases. The programme will be given to you when you have your season card scanned by a lobby staff member on the day of the performance.

# 8.3 Beverages

## 8.3.1 Season cards for a fixed series

For a fixed series, you will receive four beverages free of charge per person for the series. This means that if you are three persons for the series, you will be allocated a total of 12 beverages. If you share your series with your companions, four drinks will be allocated to each of their cards per season.

# 8.3.2 Season cards for an optional series

For an optional series, you will receive four beverages free of charge per person holding tickets for at least six performances in a given season.

If you have four tickets for three performances and two tickets for the remaining three performances, then two persons will meet the requirement for at least six performances. You will therefore be allocated eight beverages. If you share your series with your companions, four drinks will be allocated to each of their cards per season.

## 8.3.3 Free beverages in general

You may choose between wine, beer, soft drinks, water, coffee or tea. You can redeem the beverages at all the Royal Danish Theatre's restaurants, bars and cafés - remember to bring your season card.

The beverages will be allocated to the customer profile at the start of the season on 1 August and may be used until the end of the season on 31 July. The account will then be reset. Beverages cannot be transferred from one season to the next.

Beverages cannot be redeemed at Moesgaard or Ulvedalene.

## 8.4 Exchange of tickets

Season card holders may exchange their free of charge, irrespective of whether the exchange of tickets is online or over the phone.

#### 8.5 Service charges

As a season card holder, you will neither pay service charges on your tickets in the series, nor on tickets purchased subsequently.

## 8.6 Shipment costs

When purchasing season cards, the total series and any additional tickets will be sent free of charge by post. Shipment costs will be charged for any future shipments by post.

# 8.7 Season cards in combination with gallery cards or standing ticket passes

It is not possible to combine several discounts for the same performance in the same purchase. If you need a ticket on your gallery card or your standing ticket pass as well as a ticket with season card discount for one and the same performance, you must make two separate purchase transactions.

## 8.8 Season cards and companion tickets

If you had a companion ticket in your fixed series, we will automatically generate a companion ticket when we pre-book your fixed series for the following season. If this is to be changed, please contact the Royal Danish Theatre's Customer Service.

If you wish to add companions to your optional series, please contact the Royal Danish Theatre's Customer Service.

## 8.9 Share your season card with others

You may share your fixed series with several companions. If, for example, you are three persons in a series, you can share your series with your two companions, who will be given their own season card, own four drinks, and free programmes.

You can share your optional series with the persons who meet the requirements for six performances within one season, i.e. each companion will receive a season card and obtain the same benefits.

If as a season card holder you wish to share your series with one or several person(s), please contact the Royal Danish Theatre's Customer service.

A season card member will be registered in the ticket system and will be entitled to purchase tickets at a discount of 15 % for fixed series and 10 % for optional series. The member will furthermore receive his or her own card, which will entitle the member to a 10 % discount in the bar, café and restaurant as well as a 50 % parking discount at Q-park Magasin.

#### 9. FURTHER DETAILS ON SEASON CARDS FOR A FIXED SERIES

#### 9.1 Several series

You may sign up for all the fixed series you want.

If you have already signed up for a fixed series, you cannot subsequently sign up for an optional series. Anything you buy beyond your fixed series will be considered additional purchases.

#### 9.2 Orchestra seats

Unfortunately, it is not possible to sign up for a fixed series with seats in the orchestra rows at the New Playhouse, the Opera House and at the Old Stage. This is due to the fact that these rows are not available for all performances as they may be used for scenography or a large orchestra.

During the season, some performances will open up for several or all orchestra rows, and you can then exchange your seats in the series to seats in the orchestra rows.

# 9.3 Exchange of tickets

When you buy a fixed series, you commit to the performances that we have included in the series. However, you are entitled to change to other dates, free of charge, for as long as there are seats available.

If all performances in the series are exchanged, we cannot guarantee that we can offer you your fixed seats in the following season.

Please note that the exchange service does not apply to performances and concerts that are only performed once.

#### 10. FURTHER DETAILS ON SEASON CARDS FOR AN OPTIONAL SERIES

#### 10.1 Several series

You can only sign up for one optional series. The minimum six performances and the number of seats for each performance that you purchase first are referred to as the optional series. The beverages are calculated on the basis of this order. Anything you buy beyond this will be considered additional purchases.

## 10.2 Exchange of tickets

You can exchange the tickets for the performances in your optional series if there are tickets available for the performance you want.

#### 11. THEATRE CARDS

#### 11.1 Discounts

## 11.1.1 Discounts for tickets and restaurants/cafés

The Theatre Card will give you a 10 % discount on standard tickets for all performances as well as a 10 % discount on all purchases in our restaurants and cafés.

#### 11.1.2 Discounts for parking

The Theatre Card will give you a 50 % discount on parking at Q-Park at Magasin on Kongens Nytorv in connection with a performance. The discount applies in the hours 17:00hrs to 08:00hrs on business days and 10:00hrs to 08:00hrs on weekends.

With a Theatre Card you can park for only DKK 60 in the hours 18:00hrs to 23:00hrs at Jeudan's car park by the New Playhouse.

#### 11.1.3 Access to discounts

You can access your discounts via the App directly after having purchased the Theatre Card on our Website/App, even if you have not yet received your Theatre Card.

If you do not use the App, you can access your discounts as soon as you receive the Theatre Card.

You can download the App here.

# 11.2 Beverages

You will receive four beverages per Theatre Card free of charge. You can redeem your free beverages as soon as you receive the Theatre Card or immediately via the App.

You may choose between wine, beer, soft drinks, water, coffee or tea. You can redeem the beverages at all the Royal Danish Theatre's restaurants, bars and cafés.

Beverages cannot be redeemed at Moesgaard or Ulvedalene.

#### 11.3 Period of validity

The Theatre Card is valid from the date of activation and for the next 12 months. This also applies if the Theatre Card is purchased out of season. The Theatre Card will expire automatically.

## 11.4 Delivery of the Theatre Card

The Theatre Card will be sent to you to the address you provided in connection with your purchase on our Website/App.

If the Theatre Card is sent to you in Denmark, you will normally receive it three to five business days after the purchase.

If you have an existing Theatre Card and you purchase a new one, the new card is activated when the old card expires.

#### 12. RIGHT OF CANCELLATION IN CONSUMER TRANSACTIONS

## 12.1 Right of cancellation

As a consumer, you have a right of cancellation of 14 days when purchasing gift vouchers and products, such as programmes and merchandice, on our Website/App or by telephone.

The right of cancellation expires 14 days after the day when you received your gift voucher or your product by post or by e-mail.

If the deadline expires on a public holiday, Saturday, Constitution Day (5 June), the day of Christmas Eve (24 December) or 31 December, the deadline will be extended to the following business day.

The deadline means that you have a period of 14 days from receipt of the gift voucher or the product to let us know if you wish to cancel your purchase.

You can let us know that you wish to cancel your purchase by submitting an e-mail to <u>kundeservice@kglteater.dk</u> or by using the standard cancellation form set out at the bottom of the Terms of Business.

# 12.2 Reimbursement of the purchase amount

If you cancel your purchase, your money will be reimbursed to you.

We reimburse all payments received from you, including delivery costs, unless you have chosen another type of delivery than the cheapest type of delivery we offered to you.

We will reimburse the amount not later than 14 days from the date when we received your notification that you wished to cancel the purchase. The amount will be transferred back by the same means of payment as that used by you for your purchase, unless otherwise agreed.

## 12.3 No right of cancellation

You do <u>not</u> have a right of cancellation in connection with the purchase of tickets or intermission orders on our Website/App, see section 18(2), para (12) of the Danish Consumer Code *(forbrugeraftaleloven)*. Therefore, you are not entitled to a refund of the payment for tickets or intermission orders purchased on our Website/App.

Likewise, you do <u>not</u> have a right of cancellation if you have purchased a Change of Stage and have used it by booking one or more tickets. This is due to the fact that you have given your explicit consent to forfeiting your right of cancellation when the Change of Stage is used, see section 18(2), para (2) of the Danish Consumer Code.

## 13. RIGHT TO COMPLAIN AND COMPLAINTS PROCEDURE

# 13.1 Right to complain about our events

You can complain about our events by e-mail to admin@kglteater.dk or by telephone +45 33 69 69.

If you wish to complain about our events, we recommend that you do so as soon as possible.

The defects rules of the Danish Sale of Goods Act (købeloven) do not apply directly to complaints about our events.

# 13.2 Right to complain in connection with the purchase of tickets, gift vouchers, season cards, theatre cards, intermission orders, and products

You can complain about your purchase of tickets, gift vouchers, season cards, theatre cards, intermission orders, and products by e-mail to kundeservice@kglteater.dk or by telephone +45 33 69 69 69.

When as a consumer you purchase products from us, the defects rules of the Danish Sale of Goods Act apply.

## 13.3 Complaints procedure

If as a consumer you wish to complain about your purchase on our Website/App, you can contact us by e-mail to kundeservice@kglteater.dk or by telephone +45 33 69 69 69. If the matter is not resolved, you may complain to:

Center for Klageløsning Nævnenes Hus Toldboden 2 DK-8800 Viborg www.forbrug.dk

If you reside in another EU country than Denmark, you can complain to the online complaints portal of the European Commission <u>here.</u>

When filing your complaint, you must indicate our e-mail address as follows: admin@kglteater.dk

#### 14. LIABILITY

In the event of any technical issues affecting the Website/App, we will try to remedy the issue as soon as possible. Annual season passes or subscription payments will not be reimbursed, neither in whole nor in

part, as a result of the Website/App being unavailable or not operating at optimum performance for short periods of time.

#### 15. INTELLECTUAL PROPERTY RIGHTS

The intellectual property rights to the content on our Website/App, including copyright, belong to us and the content may not be copied or used in any other context without our prior consent.

Links to the Website/App are allowed.

This means that if you wish to refer to our front page or to a specific subpage, such as if you wish to share it with others, you are free to link to the page if the source is clearly acknowledged.

However, you are not allowed to link to our Website/App in such a way that our Website/App appears to be a part of another Website/App, such as by the use of framing or embedded links and other types of links disguising the fact that the Website/App is ours.

#### 16. PERSONAL DATA

All collection, storage and other processing of personal data will take place in accordance with our privacy policy, available <a href="here">here</a>.

#### 17. APPLICABLE LAW AND VENUE

Any disputes between you and us concerning the use of our Website/App and purchases in this respect shall be subject to Danish law and decided by the Danish courts of law.

## 18. CONTACT DETAILS

Any questions relating to the use of the Website/App or concerning the content of these Terms of Business may be addressed to us by e-mail: <a href="mailto:admin@kglteater.dk">admin@kglteater.dk</a> or by telephone: +45 33 69 69 33.

## 19. STANDARD CANCELLATION FORM

(This form is only to be completed and returned if you wish to exercise your right of cancellation)

- For The Royal Danish Theatre, August Bournonvilles Passage 2, DK-1055 Copenhagen K, e-mail: admin@kglteater.dk

- I/we (\*) hereby inform that I/we (\*) wish to exercise our right of cancellation in connection with my/our (\*) purchase agreement for the following products (\*)/delivery of the following services (\*)
- Ordered on (\*)/received on (\*)
- Name of consumer(s)
- Address of consumer(s)
- Signature of consumer(s) (only if the content of the form is notified on paper)
- Date
- (\*) Delete as necessary

## 20. UPDATES OF THE TERMS OF BUSINESS

We reserve the right to update the Terms of Business. You should therefore regularly access this website to familiarise yourself with our Terms of Business as applicable at any time, as you are subject to our Terms of Business when you use our Website/App.

These Terms of Business were last updated on 6. December 2019