

General terms and conditions of the Box Office and Admission to the Philharmonie

Scope:

These general conditions govern on the one hand the terms and conditions applicable to the sale by the Box Office of the Public Establishment Salle de Concerts Grande-Duchesse Joséphine-Charlotte (the Public Establishment Salle de Concerts Grande-Duchesse Joséphine-Charlotte being defined in the following as "the Philharmonie") of admission tickets for events taking place on the premises of the Philharmonie or, in exceptional cases, at external venues, and on the other hand, the terms and conditions applicable to the use of an admission ticket to an event on the Philharmonie's premises (admission).

I. Sale of entrance tickets:

These general terms and conditions apply when the sale of tickets for events organised by the Philharmonie itself or by a third party is carried out by the Philharmonie's Box Office (hereinafter "the Box Office").

When the event is organized by a third party, the Box Office acts only as an intermediary seller of the entrance tickets and is not responsible for the event itself.

Entrance tickets that give access to events organized by the Philharmonie bear the Philharmonie logo (possibly accompanied by the logo(s) of the sponsor(s)) and those giving access to events organized by third parties, must mention the identity of the organizer and possibly the identity or logo(s) of its sponsor(s).

Any purchase of tickets for Philharmonie events from a third-party distributor is subject, as regards the ticket purchase component, to the conditions of sale of that intermediary.

1. Address and opening hours of the Philharmonie Box Office:

Philharmonie – Information & Ticketing 1, Place de l'Europe – L-1499 Luxembourg Tél.: (+352) 26 32 26 32 tickets@philharmonie.lu

https://www.philharmonie.lu/

The Box Office is open Monday to Friday from 10:00 to 18:30 (on working days).



The Box Office closes its doors annually after December 24 for 1 week, and for 3 weeks during the summer holidays. The exact closing dates are posted at the Box Office and on the Philharmonie's website.

Evening counter:

The evening counter is usually open one hour before the start of each concert.

No evening ticketing is provided on site for concerts and workshops for young audiences that take place on weekends (except children's concerts at the Grand Auditorium). Our box office is closed on Saturdays and Sundays, but tickets can be purchased online on our website up to 5 minutes before the start of the event, subject to availability.

2. Regular sale of admission tickets:

• Presale, reservations and ticket sale:

As a general rule, the start of the regular sale of admission tickets takes place on Thursday, for most events, approximately two (2) months before the date of the respective event (except weekend or public holiday when the start of sales is postponed to the next working day). The expected date of the start of the regular sale is announced in the season brochure and on the Philharmonie's website. The exact date is published in the corresponding monthly program and on the Philharmonie's website. Admission tickets can be purchased by phone at (+352) 26 32 26 32, at the Philharmonie's Box Office or online at https://www.philharmonie.lu/

Prices are displayed including VAT and must be paid in €.

In accordance with the Luxembourg Consumer Code (Article L.222-9, paragraph 7), the client does not have the right to withdraw from his contract and/or purchase. Concert tickets are excluded from the right of withdrawal.

• Reservations and ticket sales by phone:

Reservations of admission tickets made by phone are only provisional reservations and only become final when paid by the client. The payment of these admission tickets can be made directly by telephone by transfer of the necessary data appearing on the credit card or by bank transfer to the account mentioned by the Box Office. Reservations not paid five (5) business days after the reservation date are automatically cancelled by the Philharmonie and the tickets are relisted for sale again. For certain events, the Philharmonie reserves the right to require advance payment of the admission tickets. Only paid admission tickets can be deposited at the evening counter. Tickets paid but not collected are not refunded to the client.

If the client wishes so, the Philharmonie may send him, at his own risk, the already paid admission tickets to his home address, subject to payment of a shipping fee of 3 €. Upon receipt of the admission tickets, the customer is requested to immediately check whether the admission tickets received correspond to the order placed with the Box Office. Any complaint will only be taken into account if it is submitted to the Box Office no later than 14 calendar days before the event.



Sale through the web-shop of the website https://www.philharmonie.lu/

The client can buy admission tickets for some Philharmonie events via the https://www.philharmonie.lu/ website.

For events for which tickets are not sold by the Philharmonie, the distributor in charge of the sale is indicated on the Philharmonie website and in the monthly programs.

To purchase admission tickets online, the client must create an account where he must indicate a certain amount of information necessary for the processing of the order (surname, first name, address, email, telephone number) on the Philharmonie's web-shop. He receives a client number that will make any future purchase of admission tickets easier. Access to the "My Orders" area remains possible at any time. The personal data indicated by the client are stored and processed in accordance with the legal provisions related to the protection of individuals with regard to the processing of personal data. Financial data is not saved by the Philharmonie.

By purchasing their admission tickets through the Philharmonie's web-shop, the customer must accept these general terms and conditions at the time of purchase of the admission ticket.

The client has the choice between sending the admission tickets to his home address with a payment of the shipping costs of 3 €, or he has the free option "Print at home ticket & Wallet".

After making the payment of the admission tickets, the client receives an order confirmation at the email address he has indicated in his client account. If the "Print at home ticket & Wallet" option is chosen, the confirmation email contains a "Wallet" version of the admission ticket, available for smartphone download, as well as a PDF version to be printed if the customer does not wish to use the "Wallet" option. The ticket in "Wallet" format must be presented on a smartphone to the ushers at the entrance of the room. The ticket in PDF format or the QR code indicated in the confirmation email can be presented on a smartphone at the entrance of the venue. A paper version of the PDF is only valid if it is printed beforehand and with sufficient quality to allow the entire barcode to be read.

In case of orders placed electronically, Philharmonie declines all responsibility in the event of the transmission of erroneous data by data transfer companies.

Discount for people < 30 years:

On presentation of an identity card, the Philharmonie grants a 40% discount on the regular admission tickets for events organized by the Philharmonie itself for clients under 30 years of age.

Phil30 Discount

The €10 "Phil30" ticket is granted to any person under the age of 30 in the limit of available seats. It is only available on our web-shop using the Phil30 app on the day of the concert from 10:00 am and on site one hour before the concert (presentation of an identity card). The app is available on the App store and Google play store.



Before entering the venue, Philharmonie staff may ask for identification certifying that the user is not over 30 years of age when presenting the admission ticket.

Kulturpass discount:

The Kulturpass gives the possibility to have a discount ticket price of € 1.50 per ticket available for any concert organized by the Philharmonie, within the limit of the available seats (this discount is not available online). The Kulturpass must be valid at the time of the concert and must be presented at the time of purchase. Before entering the concert hall, the Philharmonie staff may request it when presenting the admission ticket.

Any person or family living in Luxembourg and entitled to the allocation for expensive cost-of-living issued by the National Solidarity Fund (FNS) or any person who has applied for international protection may benefit from it. For more information, please visit www.kulturpass.lu.

Ticket refund and replacement:

Tickets of the regular sale are not returned, exchanged or refunded, except in case that the event is cancelled without the Philharmonie offering a replacement date for the event. Ticket shipping costs are never refunded. No additional compensation or indemnification will be granted.

The admission ticket is only valid for the event for which it was issued and is not exchangeable in cash.

In case of loss, destruction or theft of an admission ticket, no refund is possible. A duplicate ticket will be issued free of charge upon request.

Sale or resale of admission tickets by clients:

Admission tickets for events taking place at the Philharmonie can officially be purchased on the www.philharmonie.lu website, by phone or in the Box Office. Tickets have a unique and personalized barcode that will be scanned by the ushers of the Philharmonie before entering the venue. Only officially purchased tickets are valid for admission to the event at the Philharmonie.

Being very concerned about the price of admission tickets and their resale on the secondary market, the Philharmonie strongly advises its clients not to post resales of tickets on social media/networks or on any other publicly accessible website and not to resell, reproduce, alter or counterfeit the ticket purchased in any way whatsoever.

The Philharmonie also draws attention to the fact that admission tickets purchased from an unofficial source may be lost, stolen or counterfeit tickets that will not give access to the requested event. Unauthorized, counterfeit, duplicated, sold, resold or copied tickets may be cancelled by the Philharmonie upon presentation without compensation in return.

3. Subscriptions & packages:

A subscription or package entitles you, before the start of the regular sales, to a chosen seat among the available seats (at the moment of purchase) and to a discount compared to the regular sale price of



the tickets for the events included in this subscription throughout the season. Each formula entitles you to the following conditions of sale:

3.1. Fixed season tickets: Fixed season tickets entitle you to:

- a discount of at least 15% on the regular sale prices of tickets.
- cancel the tickets for an event up to 48 hours before the event in question. In case of impediment, the client may return the admission tickets during the opening hours of the Box Office no later than 48 hours before the start of the event. An exchange voucher valid for 2 years of the value of the admission ticket will then be issued. This voucher is valid for all Philharmonie events, with the exception of those offered by third-party organizers.
- priority renewal each season with the guarantee of keeping identical places (if wished)
- for clients <30 included a 40% discount is applied to the subscription price.

3.2. "Pick & Mix": « à la carte » packages

The "Pick & Mix" packages entitle you to a 10% discount for the purchase of 4 or more events from a list of 10 events offered.

For people <30 included, a 40% discount is applied to the subscription price.

Tickets purchased as part of the "Pick & Mix" are neither refundable nor exchangeable. The package is not renewable every season.

3.3. Youth subscription formulas: subscriptions for young audiences entitle them to:

- a discount on the prices of tickets on sale.
- cancel the tickets for an event up to 48 hours before the event in question. In case of impediment, the client may return the admission tickets during the opening hours of the Box Office no later than 48 hours before the start of the event. An exchange voucher valid for 2 years of the value of the admission ticket will then be issued. This voucher is valid for all Philharmonie events, with the exception of those offered by third-party organizers.
- priority renewal each season

3.4. "Music box": Christmas packages

The "music box" packages entitle you to a discount for the purchase of the 3 concerts offered in each package. For people <30 included, a 40% discount is applied to the subscription price.

Tickets purchased as part of the "music box" are neither refundable nor exchangeable. The package is not renewable every season.

For people who, at the end of the season in question, are under 30 years included, the reduced subscription price mentioned above is offered on presentation of an identity card.

The Philharmonie informs subscribed clients of the conditions for renewal their season ticket in a letter sent with the season's brochure.

Any change of name or change of address of a subscribed client must be communicated to the Philharmonie.



4. Gift cards/gift vouchers:

Customers have the opportunity to purchase gift cards/gift vouchers for any amount which may be used for any event.

The gift card/gift voucher is valid for two years from the date of issue for all events taking place at the Philharmonie, except those of other organizers. After this period, the gift card loses its value and can no longer be used.

II. General terms and conditions applicable when using admission tickets:

These conditions only apply to the use of admission tickets for events within the premises of the Philharmonie, regardless of the organizer of the event.

For events organized by the Philharmonie, but taking place outside the premises of the Philharmonie, the general conditions of the venue of the event are applicable for the use of admission tickets. Anyone with a valid admission ticket may attend an event on the premises of the Philharmonie, as long as they accept the following conditions:

1. Start of events:

Usually, the Philharmonie Foyer opens its doors one hour before the start of the event (30 minutes before for children's concerts). The venues are, in principle, accessible half an hour before the start of the event. Access to the concert hall is only possible with an admission ticket valid for the event taking place.

In order to be able to enjoy their admission ticket in due form, clients are requested to be punctual. The doors of the hall close at the time indicated on the admission ticket. In case of delay, the availability of the numbered seats cannot be guaranteed, and no refund or ticket exchange will be made.

In the event of a delay, clients will only have access to the venue between two pieces of the program or, in some cases, only at intermission (break).

2. Right of access to concert halls:

Clients are asked to behave in a manner that does not disturb, inconvenience, injure or endanger others by their behaviour. Clients must respect the instructions of the Philharmonie staff at all times. The Philharmonie reserves the right to refuse access to certain clients if it has good reason to believe that they will disturb the artists or disturb other visitors.

In addition, access may be refused to a client if the latter violates these terms and conditions.

The Philharmonie also reserves the right to order certain clients to leave the hall if they disturb the artists or if they annoy other members of the public.



Suitcases or other bulky objects are not allowed in the Philharmonie's concert halls. These objects may be handed over to the Philharmonie's cloakrooms by payment of a fee.

Pets are not allowed on the premises of the Philharmonie, except in cases justified by the law of 22 July 2008 on the accessibility of places open to the public to disabled people accompanied by assistance dogs.

Mobile phones and other electronic means of communication, as well as flashlights, should be switched off during the event. Laptops and tablets are not allowed at events.

The consumption of drinks or food is strictly prohibited in the venue of the event, except in exceptional cases.

Smoking is prohibited in all Philharmonie premises. E-cigarettes are also covered by this ban.

In the event of an evacuation of the Philharmonie, each client must fulfil his obligation to cooperate and must imperatively follow the instructions of the staff in charge of the Philharmonie.

3. Cancellation, modification or interruption of events or programs during events organized by the Philharmonie:

The Philharmonie reserves the right to make changes to the schedule, venue, program and artistic distribution of its events. These changes are published online on the site https://www.philharmonie.lu/ Whenever possible, the Philharmonie will inform the public in writing of a major change. No change in schedule, program or distribution gives the right to a refund, exchange or return of the admission ticket.

If an event has to be interrupted beyond half of its duration, the admission ticket is not refunded, either in full or on a pro rata basis.

4. Events where the Philharmonie is not the organizer:

In the event that an event takes place at the Philharmonie, but is organized by a third party, the Philharmonie is not responsible for the event itself.

In case of cancellation of the event, modification of schedule, interruption, change of the program or distribution, the third party organizer is the contact person of the client for any request for compensation, resumption or refund.



5. Cloakroom and lost property:

Cloakroom:

In the Grand Foyer, a guarded and general cloakroom is available to the public. Suitcases or other bulky items must also be left in the cloakroom. Deposited clothing or objects are kept in accordance with the posted conditions of responsibility.

Lost and found:

Any object found within the Philharmonie will have to be deposited with the Philharmonie's supervision of the public team. Any loss of an object must be reported to the supervision team, the Conciergerie (Artists' Entrance) or the Box Office.

Lost and found objects will be kept at the Conciergerie de la Philharmonie. Lost objects such as official papers (e.g. identity papers, credit cards, etc.) will only be kept at the Conciergerie until 11 a.m. the day after the event. After this period, they will be handed over to the Grand-Ducal Police of the Philharmonie's sector of activity. Lost and found items can be picked up from the Philharmonie Conciergerie by calling (+352) 26 02 27 540.

6. Personal image rights & recordings:

For copyright reasons, viewers are not allowed to film, record or take photos during the performance. The Philharmonie reserves the right to intervene with the client and remind him of this prohibition.

For certain events, the Philharmonie reserves the right to take photos, to make audiovisual recordings of the concert for itself or in order to transmit them, without affecting a person's image rights by these recordings or retransmissions.

7. Sale of CDs & DVDs in the Foyer de la Philharmonie:

Sales of CDs and DVDs may take place during the break, before or after the event. When this sale is carried out by an intermediary third party, any claim, request for recovery or refund is to be addressed directly to the intermediary third party.

III. Divers

1. Legal and jurisdictional jurisdiction:

In the event of a dispute and in the absence of an gentle settlement, Luxembourg law will apply before the courts of the Grand Duchy of Luxembourg, which will have the sole jurisdiction.



2. Data protection

With regards to the protection of the client's personal data, the Philharmonie has explained its mode of operation and the means available to the client of the Philharmonie throughout the document "Protection of personal data" which can be consulted under the following link:

https://www.philharmonie.lu/en/data-privacy https://www.philharmonie.lu/de/datenschutz

Effective date:

These terms and conditions come into force on May 11, 2023.