



Bern, November 2019

## General Terms of Business

1. Gurtenfestival AG shall hereinafter be referred to as «Organiser». The following general terms of business shall apply to festival visitors and other contractual partners of the Organiser.
2. Upon purchase of a festival ticket, a contractual relationship shall be entered into exclusively between the purchaser and/or holder of the ticket and the Organiser. By purchasing a festival ticket, the purchaser and/or holder of the ticket accepts the Organiser's General Terms of Business.
3. For each category, certain access times for festival visitors shall be published. The Organiser reserves the right to change access times without prior notice. The Organiser disclaims any liability for access delays.
4. The purchase of tickets for the purpose of resale (trade) is prohibited. Tickets purchased not for resale purposes may be sold at market-based prices. It is recommended that festival visitors buy festival tickets only via channels published by the Organiser. The Organiser will conduct checks and may block or invalidate tickets that were purchased for resale purposes. The Organiser reserves the right to initiate criminal proceedings.
5. The Organiser may designate locations where festival wristbands may be transferred from one person to another. The price for the wristband transfer shall be agreed upon solely between the seller and the buyer. Transferred VIP tickets shall entitle the buyer to enter the festival grounds, but not the VIP area. The Organiser shall charge a transfer fee of CHF 5.00 for the issuance of each new festival wristband. The Organiser disclaims any liability for the contractual relationship between the seller of the wristband and the buyer.
6. No claims for reimbursement of the purchase price of festival tickets or wristbands shall be accepted. Each festival ticket (bar code) will be verified at official ticketing desks and at the Organiser's wristband exchange points and will be exchanged for a wristband. The wristband entitles the wearer to enter the perimeter of the festival grounds (for the time period stated on the ticket). The wristband is to be tightly fastened around the right wrist. Wristbands that are damaged or not fastened tightly around the wrist do not entitle the wearer to take advantage of the services above. The Organiser's security staff shall carry out security and entrance controls at all official entrances and throughout the festival area for the entire duration of the event. It is essential to follow the directives given by the security staff. Lost and damaged wristbands will not be replaced.
7. Camping is allowed solely in the sleeping zone and requires one sleeping zone ticket per two-person igloo tent. Camping in the forest and/or outside the sleeping zone is not permitted. Any such tents will be removed and deposited at the entrance of the sleeping zone. The sleeping zone opens on Wednesday at 10 a.m. and closes on Sunday at 12 noon. Access to the sleeping zone is permitted only with a valid festival wristband. Two-person igloo tents are the only type of tent permitted. All other types of camping equipment (such as larger tents, tarpaulins, gas stoves or camping chairs) are not permitted in the sleeping zone (except for cooler boxes and tripod

### GURTENFESTIVAL AG

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stools). Two-person igloo tents may not be fitted with extensions or additional canopies. Plastic sheeting is not allowed either in the sleeping zone or on the festival grounds. Activities such as cooking, digging holes, and making fires are not permitted either on the festival grounds or in the sleeping zone. Parasols with a diameter of up to 2 metres are permitted in the sleeping zone and on the festival grounds.

8. Temporary tent constructions are not permitted on the festival grounds. Spending the night in sleeping bags is permitted. Each person may bring a maximum of 3 litres of beverages (PET and Tetra Pak) to the festival grounds and the sleeping zone. The festival grounds may be entered on Wednesday at 2 p.m. at the earliest and must be left by Sunday at 5 a.m. at the latest.
9. Bringing glass objects, aluminium cans, tins, aerosol cans, Bengal fires and other firework or pyrotechnic items, as well as weapons of any kind to the festival grounds is strictly prohibited. Confetti is prohibited in the sleeping zone as well as on the festival grounds. Offenders will be expelled from the festival grounds. The Organiser expressly reserves the right to take further legal measures. Permissible items are tripod stools, small perfume bottles, glass baby bottles, aluminium tubes (mayonnaise, mustard, etc.) and small pocket knives for kids (size up to 6 cm long). The Organiser's security staff will conduct security and entrance controls at all official entrance points and along the perimeter of the festival grounds during the entire duration of the event. It is essential to follow the directives given by the security staff.
10. Cameras with interchangeable lenses (photo, film, digital, or video cameras), drones, audio recording or reproduction equipment (with loudspeakers), selfie sticks / GoPro handles / telescopic poles / tripods exceeding 25 cm (10") in length as well as musical instruments and megaphones are prohibited on the festival grounds and in the sleeping zone. Security personnel will carry out checks. Small pocket or digital cameras as well as iPods and other mp3 players are permitted.
11. Audio, photo, and video recordings of the bands performing at the festival are allowed solely for personal use.
12. Members of the security staff engaged by the Organiser are entitled to deny access to the festival grounds for important reasons. Failure to comply with these terms and conditions may constitute an important reason.
13. The Organiser has no influence whatsoever on the presentation, duration, and content of the concerts. The sound volume at the concerts may cause possible damage to hearing and health. Ear plugs are available for free at the festival entrance, at the info point in the festival store and on the site. The Organiser shall not be liable for any damage to hearing or health.
14. The festival shall take place in all weather.
15. The Organiser reserves the right to change the programme without prior notice.
16. The Organiser may not be held responsible for lost or stolen property. Lost property will be taken to the lost-and-found office in Köniz after the festival.
17. During the course of the festival, the promoters and members of the media will take photos and record video materials to be published in print, on-line, on television etc. By purchasing a festival ticket, visitors agree that their picture be taken and used for the above purposes without compensation.
18. Claims for compensation arising from breach of contract, fault at the time of concluding the contract, and unlawful acts are excluded provided that the Organiser, its legal or statutory representative, or its executive assistants have not acted in a wilful or grossly negligent way. Claims



for compensation arising from incapacity to provide services or from delay are limited, in the case of slight negligence, to compensation for foreseeable damage.

19. The Organiser's general terms of business contained herein shall become an integral part of the contract entered into upon purchase of a festival ticket.
20. The legal venue and place of performance shall be Bern.