

General Terms and Conditions

General Terms and Conditions for Vouchers (hereinafter "Voucher Terms") of show tickets ag, legal operator of an E-GUMA® Voucher Management System from Idea Creation GmbH

1. General

The object of these Voucher Terms is the ordering/payment, delivery and use of vouchers which customers obtain via the website www.musical.ch or www.thunerseespiele.ch (hereinafter "Website"). Acceptance of these Voucher Terms is proven by the expression of interest in and use of the corresponding service by the customer. The use of personal information is regulated in the [data protection declaration](#). The [General Terms and Conditions of Business](#) shall also apply.

2. Ordering and payment

Customers can obtain vouchers via the Website or by telephone.

Payment shall take place by invoice (delivery via email or post) or using credit card payment. The agreement on voucher acquisition shall come into effect only on receipt of the full invoice amount (prepayment) or when the credit card is charged. Invoices are payable immediately without any deductions. From the 30th day after the invoice date show tickets ag shall be entitled to demand interest for late payment amounting to 5%. For payment by credit card the amount shall be immediately charged to the chosen credit card. In the case of credit card payments, by making a payment the customer accepts the relevant terms and conditions of the payment service provider. The decision to accept the means and method of payment and to set the amount of any fees shall be at the sole discretion of show tickets ag.

No right of withdrawal shall exist for customers.

3. Delivery

Vouchers are dispatched either by email in PDF format or by priority post within three working days at the latest from the date on which the agreement becomes effective (i.e. receipt of payment or charging of credit card) to the email or postal address provided by the customer. Show tickets ag cannot be held liable for incorrect or delayed delivery of the vouchers. Benefit and risk shall pass to the customer at the time of dispatch from the head office of show tickets ag. The customer shall be obliged to check the vouchers immediately on receipt. Discrepancies between the vouchers delivered and those ordered and any other complaints must be notified in writing by the customer within three working days. If the customer fails to do this, the vouchers delivered shall be deemed to have been accepted.

4. Use

Vouchers are not personal and may be transferred freely. Returning vouchers against a cash payment or exchanging vouchers is excluded.

It should be noted that vouchers are provided to customers by show tickets ag with a forgery-proof E-GUMA® voucher number (hereinafter "Code"). As the customer can print out the voucher himself, multiple prints are possible, however only one print is value-relevant and redeemable. The first voucher redeemed with an E-GUMA® Voucher Management System with the corresponding Code will be regarded as the original and will be written off by show tickets ag immediately after redemption. If further copies with the same Code are redeemed, this shall be regarded as an abuse, which may lead to prosecution under criminal law. There is no right to fulfilment or compensation from show tickets ag, even if the first redeemer was not the legitimate holder of the voucher.

Show tickets ag has no duty or possibility of verifying the entitlement of the redeemer with regard to the Code. On redemption, it is only checked whether the corresponding Code has really been released by the system and whether the corresponding voucher has really been paid for.

Vouchers can only be redeemed for events by Freddy Burger Management, which are listed on www.musical.ch/en/vouchers and in the restaurants of the FBM Group (Restaurant Schiffplände in Maur, Restaurant Sonnenberg in Zurich, Restaurant Theater 11 in Zurich) as well as for the gastronomy and additional offers of Thunerseespiele. The vouchers are valid for two years from the date of issue and must be redeemed within this period. The event itself may take place after the expiry of this period.

Vouchers must be redeemed by telephone (Tel. +41 44 265 56 56) quoting the Code. In the restaurants of the FBM Group (Restaurant Schiffplände in Maur, Restaurant Sonnenberg in Zurich, Restaurant Theater 11 in Zurich) the vouchers can also be redeemed on site. The value of the voucher can also be redeemed in instalments. However, repayment of any remaining value is excluded. If a ticket costs more than the amount of the voucher, the difference will be invoiced. Payment of the difference must be received by show tickets ag before the tickets are issued (prepayment).

For vouchers issued before 4 September 2016, any residual amounts shall be cancelled.

Vouchers of Thunerseespiele, issued until 30 September 2018 by inszene ticket GmbH, can only be redeemed for events of Thunerseespiele. The vouchers must be redeemed by telephone (Tel. +41 33 225 05 35) quoting the Code.

5. Final provisions

Show tickets ag, representatives of show tickets ag and/or agents shall be liable only for direct damages caused deliberately or through gross negligence. Liability for indirect damages and consequential damages is completely excluded.

The customer shall refrain from offsetting claims against show tickets ag if these are not legally determined or undisputed.

Show tickets ag reserves the right to amend these Voucher Terms at any time. Amendments shall be made accessible on the Website and shall come into effect upon their publication.

If one or more provisions of these Voucher Terms is or becomes wholly or partly invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions of these Voucher Terms. The parties shall in this case replace the invalid or unenforceable provision with a valid and enforceable provision which reflects as closely as possible the economic purpose of the provision to be replaced. The same shall apply correspondingly in the event that these Voucher Terms contain a loophole.

Swiss law shall apply exclusively, to the exclusion of the conflict of law provisions and the provisions of the UN sales law (CISG). The sole place of jurisdiction for all disputes shall be Zurich, Switzerland.

Zurich, November 2018