

# GENERAL SALES CONDITIONS

#### Théâtre National Wallonie-Bruxelles Public benefit foundation

Boulevard Emile Jacqmain 111-115, B-1000 Brussels Business number 406,582,626

These General Conditions (hereinafter "GC"), apply to the sale by the Théâtre National Wallonie-Bruxelles (hereafter referred to as "Théâtre National") of tickets to events and subscriptions and are subject to the special provisions for certain booking or subscription options. Note: for the booking and buying specific to the Troika pass, please refer to the "Special Terms of Sale for Troika passes", attached to these GC.

They are subject to change at any time and without prior notice in the context of the organisation of the Théâtre National activities.

The confirmation of the booking by the buyer and the payment of the seats entail unconditional acceptance of the sales conditions. The buyer is aware that in the event that these conditions are not met, he or she will be denied access to the event venue without compensation.

# **TARIFFS**

The basic tariffs are attached to these general conditions.

The applicable tariffs are those quoted in programs and displayed at the ticket counter of the Théâtre National Wallonie-Bruxelles.

All tariffs are subject to change without prior notice. However, tickets will be billed based on tariffs in effect at the time of validation of your order.

Tickets are valid only after our confirmation of the requested payment.

If you are entitled to a discounted rate, the presentation of valid proof may be requested at any time.

No discount will be granted after payment of the order.

# **METHODS OF PAYMENT**

Only the following methods of payment are accepted:

- Cash at the ticket counter of the Théâtre National
- By card: Bancontact / Visa / Mastercard
- By bank transfer to the account: BE29 0000 0632 1164

# BOOKING AND SALE OF TICKETS AND SUBSCRIPTIONS

Booking and buying tickets or subscriptions can be done:

- By phone
   +32 2 203 53 03
   Monday 10am > 1pm and 2pm > 6pm
   Tuesday > Friday 10am > 6pm
   Saturday 1pm > 6pm
- At the Théâtre

from Monday to Saturday, from 1pm > 6pm & one hour before each performance. Boulevard Emile Jacqmain 111-115, B-1000 Brussels location@theatrenational.be

Annual closure period: 15.07 > 15.08.

 Online via the website www.theatrenational.be or via our partner website https://indiv.themisweb.fr/0365/fListeManifs. aspx?idstructure=0365&EventId=0.

Payment must occur at the moment of the booking or within seven calendar days after. Otherwise, reserved seats are automatically reset to sale.

Unless otherwise specified in these general conditions or in the special provisions, paid seats cannot be cancelled, postponed, exchanged or refunded.

For subscribers of a subscription, date modification for the same show are accepted, within the limits of available seats and at the latest three working days before the performance is originally scheduled. This date modification must be requested by phone or email at the ticket office of the Théâtre National or by email at location@theatrenational.be or by phone to +32.2.203.53.03.

The number of seats or subscriptions per transaction must not exceed 10.

# WITHDRAWAL OF TICKETS AND SUBSCRIPTIONS

Ticket(s) or subscription(s) and the online purchase confirmation should be checked by the buyer upon receipt. No further claims will be considered. Issued tickets are unique.

However, duplicates can be printed in case of theft or loss upon presentation of identification and the confirmation email received when tickets were purchased online, or if the ticketing software manages to recover the booking. In any event, even in this case, only the ticket holder is entitled to take the seat.

Printing of a duplicate will be charged at 1 €.

Tickets and subscriptions can be:

- either withdrawn on site by the buyer before the performance at the
  dedicated counter in the Théâtre National if the withdrawal occurs on the
  day of the performance, it has to happen no sooner than one hour before
  and no later than fifteen minutes before the beginning of the show, on
  presentation of the booking confirmation email,
- or sent no later than 7 days before the date of the performance to the address indicated by the buyer, with a shipping fee of  $2 \in$ ,
- or printed by the buyer himself through the "e-tickets" process. If you opted to print tickets at home, your e-tickets are attached to the order confirmation. The e-ticket process allows you to print purchased tickets on an ordinary printer with internet access. You must print the e-tickets on an A4 white sheet (one side only) of good quality that will ensure the readability of the barcode. E-tickets may also be presented on a smartphone with a satisfactory resolution.

Entrance to the performance is subject to validity control of the ticket. The ticket is only valid on the date and conditions of use listed on it. There is one ticket for each seat purchased. Multiple entries with the same ticket are prohibited. Reproduction of the tickets is strictly prohibited. Only the first person to present the ticket will be admitted to attend the event. That person is presumed to be the lawful holder of the ticket. This is why it is prohibited to reproduce, duplicate or counterfeit the ticket in any way or to make it available for such purposes. You should never accept a ticket from a stranger as it might be a counterfeit. The Théâtre National may refuse entry to the performance when several prints, reproductions, copies or imitations of a home-printable ticket are circulating and that access to the event has previously been granted to the holder of a ticket. In case of loss or theft, you can call the Théâtre National "location" department (+32.2.203.53.03.) that will normally emit a duplicate ticket. In that case, the duplicate can be withdrawn on the day of the performance, not earlier than one hour before and not later than fifteen minutes before the beginning of the performance.

# **ONLINE SALE**

Ticket price is indicated in Euros, all taxes included.

Ticket price is increased by  $1\, {\mathfrak C}$  for a ticket order and by  $2\, {\mathfrak C}$  for a subscription order, as service charges.

Only the following discount rates are available online: < than 25 y.o.,  $25 \times 35$  y.o. and more than 60 y.o., job seekers and teachers.

Your ticket order will only be definitely confirmed after you click on the "PAY MY ORDER" button.

Payment is only accepted online.

Tickets purchased on the website of the Théâtre National Wallonie-Bruxelles can only be paid for by bank card from the Bancontact/Visa/Mastercard network. Online payments are secured. All information is protected and encrypted before being transmitted to the central data processing centre.

The information provided by the customer when entering his bank details are subject to encryption from our bank, in order to protect most effectively all sensitive data during the payment. The online payment transaction is provided by the system Ingenico. This transaction is done through a secure and encrypted SSL. Under no circumstances and at no time, information about bank cards passes on the Ingenico server.

Once Ingenico confirms the validation of the order, your debit card will be charged.

In the event of a problem during the payment, please check the validity and the authorized limit of your card.

Some banks require an additional code for online shopping; please contact your bank for more information.

The online sale will be closed at least two hours before the beginning of the performance.

### **VALIDATION**

You acknowledge having read and fully accepted these terms and conditions before finalising your order. By ticking the box "I accept the Terms of Sale", you confirm your acceptance of these general conditions and you validate your order. The ticket order is only binding on the Théâtre National Wallonie-Bruxelles upon receipt of an e-mail confirming the payment of the transaction. Therefore, we invite you to check your email inbox.

Any validated order makes the sale firm and final. Any modification or cancellation of the purchase is impossible. Under the Code of economic law, distance and off-premises sales are not likely to be subject to a right of revocation by the buyer, as they refer to a leisure activity for which the contract provides a date or a dedicated implementation period.

The data recorded by the Théâtre National constitutes proof of all transactions with the buyer. The data recorded by the secure payment system constitutes proof of the financial transactions with the buyer.

# **SEAT ALLOCATION**

Depending on the configuration, you may be offered the following kind of seat:

Numbered seats:

For the performances for which numbered seating exists, your seat number will be indicated when you place your order.

In the case of individual sales, for performances for which numbered seating exists, the buyer will have the possibility to choose the allocation area suggested by the online sales website. No further claims will be considered.

In the case of subscriptions, for performances in which numbered seating exists, the buyer will be automatically allocated a seat suggested by the online sales website. No further claims will be considered.

Free seating:

For the performances for which numbered seating does not exist, spectators are free to choose their seat.

# SUBSCRIPTION AND PASS

The different options and prices for subscriptions and passes are attached to these general conditions.

These terms apply to subscriptions and are subject to specific conditions provided on the subscription documents.

# MODIFICATION - CANCELLATION OF A PERFORMANCE

The Théâtre National reserves the possibility to modify order, duration and distribution of the show. Additionally, the Théâtre National Wallonie-Bruxelles reserves the right to cancel any performance that could not take place due to fortuitous events or force majeure as (and the list is not exhaustive) extreme weather conditions, union strikes, fire, attacks, war, water damages, illness of an interpreter, etc. In such an occurrence, the Théâtre National Wallonie-Bruxelles will propose another date to attend the performance or a ticket refund. If a performance is interrupted later than the first half of the show, tickets cannot be returned nor exchanged to another date, nor refunded. Refunds are done by bank transfer.

Requests for refund or ticket exchange must be sent to the "location" department of the Théâtre National by email to location@theatrenational.be or by phone to +32.2.203.53.03 from Tuesday to Saturday from 11am until 6pm.

### **USE OF THE TICKET**

Tickets cannot be returned or exchanged. A ticket is personal and non-transferable. The ticket is only valid for the location, performance, date and time mentioned on it

The ticket must be presented to the controls at the entrance of the location of the performance. An official, valid identification card may be requested to identify the buyer of the ticket. The Théâtre National cannot be held responsible if that optional verification did not happen before, especially in cases where a ticket was found.

It is imperative that the control slip is attached to the ticket. When a barcode is present, the ticket can be controlled using an electronic scan device. Only the ticket holder is entitled to take the seat mentioned on the ticket of the performance.

The ticket must be kept for the duration of your presence on the location of the performance and must be showed to any security checkpoint on the site.

### ACCESS TO THE PERFORMANCE

The performance starts at the time indicated on the ticket. Opening the doors of the auditorium will generally occur 15 minutes before the performance. Five minutes before the scheduled time for the beginning of the performance, access to numbered seats is no longer guaranteed. The auditorium staff will then place the audience in accordance with the non-occupied seats. Once the curtain is raised, latecomers will not be allowed to access the auditorium anymore. If possible, they will be seated at the favour of a performance interruption and in accordance with the accessibility to that performance. Otherwise, the ticket will be lost without any possible compensation. Due to some auditorium configuration or some artistic requirements for some performances, it might not always be possible to let the latecomers access the performance. For creations, the duration of the performance is variable and will only be known a few days before the show.

For security reasons, the spectator might have to undergo palpation and/or a scan at the entrance of the location of the performance. Access will be denied to anyone who does not submit to those security measures. It is strictly prohibited to enter the location of the performance with any object that could be use as a projectile, or dangerous objects or any pyrotechnic item.

Cell phones must be turned off for the duration of the performance.

# INTELLECTUAL PROPERTY RIGHTS AND IMAGE RIGHTS

The Théâtre National retains all intellectual property rights that it holds regarding the performance. Except in the case of exceptions to copyright, the buyer cannot in any way detract the Théâtre National and/or any third party (director, actors ...) from their copyrights.

It is prohibited to take pictures, make a video or record the performance in any form whatsoever.

If the Théâtre National has planned for the performance to be recorded, the audience is likely to appear in the recording. By accepting these terms and conditions and/or by attending the show, the buyer and/or the person(s) he bought the tickets for, agree that his/their image can be reproduced (in particular, for shots of the auditorium where the audience appears) within the frame of this recording and may be exhibited by the Théâtre National. This right is granted to the entire world, for free.

# **CLAIMS - LITIGATIONS**

Any claim should be introduced to the Théâtre National no later than the day after the performance, either by letter to Boulevard Emile Jacqmain 111-115, B-1000 Brussels or by email to location@theatrenational.be.

No further claims will be considered.

The sale of tickets by the Théâtre National is subject to Belgian law. In case of litigation, only the French courts of Brussels will be competent.

For online sales, information on alternative dispute resolution can be obtained via the link http://ec.europa.eu/odr/

# PROTECTION OF PERSONAL DATA

Regarding the processing of your personal data, please refer to our Personal Data Policy, available on our website.

# SPECIAL SALE PROVISIONS FOR TROIKA PASSES

#### Théâtre National Wallonie-Bruxelles Public benefit foundation

Boulevard Emile Jacqmain 111-115, B-1000 Brussels Business number 406.582.626

These Special Sale Provisions (hereinafter "SSP") apply to the sale by the Théâtre National Wallonie-Bruxelles (hereafter referred to as "Théâtre National") of "Troika passes" in the context of the Troika project held jointly by the three following institutions: the Théâtre National, the Monnaie and the KVS (hereafter referred to as "the Operators") for the 2019/2020 season.

Except what is stated below and what is specific to the operation of Troika passes, the respective terms and conditions of each operator still apply to the remainder

These Special Sale Provisions are subject to change at any time and without prior notice in the context of the good organisation of the operators' activities.

The confirmation of the booking or the buying of the Troika pass by the requesting party entails his unconditional acceptance of these conditions of sale. The requesting party is aware that in the case these conditions are not met, he will be denied access to the event venue without compensation.

### **TARIFFS**

The "Troika pass" is granted for free to the season subscribers in each of the institutions at the opening of the sale of subscriptions determined by each operator independently, thus from 30.04.2019 for the subscribers of the Théâtre National.

It is implied that any customer obtaining the Troika pass expressly requested to do so from the operator he has subscribed to a season ticket from.

Except for subscribers, the Troika pass will go on sale in each institution from 01.06.2019 at the single price of 9 Euros.

This tariff is subject to change without prior notice. However, the Troika passes will be billed based on tariffs in effect at the time of validation of your order. The purchase of the Troika pass is valid only after our confirmation of the requested regulation.

As the Troika pass is sold at a single price, no discount will be granted after payment of the order.

Thanks to the Troika pass, its holder can be granted a 20% discount on the full fare determined by the operators for shows available as part of the Troika process (https://www.theatrenational.be/fr/tags/105-troika), subject to availability. Holding a Troika pass does not imply the absolute right to obtain tickets with a 20% discount for all the shows presented by the three operators.

Each operator is free to decide the ticket price for the shows he is selling tickets for.

The discount is not applicable on discounted rates by each institution, nor can it be combined with other discounts.

# WITHDRAWAL OF PASSES AND TICKETS

The Troika pass will be sent by email to the email address provided by the subscriber who requests it or by the buyer.

There is no physical Troika pass.

The Troika pass is personal and non-transferable.

The tickets with a 20% discount can only be bought from the operator in charge of the show within its headquarters or on tour (see https://www.theatrenational. be/fr/pages/137-contacts) and this applies no matter which operator delivered the Troika pass.

Tickets sale for Troika pass subscribers will be open from 01.06.2019 in the three institutions.

Ticket sales for Troika pass subscribers will be open in the three institutions at the opening of the sale of tickets determined by each operator independently, thus from 10.09.2019 in the Théâtre National.

The Troika pass and tickets are not issued during the summer closing of ticket offices

For the rest, our General Conditions apply.

### **ONLINE SALE**

The Troika pass has a unique and personal number which must be registered in order to benefit from a 20% discount on the tickets bought for the shows referred to.

For the rest, the General Conditions of the operator who closed the online sale apply.

# **METHODS OF PAYMENT**

The General Conditions of the operator who received the payment apply.

# BOOKING AND SALE OF TICKETS FOR SHOWS

The General Conditions of the operator who secured the booking or closed the sale of the tickets apply.

# **VALIDATION**

You acknowledge having read and fully accepted these specific terms and general conditions before finalising your order.

By ticking the box "I accept the General and Specific Terms of Sale", you confirm your acceptance of the general conditions and specific terms and you validate your order.

For the rest, our General Conditions apply.

# **SEATS ALLOCATION**

The General Conditions of the operator who performs the show apply.

# MODIFICATION - CANCELLATION OF A PERFORMANCE

The General Conditions of the operator who performs the show apply.

# **USE OF THE TICKET**

The General Conditions of the operator who performs the show apply.

# ACCESS TO THE PERFORMANCE

The General Conditions of the operator who performs the show apply.

# INTELLECTUAL PROPERTY RIGHTS AND IMAGE RIGHTS

The General Conditions of the operator who performs the show apply.

### **CLAIMS - LITIGATIONS**

The General Conditions of the operator who closed the sale of the tickets or the Troika pass apply.

# PROTECTION OF PERSONAL DATA

Regarding the processing of your personal data, please refer to our Personal Data Policy, available on our website.