

# General Terms and Conditions (GTC)

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of Ordinary Magic LB eGmbH  
Status: October 2025

## 1. Scope of Application

These General Terms and Conditions (GTC) apply to all contracts concluded between Ordinary Magic LB eGmbH (hereinafter referred to as the "Organizer") and its customers. They govern in particular the participation in shows and events as well as the purchase of souvenirs and magic items (hereinafter referred to as "purchased goods"). Any deviating terms and conditions of the customer shall not apply unless expressly agreed in writing by the Organizer.

## 2. Conclusion of Contract

The purchase of an admission ticket via the Organizer's website or via other sales platforms expressly designated by the Organizer constitutes a binding conclusion of a contract. By purchasing a ticket, the customer accepts these General Terms and Conditions in full.

With regard to purchased goods, the presentation of goods on the website or in other media does not constitute a legally binding offer, but an invitation to place an order. A contract for purchased goods shall only be concluded upon written or electronic confirmation by the Organizer.

## 3. Services of the Organizer

a) Shows and Events: The Organizer offers magic shows, lectures and other events. The Organizer reserves the right to make changes to the content, provided that the overall character of the event is not materially affected.

b) Purchased Goods: Souvenirs and magic items may be purchased on site. Minor deviations in form, color or packaging are possible.

## 4. Photo and Video Recordings

During the events, photo and video recordings may be made by the Organizer or by third parties commissioned by the Organizer. Such recordings are the property of the Organizer.

By entering the event premises, the customer agrees that these recordings may be used by the Organizer for its own marketing purposes (e.g. website, social media, print media) without limitation in terms of time, territory or content.

Any objection may only be directed against the use of the recordings for marketing purposes, but not against the making of the recordings as such. Any objection must be submitted in writing prior to the start of the event.

Visitors are only permitted to take their own photo or video recordings with the express permission of the event staff.

## **5. Prices and Payment**

The prices displayed at the time of ordering shall apply. All prices are stated in euros and include statutory value added tax, unless expressly stated otherwise.

Payment shall be made in advance or, at the latest, at the venue in cash or by electronic means of payment. When purchasing tickets on site, availability cannot be guaranteed; admission is only granted upon presentation of a valid, confirmed ticket.

The right of admission to an event arises only after full payment of the ticket price.

## **6. Right of Withdrawal**

A statutory right of withdrawal pursuant to Sections 312g and 355 of the German Civil Code (BGB) exists only for distance selling contracts, i.e. online purchases. The Organizer currently sells goods exclusively on site. Therefore, no right of withdrawal exists for such purchases.

With regard to the purchase of admission tickets, no right of withdrawal exists pursuant to Section 312g (2) No. 9 BGB.

## **7. Cancellation and Refunds**

Tickets for events are excluded from return and exchange. A statutory right of withdrawal does not apply (Section 312g (2) No. 9 BGB).

If an event is cancelled by the Organizer, customers shall be refunded the ticket price. Refunds shall be processed exclusively via the sales platform through which the ticket was purchased. Any service or processing fees charged by the respective platform shall not be refunded. Further claims are excluded.

In the event of a rescheduling, tickets already purchased shall remain valid for the new date. In such case, there shall be no entitlement to a refund, unless the customer can demonstrably not attend the rescheduled date.

Partial changes to the program (e.g. changes in schedule or the cancellation of individual performers) do not entitle the customer to a refund or price reduction, provided that the overall character of the event is maintained.

Tickets that are not paid for or not paid for in due time automatically lose their validity; in such cases, no right of admission exists.

Statutory warranty rights of the customer in the event of defects in purchased goods remain unaffected.

## **8. Liability**

The Organizer shall be liable without limitation for damages resulting from injury to life, body or health caused by intentional or negligent breach of duty. In all other cases, the Organizer shall be liable only for intent and gross negligence.

No liability is assumed for items brought along by visitors, in particular jackets, bags or valuables, even if such items are stored in the Organizer's cloakroom.

The Organizer shall not be liable for delays or cancellations caused by force majeure (e.g. natural events, pandemics, official orders) or by third parties (e.g. public transport disruptions).

Participation in interactive elements or audience participation effects is at the visitor's own risk. The Organizer shall not be liable for damages resulting from improper conduct by visitors.

## **9. Retention of Title**

Purchased goods shall remain the property of the Organizer until full payment has been made.

## **10. Special Provisions for Magic Tricks**

a) The sale of magic tricks regularly includes a demonstration and/or the provision of instructions revealing the functional principle of the trick.

b) Upon demonstration or opening of the packaging, the trick shall be deemed a product customized to the individual customer. After this point, withdrawal or return is excluded, irrespective of whether full payment has already been made.

c) Ownership of purchased magic tricks shall pass to the customer only after full payment. If a demonstration or opening of the product takes place prior to full payment, the customer

remains fully obliged to pay the purchase price.

d) Any disclosure, reproduction or public performance of the instructions or explanations provided is prohibited without the prior express consent of the Organizer.

## **11. Governing Law and Jurisdiction**

The laws of the Federal Republic of Germany shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). To the extent legally permissible, the place of jurisdiction shall be Berlin.

## **12. Severability Clause**

Should individual provisions of these GTC be or become wholly or partially invalid, the validity of the remaining provisions shall remain unaffected.