

GENERAL TERMS AND CONDITIONS OF USE

The following General Terms and Conditions of Use (hereinafter “General Terms and Conditions”) govern all contracts concluded between Fondazione Teatro alla Scala (via Filodrammatici 2, 20121 Milan, Italy, VAT 00937610152, Tel. +390272003744, email: lascalarisponde@fondazionelascale.it) and the CUSTOMER regarding SERVICES provided on the www.lascale.tv platform.

SERVICES provided include the free, in subscription or fee-based temporary access through compatible user DEVICES to live broadcasts and recordings of audiovisual CONTENT (operas, ballets, concerts, children shows, documentaries, interviews) as well as all the user interface, information technology, software and digital functions that make this access possible.

Fee-based CONTENTS are made available to the user as a RENT for a limited period of time, in exchange for the payment of the rental price of the CONTENT (see the RENT section of the Terms and Conditions for further details). The usual RENT length is 72 hours after the first play of the CONTENT, if not differently stated.

Subscription CONTENTS ([listed and updated here](#)) are made available without limits to the user for the whole duration of the subscription period, according to a fee-based plan (monthly, trimestral or annual as specified in Section 3 of the following Terms and Conditions).

1. LA SCALA TV SERVICE

The La Scala Tv SERVICE allows registered CUSTOMERS to temporarily access CONTENTS (either for free, by paying the rental fee or a subscription fee), from any compatible DEVICE with a working internet connection and supporting a modern and updated browser (see Section 8 of the present Terms and Conditions). The provision of internet access that is necessary for the use of the streaming services defined in the present Terms and Conditions shall not be subject to the contract between the CUSTOMER and Fondazione Teatro alla Scala. Please check with your provider for connected internet usage costs.

The USER shall be at least 18 years old to RENT a CONTENT. Minors should use the SERVICE only under the supervision of an adult.

Use of the present SERVICE implies the electronic acceptance of these Terms and Conditions as well as of [La Scala's Privacy Policy](#).

2. REGISTRATION

The CUSTOMER may use the streaming SERVICES offered only upon prior REGISTRATION as a user of the Teatro alla Scala's website www.teatroallascala.org. Only major persons who are also legally competent may register.

In order to register, the customer has to provide a valid email and password (ACCESS DATA) as well as the following data: title, first name, surname, country of residence and privacy options.

The CUSTOMER ensures that all data entered during registration is correct and that he has not used data of a third party. The CUSTOMER shall inform Fondazione Teatro alla Scala immediately of any changes to the data.

Following registration, the CONTENTS will be available at www.lascale.tv as well as in the User reserved area, where user data can be updated, password can be reset, the account rent history can be checked and the automatic renewal for subscription can be cancelled.

The ACCESS DATA (email and password) may only be used by the CUSTOMER who is the sole person responsible for any use made by his/her ACCOUNT. The CUSTOMER may not pass the access data on to a third party. The CUSTOMER shall keep his access data secret and change or have Fondazione Teatro alla Scala change the data, if he becomes aware that his access data has been misused. This also applies in cases that misuse is suspected.

In case of theft or loss of your ACCESS DATA, the user shall modify them as soon as possible or write to lascalarisponde@fondazionelascale.it to do it.

3. RENT AND SUBSCRIPTION

RENT and SUBSCRIPTION transactions are available only prior REGISTRATION (see Section 2), through a valid internet connection and upon payment of the PRICE (if applicable) through one of the proposed and accepted payment methods. The transaction is completed only after confirmation from the issuing bank of the credit card (or of the alternative payment method chosen) and after correct completion of the payment. In case of SUBSCRIPTIONS, an automatic renewal plan is activated, with next billing term on the first day after the end of the current subscription period and with the renewal amount charged on the same payment method used to subscribe. The user can cancel this automatic renewal anytime in the user's account reserved area (as stated in Section 6).

3.1 Rent prices:

- Rent prices are indicated in euro, always including applicable VAT taxes.
- Prices can differ for each CONTENT. Fondazione Teatro alla Scala reserves the right to change prices at any time before the RENT transaction occurs, without warning. The charged price will be the one stated at the moment of the transaction.
- The price will be charged on the chosen payment method notwithstanding the fact that the CUSTOMER has partially or completely benefit from the CONTENT (except for the conditions detailed at Section 5 - Right of withdrawal - of the present Terms and Conditions).
- Payment receipts will be issued directly to the email provided during registration.

3.2 Subscription plan fees:

- Subscription fees are indicated in euro, always including applicable VAT taxes.
- The fees are charged at the moment of the subscription and, following, according to the plan terms (monthly, trimestral or annually) unless the automatic renewal is cancelled (see Section 6) or in case of withdrawal (see Section 5). Fondazione Teatro alla Scala reserves the right to change prices at any time before the RENT transaction occurs, without warning. The charged price will be the one stated at the moment of the transaction.
- Subscribers of the Theatre's Season (by logging in with their account) as well as other users might enjoy a discount on the subscription fees.
- Subscription fees can be modified by Fondazione Teatro alla Scala anytime (to respond to changes in the service) prior to the subscription or renewal date. In case of renewal, the user will receive an email notification at least 30 days before the fee change applies. The renewal can be cancelled according to Section 6 of the present Terms and Conditions.
- The fee will be charged on the chosen payment method notwithstanding the fact that the CUSTOMER has partially or completely benefit from the CONTENT (except for the conditions detailed at Section 5 - Right of withdrawal - of the present Terms and Conditions).
- Payment receipts will be issued directly to the email provided during registration.

3.3 Free trials, pre-paid and promotional subscriptions:

Some users can enjoy free trial, promotional or pre-paid gift subscription periods, that follow the same Terms and Conditions here stated, as far as compatible. At the end of the free trial or pre-paid period, the renewal might apply with the normal fees. Automatic renewals can be cancelled according to Section 6 of the present Terms and Conditions.

4. USE

4.1 Paid rents:

The use of rented streaming services is limited to certain content and time, communicated to the CUSTOMER when completing the rent transaction (usually 72 hours after clicking play for the first time on the content). Live performances will be available in live streaming and as deferred catch-up from the day after for the following 7 days. The standard rent length is still 72 hours from the first play click.

4.2 Contents included in subscriptions:

The use of streaming services is limited to contents included in subscriptions and to the period of validity of the plan subscribed, communicated to the CUSTOMER when completing the subscription transaction. On demand contents can be viewed more any number of times, without restrictions. Live performances will be available also as deferred catch-up from the day after for the following 7 days.

4.3 Account sharing:

The account is personal and cannot be shared. Each account is allowed to view contents at the same time on up to 5 devices. A higher number of simultaneous devices is considered a violation of the present Terms and Conditions and might imply the cancellation of the account according to Section 8.

5. USER'S RIGHT OF WITHDRAWAL

According to articles 52 and following from the Italian Consumer Code, CUSTOMERS are entitled to a right of withdrawal within 14 days from the transaction and to the right of receiving refund for executed payments, under the conditions detailed below.

According to article 59 of the Consumer Code, these rights (withdrawal and refund) are terminated if the SERVICE has been used, even partially, i.e. as soon as Fondazione Teatro alla Scala has started delivering the rented streaming services or at least one performance in subscription as been (even partially) watched by clicking the play button.

To exercise your withdrawal right, please fill in the following form and send it to lascalarisponde@fondazionelascala.it within the terms abovementioned.

In case of correct exercise of the right, Fondazione Teatro alla Scala commits to refund the payment within 30 days without undue delays, using the same payment method used by the CUSTOMER, without extra charges.

In case of clear impossibility to enjoy the rented CONTENT or SUBSCRIPTION, a refund or extension of rental can be requested at support@lascala.tv.

No other case for refund is admitted.

In particular, no refund is admitted in case the streaming of any desired CONTENT (specifically rented or included in a subscription plan) is not started by the user (through the click of the play button) within the period of its permanence in the La Scala Tv catalogue, which for live streams is usually set to 7 days after the live broadcast.

6. CANCELLATION

Except for the conditions mentioned in Section 5, all rent and subscription transactions are definitive. In case of subscription, the renewal fee will be automatically charged according to the subscription plan chosen (monthly, trimestral, annual) unless the plan is cancelled before the renewal date. The automatic renewal can be cancelled in the reserved area of your account or by contacting support@lascala.tv. The subscription will be cancelled at the end of its current validity period, when the next payment would have been due. No partial refund or credit is allowed, unless in the cases provided for in the Terms and Conditions.

7. FONDAZIONE TEATRO ALLA SCALA'S RIGHT OF WITHDRAWAL

Fondazione Teatro alla Scala can withdraw from the SERVICES (rental and subscriptions) with an advance notice of at least 15 days. In case of withdrawal from a subscription service, a partial refund can be made, proportional to the remaining validity period.

Except for the conditions mentioned in Section 8, Fondazione Teatro alla Scala can terminate the contract according to the present Terms and Conditions in case of: a) violation of the Terms and Conditions; b) inappropriate or fraudulent use of the service; c) incompleteness of payment at the renewal date (the user is notified of the termination and of his right of appeal).

8. RULES TO USE THE SERVICE

The CUSTOMER may only stream videos for private, domestic use and cannot share the account with other viewers or do public performances unless agreed with Fondazione Teatro alla Scala.

Renting a content is a limited, non-exclusive, non-transferrable, non-sublicensable licence to view the content, for the time period defined in Section 4 of the present Terms and Conditions. No other title or right is transferred.

Moreover, it is prohibited to:

- share the ACCOUNT or make CONTENTS available online;
- reproduce, manipulate, record, distribute, link, embed or communicate the CONTENTS, in full or in part;
- remove any distinctive mark or credit from the CONTENT;
- alter, block or affect the digital rights management instruments protecting the CONTENT;
- use in any way the texts, images, sounds, videos or any information or software made available by the service;
- use robots, spiders, scrapers or any other automatic/bot or data mining instrument to access the service;
- hacking the software by any means;
- misuse the CONTENT in any way not admitted in the present Terms and Conditions.

In case of breach of the abovementioned duties or of any Intellectual Property violation, the CUSTOMER releases and indemnifies Fondazione Teatro alla Scala from any risk, loss, cost, expenditure or detrimental consequence caused by the breach.

Fondazione Teatro alla Scala reserves the right to check anytime by any means, and in case of breach to block the CUSTOMER's access and terminate the agreement of usage for cause. In such case, the CUSTOMER will be notified and further compensation might be requested.

The CUSTOMER is held accountable for any use of its ACCOUNT, even by third parties or minors that had access to it beyond the CUSTOMER's will.

CONTENTS can be viewed only in the territory where the CUSTOMER is registered, or temporarily in another member state of the European Union in compliance with EU law (Regulation 2017/1128 of the European Parliament and of the Council of 14 June 2017 on cross-border portability of online content services in the internal market).

Fondazione Teatro alla Scala shall decide independently which CONTENTS are offered as live streams or as video on demand on La Scala Tv. The CUSTOMER shall not be entitled to claim that certain concert recordings are being made available, even if Fondazione Teatro alla Scala previously announced such availability. Furthermore, Fondazione Teatro alla Scala reserves the right to remove certain content from the archive for legal reasons and/or to exclude certain regions from the offer of streaming services for legal reasons (Geoblocking).

Subtitles are specified for each content according to their availability: the CONSUMER shall verify the availability of the language of its interest before renting the CONTENT.

9. INTELLECTUAL PROPERTY

The SERVICE, platform lascalatv and CONTENTS include exclusive intellectual property rights of Fondazione Teatro alla Scala (or licensed to Fondazione Teatro alla Scala) protected by the law. Any missing action on behalf of Fondazione Teatro alla Scala in protection of such rights and of the present Terms and Conditions does not amount to a waiver of those rights.

10. PLAYBACK QUALITY AND TECHNICAL REQUIREMENTS

The SERVICE is available for any device connect to the internet and supporting a modern and updated browser, such as Google Chrome, Firefox or Safari. Compatible DEVICES include for example multimedia streaming devices, Smart TVs, videogame consoles, smartphones, tablets, PCs and laptops.

The CONTENT playback quality can vary (also during the view) according to your geographical location, bandwidth and internet connection speed.

Not all contents are available in all formats, please check the detail page of each CONTENT. The availability of SD, HDR, HD and Ultra HD quality might also depend on the CUSTOMER's internet connection service, on the device properties and on the choice made during the rent transaction.

The minimum download bandwidth suggested to watch content in SD (standard definition) is 1 Mb/s, better bandwidth is recommended for higher qualities: from 6 Mb/s for HD (1080p) and from 14 Mb/s for Ultra HD quality.

The video stream is provided in H.264 encoding with a variable bitrate, up to a maximum of 12 Mb/s. The audio stream is provided with a 48kHz sample rate and 192k bitrate.

To provide the best possible view experience, avoiding interruptions, we reserve the right to automatically reduce the resolution and content file size if the playback is constrained by connection limits or other factors.

A test of performance is proposed before each rent: Teatro alla Scala holds no responsibility on problems arising from missing or insufficient technical requirements.

11. LEGAL GUARANTEE

All CONTENTS are covered by legal guarantee of conformity as required by articles 128 and following, 135-octies of the Consumer Code.

Notwithstanding Fondazione Teatro alla Scala's commitment to due diligence and the application of state of art technology, the 24/7 availability of service and total absence of incidents and interruptions cannot be completely avoided. Fondazione Teatro alla Scala commits to eliminate any technical malfunctions without delay if feasible. Please note that live streams will be available again in deferred catch-up only the day after the live broadcast.

Proper functioning of the CUSTOMER's internet connection, of the end device used are excluded from such guarantee, as well as any use not compliant with the present Terms and Conditions.

Le dirette live saranno inoltre rese disponibili in differita "catch-up" solamente dopo un breve periodo di interruzione per la ricodifica del video, entro il giorno successivo a quello della diretta.

12. CLIENT SERVICE

For any assistance on the use of the SERVICE, please use the ChatBot on our website.

13. AMENDMENTS

Fondazione Teatro alla Scala has the right to amend these Terms and Conditions at any time to account for changes in the service and offer. The CUSTOMER, if involved in the changes, will be notified of such amendments in text form (in writing, no signature required, e.g. email) at the latest 30 days before they take effect. Any use of the service after such notification will imply that amendments are deemed to be approved by the CUSTOMER. In case of objection, the use of the service shall be immediately terminated.

14. COMMUNICATION

Information on the CUSTOMER account (e.g. payment authorizations, invoices, password reset, confirmations, notifications) will be send exclusively by email to the address provided during registration.

15. APPLICABLE LAW

These Terms and Conditions are governed by the Italian law, in particular according to D.Lgs. n. 206 of 6/9/2005, as modified by L. n. 31/2019 and n. 37/2019 (so called Consumer Code) and D. Lgs. n. 70 of 9/4/2003 regarding ecommerce.

These conditions do not limit the customer rights valid in your country of residence.

Should any provision of these Terms and Conditions be invalid, this shall not affect the validity of all other provisions of the Terms and Conditions.

Where legally permissible, the place of performance and exclusive place of jurisdiction for all disputes between the parties shall be Milan.