

# Terms and Conditions – for the online ticket purchase

as of May 2018

## 1. Information about the company

- 1.1 Österreichische Galerie Belvedere  
Academic Institution under Public Law  
Prinz Eugen-Straße 27  
1030 Vienna  
AUSTRIA  
VAT identification code: ATU16286800  
Commercial register number: FN 192738p, Vienna Commercial Court

## 2. Scope

- 2.1 These General Terms and Conditions are applicable for the purchase of admission tickets for the collection and special exhibitions of the Austrian Gallery Belvedere (hereinafter “Belvedere”) via its Internet website. For information about the actual exhibition program please refer to our homepage. Belvedere reserves the right to cancel or change announced exhibitions. Due to necessary work, for instance the (de)installation of exhibitions, partial close-downs may happen. Belvedere refers to the right to close some or all exhibition rooms due to reasons of security like crowding or congestion.
- 2.2 By making an order the customer accepts the general terms and conditions. Only these terms and conditions are valid. Deviant conditions will not be recognized by the Belvedere unless the Belvedere has expressly accepted the deviation in writing. If separate conditions of these general terms and conditions contradict compulsory legal regulations completely or partially, the remaining terms of these general terms and conditions nevertheless retain their validity.
- 2.3 The House Regulations in the update version are available on the website.

## 3. Conclusion of contract

- 3.1 In choosing the admission tickets and entering the requested personal details correctly, the customer submits an offer for the purchase of the selected ticket(s). The order can only be completed, if all data fields that are marked with \* are fully filled-in. Acceptance of this offer by Belvedere is confirmed by a note of confirmation sent by e-mail.

## 4. Fees

- 4.1 The actual admission fees can be found at the Belvedere homepage. All fees include the value-added tax and may be subject to modifications and amendments.
- 4.2 Additional fees may be charged for other services, such as the attendance of guided tours or the booking of audio-guides, etc. (in case the customer decides to make use of any additional service).

## **5. Admission tickets**

5.1 Once the order has been accepted by the Belvedere, the customer will receive an e-mail with the admission ticket (ticket-pdf and ticket-QR-code), which can then be saved and printed. Customer is obligated to print the ticket-pdf and bring it along at his visit or to show the QR-code on his mobile device at the entrance. It is the customer's responsibility to ensure legibility of the admission ticket. Admission tickets containing illegible or non-verifiable information will not be accepted. The customer is entitled to print one single copy of the admission ticket. Customers shall make all reasonable efforts to exclude any duplication of the admission tickets. Any violation of this obligation shall substantiate liability for damages. The admission ticket may be transferred to another person. In this case the customer is obliged to make sure that these terms and conditions are known and obeyed by the receiver, because they are part of the contractual obligations. Tickets cannot be transferred or refunded after admission to the museum.

5.2 The ticket entitles the ticket holder to one single admission to the museum. The validity of tickets purchased online lasts one year from receipt of the e-mail of confirmation. Invalid or cancelled tickets do not entitle the holder to use the service booked. Without showing the printed ticket or the QR-code on the mobile device no entrance can be granted.

5.3 Hawking or selling tickets is prohibited, unless Belvedere has agreed to it in advance and in writing.

## **6. Discounts**

6.1 The information required for the respective discount must be entered correctly in the online form. There is no legal title to obtain the ordered discount.

6.2 If a discount is taken, the customer must present an official ID prior to entering the museum and confirm eligibility for the discount.

6.3 If the discount taken was not justified at contract conclusion, the ticket is invalid. The customer has the right to pay the difference to the full admission ticket price, otherwise he/she shall not be permitted to enter or may be enjoined from remaining in the museum. In such a case the paid admission fee cannot be refunded.

## **7. Payment**

7.1 Payment will be made by credit card. After sending the ticket order the purchase is binding and cannot be cancelled or modified anymore. The credit card company verifies the credit card information provided by the customer. The admission ticket shall be considered as fully paid after the customer information has been verified and confirmed. Any amount that is not confirmed by the credit card company will be demanded from the customer additionally.

## **8. Right of withdrawal/Exchange of tickets**

8.1 Tickets already paid cannot be exchanged or refunded, but might be transferred to other persons as long as they are valid.

## **9. Liability**

9.1 Belvedere shall not be held liable for ensuring that admission tickets can be ordered via the website constantly. For defects for whatever legal ground (e.g. damage from breakdowns, errors and interruptions) Belvedere shall only be liable, if the defect was caused intentionally or gross negligently by Belvedere.

9.2 The statutory warranty claims, in particular for consumers, shall remain unaffected.

9.3 The customer is obliged to complete all requested data fully and correctly. He/She shall be liable for damages occurring due to incomplete, false or unclear statements.

## **10. Data**

10.1 The customer agrees to the storage of the data he/she provides during the ordering process. This data shall be handled confidentially and automatically encrypted together with the IP address during transmission. Data shall be passed to third persons only if this is required for meeting the contractual obligations (payment services provider mPAY24 GmbH, Grüngasse 16, 1050 Wien).

## **11. Applicable Law and Jurisdiction**

11.1 This contract is exclusively governed by Austrian Law under exclusion of conflict of laws rules.

11.2 All disputes arising out of or in connection with this agreement are subject to jurisdiction of the Court for commercial matters in Vienna. This does not apply to customers within the meaning of the Consumer Protection Act.